



Relax, you're
covered



YOUR HOME EMERGENCY
AND BREAKDOWN **POLICY**



WELCOME TO HOME EMERGENCY ASSIST

This insurance is arranged by Home Emergency Assist Limited, administered by Legal Protection Group Ltd and underwritten by Financial & Legal Insurance Company Ltd.

Home Emergency Assist is an appointed representative of Insure Group Limited which is authorised and regulated by the Financial Conduct Authority.

Legal Protection Group Ltd is authorised and regulated by the Financial Conduct Authority, reference number 749446.

Financial & Legal Insurance Company Limited is registered in England and Wales, authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, reference number 202915.

You can check our details on the Financial Services Register: <https://register.fca.org.uk/>.

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

Team HEA

HOW TO CONTACT US

03330 034 999

To make a claim call the above number and choose option 1

Please look at your insurance policy and schedule to check your level of cover and have your policy number to hand. This policy is designed to assist you during an emergency. It will not cover situations that are not reported to us within 48 hours of the incident.

We will ask you some questions to check your identity and the details of your emergency. We will talk you through your cover and let you know what we'll do next.

For customer services call the above number and choose option 2

For new quotations or to recommend a friend call the above number and choose option 3

For details about our opening hours, please check our website: homeemergencyassist.com









GAS EMERGENCIES

Major emergencies which could result in loss of life or serious damage to home should be immediately advised to the supply company and/or public emergency service. Gas leaks must be immediately notified to the Gas Emergency Service on:

0800 111 999



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IMPORTANT INFORMATION

- This policy provides cover for emergency situations and breakdowns, it will not cover routine maintenance tasks.
- All claims must be reported within 48 hours of discovery. Anything outside of this time frame will not be accepted.
- This policy will only cover your main place of residence. It will not cover let properties, holiday homes, or park home.
- Please check your policy schedule to make sure all the information you've given us is correct. Please read through this policy booklet so you understand the cover we provide and ensure it meets your needs. Your policy wording and schedule are important documents, so keep them somewhere safe in case you need them in the future.
- If your claim is accepted, the Claims Helpline will arrange for an engineer to visit your home and try to fix the problem. This depends on there being no issues that might stop us from carrying out the repairs, such as bad weather, strikes, or problems with public transport.
- The Claims Helpline Service and engineer will use their discretion as to when and how the repairs are undertaken.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond our control. In the event of this occurring we will ensure that your home is safe.
- In the event that you engage the services of an engineer prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance.
- Please note, there is a compulsory excess on all call outs occurring within the first 90 days of cover. There is also a compulsory excess of £60 for all boilers over the age of 10.

YOUR RESPONSIBILITY

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a. Supply accurate and complete answers to all the questions we 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

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid, and you won't be able to make a claim.

HOW TO MAKE A CLAIM IT'S SO EASY!

1 Call our team on
03330 034 999 and select option 1

If you experience an insured event. This is your Claims Helpline Service and is available to you 24 hours a day, 365 days per year. Claims must be reported within 48 hours.

2 We aim to deliver around the clock assistance at your convenience to make a repair or provide a replacement.

**24 hour
Assistance**



3 **The job is done!**

We just need you to sign to confirm you're satisfied with the service and we will settle the bill within the cover limits, directly with the engineer.

DEFINITIONS

The following words have the meanings given below wherever they appear.

AGENT

Home Emergency Assist, Ground Floor. 4C New Fields Business Park, Stinsford Road, Poole, BH17 0NF

ANNIVERSARY

The date recurring every year 12 months after the commencement date.

APPROVED ENGINEER(S)/ENGINEER(S)

A qualified person approved and instructed by the Claims Helpline Service to undertake emergency work.

ASSISTANCE

The reasonable efforts made by the approved engineer during a visit to the home to complete a repair or replacement. If your incident is an emergency, your call out will be given priority, otherwise an appointment will be made.

