



Relax, you're  
covered



**YOUR** HOME EMERGENCY  
**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**.

Yours sincerely

**Team HEA**

**Customer Service Team**

## 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](http://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 only, it will not cover routine maintenance tasks. Claims must be reported immediately and claims reported after 48 hours following discovery will not be considered an **emergency**. This policy is only designed to cover **your** main place of residence and is not suitable for let properties or holiday homes.
- It is important that **you** check **your** policy **schedule** to ensure that the information that **you** have provided to **us** is accurate. Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This policy wording and **your** policy **schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.
- If **we** accept **your** claim, the **Claims Helpline Service** will source a suitable **engineer** to attend **your home** and endeavour to resolve the **emergency**. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of repairs, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- 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.

### 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** are 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 in bold.

## 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 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.

## 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

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 REPLACEMENT CONTRIBUTION

If **you** have chosen to include cover for **Boiler Replacement Contribution** towards replacement this will be stated in **your schedule**. In the event **your domestic boiler** is declared **beyond economical repair**, **we** will make a contribution of up to £500 towards replacing it, depending on the age of **your** boiler.

## CALL OUT

A request for **emergency assistance** from **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 in excess of 70kw/hr or is over 15 years of age.

## EMERGENCY

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

- Render the **home** unsafe or insecure; or
- Damage or cause further damage to the **home**; or
- Cause personal risk to **you**; or
- Cause a health and safety risk to others.

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

## 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 detached 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 an **emergency**.

## 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**.

## PESTS

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

There are certain conditions and exclusions which limit **your** cover. Please read them carefully to ensure this policy meets **your** requirements. **We** do not wish for **you** to discover after an incident has occurred that it is not **insured**.

To assist **you** in understanding the main limitations of the cover provided **we** have detailed these under the 'Cover Provided' section of **your** policy.

Any incident that occurs in the first 14 days after the policy **commencement date** is not covered. This period is extended to 6 months for incidents under **Boiler Replacement Contribution**.

However, should **you** require **emergency assistance** during this period please contact the **agent** who will be able to provide cover on a pay on use basis.

## COVER PROVIDED

This policy provides the protection selected and described in the cover sections below as a result of an **emergency** 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** policy **schedule**.

The amount **we** will pay in respect of any one claim shall not exceed the **claim limit** including **call out** charges, labour 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 provide **assistance** in an **emergency** following the complete breakdown of the **domestic boiler and/or central heating system** which results in the complete loss of heating and hot water or a leak from the **boiler**. We will pay a contribution of up to £50 towards the cost of purchase or hire by **you** (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 that are over 15 years old or over 238,000 btu net input (70 Kilowatt);
2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries;
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;
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/oil heaters supplying hot water and dual purpose boilers such as AGAs/Rayburns, with the exception of a gas fire forming part of a back boiler;
11. Repairs where **our engineers** 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. The replacement of water tanks, cylinders, and central heating radiators;
17. Where an immersion heater or similar is available to resolve the failure;
18. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.
19. Underfloor heating.

**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 provide **assistance** in an **emergency** following damage to or failure of the plumbing and drainage system which:

- a. means that internal flooding or water damage is a likely consequence; or
- b. means that **you** do not have access to **your** only/all toilets within **your home**; or
- c. causes blocked external drains that are solely **your** responsibility within the boundary of the **home**, where this can be resolved by jetting.

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. Repair or replacement of showers including the shower unit, controls, outlet or shower head;

9. Electric pumps, vacuum drainage systems, shower pumps, filtration systems or pumps for swimming pools or spa baths;
10. 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;
11. Saniflo systems or other macerator-based systems, along with cesspits, septic tanks and drainage pumps;
12. Excavation or trace and access costs;
13. **Reinstatement** costs relating to the original surface of a drive, path, decking or any other surface which is excavated as part of a claim;
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. Descaling and any work arising from hard water scale deposits;
17. Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the **home**;
18. Where the leak can be contained providing **you** with enough time to arrange a repair privately;
19. Repair/replacement of radiator valves;
20. Overflows not causing internal water damage.
21. The repair of domestic and/or leisure equipment that are leaking water, other than from external fixed pipe work;
22. Damage to drains caused by structures not conforming to local building regulations