AUTHORISED REPRESENTATIVE

A person appointed by you to deal with your policy on your behalf. If you wish to appoint a person to do this, you must notify the agent by writing to their registered address.

BEYOND ECONOMICAL REPAIR (BER)

In the opinion of our approved engineer, the total cost of the repair including any taxes is greater than the value of the appliance at the time of claiming or any required parts to complete a repair are obsolete.

BOILER CONTRIBUTION

If your schedule shows that Boiler Replacement Contribution is included, we will contribute up to £500 towards a replacement if your boiler is declared beyond economical repair. This amount will depend on your boiler's age.

BREAKDOWN

A sudden and unforeseen malfunction which results in the unit or system no longer working or operating correctly.

CALL OUT

A request for assistance from you, even if the request is then cancelled by you.

CLAIMS HELPLINE SERVICE

The telephone number for you to report an emergency under this policy. Tel: 03330 034 999 (option 1).

CLAIM LIMIT

The maximum amount payable by us for each and every claim. This includes call out charges, labour, parts, materials and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from us. Please refer to your policy schedule for your claims limit.

COMMENCEMENT DATE

The start of the policy as shown in the schedule.

DOMESTIC BOILER & CENTRAL HEATING SYSTEM

The domestic boiler and the central heating system contained within and supplying your home that is powered by natural gas, oil or LPG from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. We will not cover any commercial boiler or boiler that has an output that has an output in excess of 70kw/hr or is over 15 years of age.

EMERGENCY

Means a sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the Claims Helpline Service:

- a) render the home unsafe or insecure; or
- b) damage or cause further damage to the home; or
- c) cause personal risk to you ; or
- d) cause a health and safety risk to others.

For cover to apply, the emergency must also be an insured event.

DEFINITIONS

EXCESS

The first amount of each claim, payable by you to the Claims Helpline Service before the approved engineer will attend. This can be done by way of credit or debit card. Your Plan Schedule will state if an excess applies to your policy.

HOME

Your main permanent place of residence in the United Kingdom which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. Garages and outbuildings that are attached and/or access via the home will be included under Pests if this cover is included.

INSURED EVENT

An event described under the “what we cover” headings in this policy, which results in either an emergency or breakdown.

INSURER

This policy is underwritten by Financial & Legal Insurance Company Limited. Further information concerning the insurer can be found in the General Information section of this policy book.

MONTHLY PREMIUM

Where you have chosen to pay monthly the agreed premium payable by you due each full calendar month from the commencement date in order that cover remains in force under the terms and conditions of this policy wording.

NON-INSURED SERVICES

Any service(s) provided in addition to the insurance elements and not part of your contract with Legal Protection Group Ltd, including but not limited to the Annual Boiler Service.

PERIOD OF COVER

A period of 12 months from the commencement date.

PEST

Wasps’ nests, hornets’ nests, rats and/or mice.

REINSTATEMENT

Work carried out to make good any surfaces or flooring which has been excavated in order to

provide you with assistance. We will fill in any excavation and leave the surface level where we have made access to an external drain or external water supply pipe, however we are not responsible for reinstating floor coverings, fixtures or fittings to their original standards.

REMEDIAL

Any repair that is identified on an annual boiler service including any work to bring your boiler up to safety standards or any additional repair work identified at the point of claim that is not directly related to the reported issue or any additional works that are identified that will prevent a future claim.

SCHEDULE

The document sent to you confirming the commencement date, your details, and the home which is the subject of cover.

UNINHABITABLE

In the reasonable opinion of this Claims Helpline Service, it is not suitable for you to remain in the home until the emergency covered by the policy has been rectified.

UNOCCUPIED

Where no one has resided in the home for a period exceeding 60 consecutive days.

WAITING PERIOD

In respect of Boiler Replacement Contribution, no claim can be made for any incident that occurs within 6 months of the commencement date of this policy as shown in the schedule.

For all other sections, no claim can be made for any incident that occurs within 14 days of the commencement date of this policy as shown in the schedule.

WE, US, OUR

Legal Protection Group Ltd, who administer and manage this insurance on behalf of the insurer.

YOU, YOUR, INSURED

The person who applied for this insurance and is named on the policy schedule as the policyholder.

WHAT IS AND WHAT IS NOT COVERED

WHAT IS COVERED

In the event of an insured event occurring in your home, we will:

- a. Advise you on what action to take to protect yourself and your home;
- b. Arrange an appointment for an approved engineer to visit your home;
- c. Organise and pay the cost of providing assistance excluding any excess up to the claim limit per call out including VAT subject to the terms and conditions of your policy;
- d. Where a permanent repair is completed under your policy by an approved engineer, we will guarantee the work completed for 12 months from the date of claim.

WHAT IS NOT COVERED

This policy has some conditions and exclusions that limit your cover, so please read them carefully to make sure it meets your needs. We don't want you to find out after an incident that it isn't covered.

To help, we've listed the main limitations under the 'Cover Provided' section of your policy.

Incidents in the first 14 days of the policy aren't covered. For Boiler Replacement Contribution, this period is extended to 6 months.

If you need emergency help during this time, you can contact the agent for assistance on a pay-as-you-go basis.

COVER PROVIDED

This policy provides the protection described in the cover sections below as a result of an insured event occurring at the home. The benefit under your policy is limited to the claim limit stated in your policy schedule.

When you applied for this policy, you chose which sections of cover below you required cover for. Cover is provided only if you selected the cover section and paid the required premium. The sections of cover that apply to your policy are confirmed in your schedule.

The amount we will pay in respect of any one claim shall not exceed the claim limit including call out charges, labour and parts and materials. You are responsible for paying any excess under the policy or where the cost of repair exceeds the benefit provided under the policy.

Section A. Domestic Boiler & Central Heating System

WHAT WE COVER:

We will assist you and pay for the call out, labour and parts and materials involved in repairing or rectifying leaks within, or the breakdown of your domestic boiler and/or central heating system at your home.

We will pay up to £50 towards the cost of purchase or hire by the insured person (upon production of an original receipt for payment) of alternative heating sources where these are deemed necessary in the event that the primary heating system has failed completely and it is not possible to reinstate the heating. Claims related to other forms of primary heating, such as oil or LPG may be settled on a reimbursement basis if an authorised contractor is not available at the time in your local area.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. Boilers over 15 years old or over 238,000 btu net input (70 Kilowatt);
2. Maintenance or replacement of fan convector heaters or heated towel rails or any repairs to underfloor heating that are below ground or relate to any pump outside of the boiler.
3. Any form of renewable energy systems;
4. Power flushing or descaling;
5. Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system, with the exception of a gas fire forming part of a back boiler;
6. Your water supply from the hot cylinder to your taps;
7. Intermittent faults where this cannot be identified at the time of the engineers attendance;
8. Lack of maintenance or neglect by you, including where an annual boiler service has not been completed;
9. The cold water system, including its feed and outlet;
10. Elson tanks, separate gas or oil heaters supplying hot water and dual purpose boilers such as AGA's and Rayburns, with the exception of a gas fire forming part of a back boiler;
11. Repairs when our engineer deems the boiler to be beyond economical repair;
12. Loss of Oil or Gas;
13. Damage caused by escape of Oil or Gas;
14. A breakdown where an engineer has previously identified that remedial/maintenance work is required to prevent a future breakdown and the recommended work has not been carried out;
15. Any maintenance or remedial work identified during an annual boiler service.
16. Any pump outside of the boiler that is not part of the traditional heating system.

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

Section B. Plumbing & Drainage

WHAT WE COVER:

We will assist you in the event of an incident to your internal plumbing or external drainage system. Cover includes the replacement of leaking pipes, clearing blockages, repairing taps, restoring toilet facilities, leaking overflows.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. General maintenance;
2. Frozen pipes which have not caused any damage;
3. The cost of water lost during a leak;
4. Replacing sanitary ware such as basins and toilet bowls;
5. Pipes outside the boundary of your home which you are not responsible for;
6. Water pipes to or from and in a detached outbuilding or garage;
7. Incidents where you have previously been advised of the need to take preventative or maintenance work and this has not been carried out, for example installing access points to your drainage system;
8. Quieting noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;
9. Repair or replacement of showers including the shower unit, controls, outlet or shower head;
10. Electric pumps, vacuum drainage systems, shower pumps, filtration systems or pumps for swimming pools or spa baths;

11. Additional repair work, for example a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring this will not be covered;
12. Saniflo systems or other macerator-based systems, along with cesspits, septic tanks and drainage pumps;
13. Reinstatement costs relating to the original surface
14. The replacement of water tanks, cylinders, and central heating radiators; external WC's, external pipes and taps, including guttering, rainwater downpipes and soakaways;
15. Any drainage system which is not of standard construction;
16. Like for like replacement of bespoke or non standard items;
17. Repair or replacement of radiator valves;
18. Tracing leaks where the source cannot be ascertained or where there is no visible evidence of a leak;
19. The repair of domestic and/or leisure equipment that are leaking water, other than from external fixed pipe work;
20. Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect;
21. Failure or damage caused by faulty or defective design of the drainage pipe;
22. Repair work to or the cost of replacing lead pipework.

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

Section C. External Water Supply Pipe

WHAT WE COVER:

We will assist you in the event of a 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 / communication pipe provided that you are responsible for this. Repairs or replacements will be made as necessary to rectify a blockage or leak and restore the water supply.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. Costs which exceed your proportion of the cost of any work undertaken by us 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(ies);
2. Tracing leaks where the source cannot be ascertained or where there is no visible evidence of a leak;
3. 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;
4. Pipework which is not your responsibility. Where responsibility is shared we will only contribute to your proportionate share of the cost of repair.
5. Frozen pipes which have not caused any damage;
6. Damage resulting from lack of proper maintenance;
7. Descaling and any work arising from hard water deposits.
8. Repair work to or the cost of replacing lead pipework;
9. The interruption or disconnection of public services to the home however caused.

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

Section D. Internal Electricity

WHAT WE COVER:

We will assist you to repair or replace any item or system after your supply meter which causes the breakdown or failure of the permanent domestic electrical wiring system supplying electrical power to your home.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. 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 or garden areas;
2. Domestic appliances or electrical items with a plug;
3. Replacing light bulbs, fuses and any other routine electrical maintenance tasks;
4. Non-permanent outbuildings, such as sheds and greenhouses;
5. Non-permanent external lighting (such as fairy lights) are not covered where this causes fuses to short;
6. Wiring or electrics in communal areas;
7. Any garage or outbuilding connected to a separate electric meter to that of the home.

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

Section E. Gas Supply

WHAT WE COVER:

We will assist you to repair or replace any damaged section of 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 your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. Repair work to or the cost of replacing lead pipework.
2. The interruption or disconnection of public services to the home however caused, or the failure, breakdown or interruption of the mains gas supply system.
3. General maintenance;
4. Any gas boiler, fire, central heating or hot water breakdown;
5. Temporarily frozen pipes where permanent damage is not confirmed;
6. Systems not installed correctly or which do not conform to any governing Gas Safe regulation or requirements;
7. Pipes outside the boundary of your home .

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

Section F. Security

WHAT WE COVER:

We will provide assistance following damage to or failure of an external lock, door or window which renders the main living areas of the home insecure and easily accessible to intruders.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. Internal locks, window locks, doors, glass, external garages or outbuildings;
2. Any damage caused by the approved engineer in gaining access to the home;
3. Doors subject to swelling;
4. Porch doors where there is another lockable door which prevents access to the main living areas of the home.

Section G. Access to Home

WHAT WE COVER:

We will provide assistance in an emergency following the loss of the only available key to the home which cannot be replaced and normal access cannot be obtained. Our approved engineer will gain access to the home and ensure it is left secure.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. Any damage caused by the approved engineer in gaining access to the home.

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

Section H. Pests

WHAT WE COVER:

We will provide assistance in an emergency following a pest infestation in and/or attached to the home where there is clear evidence of the infestation.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. Repeat claims where you have failed to follow previous guidance from us or the approved engineer to prevent continued or further infestation;
2. The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If you have a swarm, or bees in the structure of your home, you should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Section I. Roofing

WHAT WE COVER:

We will provide assistance in an emergency following missing, broken or loose tiles causing internal water damage.

In the event your home becomes uninhabitable as a result of an emergency covered by this section you may have access to overnight accommodation. See Section K. Overnight Accommodation for full details of what is covered and what is not covered.

WE DO NOT COVER:

1. Damage where the roof has not been satisfactorily maintained;
2. Costs that should be shared proportionately across all responsible parties;
3. Homes that exceed 3 stories in height;
4. Felt, flat or thatched roofs;
5. Additional equipment required to get access to the roof including, but not limited to, scaffolding and mechanical lifts.

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

Section J. Boiler Replacement Contribution

WHAT WE COVER:

We shall contribute to the cost of a brand-new like for like replacement up to a maximum of 50% of the market value, or the amount paid as shown on the receipt, whichever is lower. This is subject to the Boiler Replacement Contribution limit of £500, and only available on the production on an original receipt for payment. This section will not be operative unless we or the approved engineer declares the boiler to be beyond economic repair. Cover under Section A will then cease.

Boiler Age	Contribution
0-4 years	up to £500
5-7 years	up to £300
8-10 years	up to £200
11-15 years	up to £150

WE DO NOT COVER:

- 1. Replacement of boilers or a contribution towards the cost of a new boiler for claims occurring within the first 6 months of cover.
- Our contribution under this section shall not include any labour, delivery or shipping costs.

Section K. Overnight Accommodation

WHAT WE COVER:

Overnight accommodation only (arranged by and booked by us) where it has not been possible to resolve the emergency following an accepted claim for emergency repairs by a contractor under another section of this policy and the home is rendered uninhabitable. This is subject to a limit of £250 for any accepted claim.

WE DO NOT COVER:

- 1. The cost of any food and drink you have purchased;
- 2. The cost of any parking that may have been incurred;
- 3. The cost of travel;
- 4. The cost of any entertainment.

Please note, there is a compulsory excess of £60 on all call outs occurring within the first 90 days of cover.

Claims must be reported within 48 hrs.

GENERAL EXCLUSIONS

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

1. Claims arising within the first 14 days from the commencement date of this insurance.
2. Circumstances known to you prior to the commencement date of this insurance.
3. Landlords, park and/or holiday homes.
4. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
5. Any claim arising from gradual deterioration and/or wear and tear.
6. Any system which has been incorrectly used, modified or tampered with.
7. Any system which is faulty or inadequate as a result of any inherent or recurring manufacturer or design defect.
8. Replacement or adjustment to any decorative or cosmetic part of any equipment.
9. Detached garages or outbuildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy if included on your schedule.
10. Any wilful act or omission, lack of maintenance or neglect by you.
11. Claims in the 7 days immediately following your first occupation of the home, or claims in the 7 days immediately following your reoccupation of the home where the home has been left unoccupied for 60 consecutive days or more.
12. We do not cover any parts which are covered by another insurance policy or manufacturer's warranty. We will direct you to the installer or manufacturer for a solution in the first instance to prevent voiding of any guarantee/warranty.
13. Any other costs or damage that are indirectly caused by the event that led to your claim, unless specifically stated in the policy.
14. Any costs that would be more appropriately recovered under any other insurance.
15. Circumstances which are not sudden and unforeseen.
16. Circumstances where we have gone beyond your insurance policy's claim limit or policy cover.
17. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails to correctly recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.
18. Any claim resulting directly or indirectly from or in connection with:
 - a. War, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
 - b. Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste which results from the burning of nuclear fuel;
 - c. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
 - d. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
19. General maintenance work or any system that has not been regularly maintained. The engineer when dealing with your system may complete a repair but diagnose that additional maintenance work is required to your boiler and/or other system in order to prevent a future breakdown. As this maintenance work is not covered under this policy it is your responsibility to have it completed.

EXCLUSIONS

20. Improvements including work that is needed to bring the insured system up to current standards.



GENERAL INFORMATION

PAY ON USE

Should an emergency arise that is not included under your policy the agent can arrange for an approved engineer to attend your home but you will be responsible for all costs involved. The use of this service does not constitute a claim under your policy.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use 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.

When replacement parts are received, we will contact you to arrange a suitable time slot for the engineer to attend. You should make sure that the engineer can get reasonable access to carry out the repair. If we cannot get a replacement part needed to carry out repair our liability will be limited to a temporary repair to make the emergency safe.

If the repair relates to your boiler and the part takes longer than 28 days to source, we will deem your boiler to be Beyond Economical Repair. You may then be eligible for Boiler Replacement Contribution, if this cover level applies to your policy.

ANNUAL BOILER SERVICE

If your policy includes a provision for an annual gas boiler service then this will be shown in your plan schedule. This service is not a part of the insurance contract underwritten by the underwriter and is also not regulated by the Financial Conduct Authority. Complaints relating to the boiler service are therefore not eligible to be referred on to the Financial Ombudsman Service.

Boiler servicing will be completed in accordance with the current Gas Safety Regulations. Please make sure that you have the manufacturer's instructions available for the engineer when they attend. Please note that remedial or maintenance work is not included as part of your boiler service.

Once the agent has received the completed boiler service request form the agent will arrange for an engineer to visit your home to service your gas boiler in line with Gas Safety Regulations. Boiler Services are normally carried out between April and September.

CLAIMS

To ensure an accurate record your telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the engineer directly otherwise the work will not be covered.

Provided that the assistance is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the home or otherwise making the provision of the assistance impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond our control. In the event of this occurring we will ensure that your home is safe and if required the engineer will provide you with a quotation for a suitable repair.

Please note that if you should engage the services of an engineer prior to making contact with the Claims Helpline Service any costs that you incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

OBSERVANCE

Our liability to make any payment under this policy will be conditional on you complying with the terms and conditions of this insurance.

RECOVERY OF COSTS

We may take proceedings at our own expense in your name to recover any sums paid under this insurance.

FRAUDULENT OR EXAGGERATED 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;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

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



CHOICE OF LAW AND ACTS OF PARLIAMENT

Unless otherwise agreed by us in writing, this insurance is governed by the laws applying to England and Wales.

Any acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

DUE CARE

You must take due care to maintain the home and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs. Where a repair has been carried out, the onus will be upon you to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should you fail to carry out the permanent repair a contractor will not be appointed to undertake any further repairs.

PRIVACY POLICY

Legal Protection Group Privacy Policy

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, we may need to share personal information which has been given to us with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to us or on our behalf. We will only request necessary information from an insured person and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information we hold about an insured person will be retained by us for a period of seven years after this insurance expires and in any event, for the minimum period required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes we may need to send an insured person's personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by us.

In arranging and managing this insurance and administering claims, we will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an insured person's personal data to any other person or organisation without their consent.

You can find full details of our privacy policy on our website, www.legalprotectiongroup.co.uk.

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's website <https://ico.org.uk>.

An insured person has a right to obtain information we hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Ltd, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol, BS35 3QH.

Home Emergency Assist Ltd Privacy Notice

We know how important it is for you to understand how we use your data. Our Privacy Policy sets out how and why we collect, store, process and share your personal data. We will always be transparent with you about what we do with your personal data. Our Privacy Policy can be viewed online at <https://www.homeemergencyassist.com/privacy/> alternatively, or if you have any questions you can contact us at:

Address: Ground Floor, 4c New Fields Business Park, Stinsford Road, Poole, BH17 0NF.

Telephone: 0333 00 34 999

Email: customerservice@homeemergencyassist.com

The personal information we have collected for 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 <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

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 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: 3 More London Riverside, London, SE1 2AQ

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 <https://ico.org.uk>.

YOUR CONTRACTS

Your Contract with Home Emergency Assist (The Agent)

The agent will arrange and administer your insurance cover. If you need to contact the agent regarding your contract, please phone the customer services number or write to the registered address.

1. The agent will collect the premium in accordance with your instructions. Any monies relating to the insurance services that are held by us (including premium collected by us, premium to be refunded to you and claims monies) shall be held by us on behalf of the underwriter.
2. The agent conditions for legal or regulatory reasons as well agent can amend these terms and as to benefit the group as a whole. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 14 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your policy, you may do so and we will follow the procedure as outlined under the section labelled 'How to Cancel Your Policy'.
3. The agent will write to you, if in the future it enters into an agreement with a new underwriter(s) for all or part of your policy, to confirm the details of the new underwriter and give you details of any changes to the terms and conditions of your policy. You hereby authorise the agent to transfer any personal data to a new underwriter, including data defined as 'sensitive personal data' under GDPR, and consent to the new underwriter being able to offer continuation of insurance cover to you. If at any time you wish to withdraw your agreement to this, please let the agent know by writing to the registered address.
4. The agent will write to you, if in the future it transfers in full or in part the arranging an administration of your policy to another arranger and/or agent to confirm the details of the new provider and give you details of any changes to the terms and conditions of this service.

You hereby authorise the agent to transfer data for the purposes set out above, including data defined as 'sensitive personal data' GDPR and consent to the new arranger and/or agent being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let the agent know by writing to the registered address.

5. Your contract with the agent will run for a period of 12 months, beginning from the commencement date as detailed in your original schedule and periods of 12 months thereafter. Should you wish to cancel after the 14 day cooling off period following the sale or renewal of a policy, an administration fee of £35 is payable. This fee will be taken before your policy is cancelled. Where your policy is cancelled either within or after the cancellation period and you have made a claim, your policy will be cancelled immediately, and your premium will not be refunded. If you pay your premiums monthly, you will be required to pay for the remainder of the 12 month period from the commencement date/anniversary date.

ARBITRATION/MEDIATION

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.

PAYING YOUR PREMIUMS

The payment method you have selected will be confirmed in your schedule.

If you have selected a monthly payment method, you will make your payment from your bank account on an agreed date of each month and, subject to the successful collection of that payment, we will provide the cover detailed in this policy wording up to the date on which your next monthly payment becomes due.

If you have a premium finance arrangement in place please refer to the terms of the agreement with the finance provider.

This insurance commences on the date shown on your schedule and continues upon receipt of your monthly payment. This insurance does not have a specified end date and cover will continue until either you or we cancel the policy. We will write to you on the anniversary of your policy to remind you of this and notify you of any changes to your cover or premium. Should you fail to make a payment in any month, cover will cease with effect from the end of the month immediately before the date of the failed collection.

WHAT IF I MISS A PAYMENT?

If you fail to make a premium payment on the due date, your policy may be suspended and you will not be able to make a claim. The agent will notify you in writing within 5 working days of the date on which the premium payment was due if you fail to make a premium payment. If you do not pay the requested amount within 30 days of the due date, your policy will be cancelled. You will remain liable for any due and outstanding premium for the period up to the date of cancellation. If you want to make a claim under your policy whilst your policy coverage is suspended, you will be required to pay any outstanding premiums before an engineer will be despatched to your home.

To ensure that your policy payments are kept up to date, the administrator may contact you via phone several times a day. If you have more than one number attached to your policy, you may receive calls on both numbers.

RENEWING YOUR POLICY

Your policy will automatically renew following receipt of your payment for the period of cover as defined in your schedule. You can opt out of auto renewal at any time by contacting customer services. We reserve the right to adjust your premium or excess to reflect any changes in the cost of providing insurance, changes in applicable tax and your claims history will also be considered as part of your premium review.

If you pay monthly through our finance partner, a credit search will be completed before offering renewal terms. This enables us to offer you a credit facility for your renewal and ensure affordability. This will be completed even if you opt out of automatic renewal. The renewal will only take place in these instances if you have contacted to advise you wish to proceed.

We reserve the right to decline the renewal of this insurance policy. You will receive at least 14 days notice if we decide not to renew your policy and we do not need to provide a reason for doing so.

OUR RIGHT TO CHANGE THE COVER OR PRICE

You will receive at least 14 days written notice if we decide or need to change your policy cover or the price of your insurance for any of the following reasons:

1. To make minor changes to your policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
2. To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the insurer or your policy;

PAYMENTS

3. To reflect changes to taxation applicable to your policy (including but not limited to insurance premium tax);
4. To reflect increases or reductions in the cost (or projected cost) of providing your cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which we, as part of our pricing policy, have assumed or projected will be made under this insurance product;
5. To cover the cost of any changes to the cover/benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
6. To cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise you within 28 days of the change having been made if the change is favourable to you.



HOW TO CANCEL YOUR POLICY

HOW TO CANCEL

If you decide that for any reason this policy does not meet your insurance needs then please contact the administrator within 14 days of the date 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, the administrator will then refund your premium. These rights do not apply to a short-term policy of less than one month's duration.

Thereafter, you may cancel the insurance cover at any time by writing to the administrator, however no refund of premium will be payable.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance where there is a valid reason to do so, and in some cases, the cancellation may be with immediate effect. A cancellation notification will be sent to the email address held on your policy. Valid reasons may include but are not limited to:

- a. Where we reasonably suspect fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour
- d. Non-compliance with policy terms and conditions.
- e. You have not taken reasonable care to provide complete and accurate answers to the questions we ask

If we cancel the policy and/or any additional cover you will receive a refund of any premiums you have paid for the cancelled cover.

Where our investigations provide evidence of fraud or misrepresentation, we 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 we 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 us, as well as other insurers, in the future.

CUSTOMER SERVICE/COMPLAINTS

It is our intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim, you should follow the Complaints Procedure below:

If your complaint is regarding sale of the policy please contact: -

Home Emergency Assist,
Ground Floor
4C New Fields Business Park
Stinsford Road
Poole,
Dorset
BH17 0NF

T: 03330 00 34 999

E: customerservice@homeemergencyassist.com

If your complaint is regarding the handling of a claim please contact the claims administrator:

Customer Service Department
Legal Protection Group Limited
8 Pinkers Court
Briarlands Office Park
Gloucester Road
Rudgeway
Bristol
BS35 3QH

T: 0333 700 1040 (lines are open Monday to Friday,
9am - 5pm)

E: complaints@legalprotectiongroup.co.uk

We will respond to your complaint within four weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give you an estimated timeframe for reaching a decision.

If, for any reason, you're still dissatisfied or haven't received a final answer within eight weeks, you have the right to escalate your complaint to an independent authority called the Financial Ombudsman Service (FOS). You can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower, 1 Harbour Exchange Square,
London
E14 9SR

Telephone: 07000 234 567 (free for people calling from a landline) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

Following this complaints procedure does not stop you from taking legal action.

FINANCIAL SERVICES COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.



Customer Service
0333 00 34 999

homeemergencyassist.com

Ground Floor, 4C New Fields Business Park, Stinsford Road, Poole, BH17 0NF
email: customerservice@homeemergencyassist.com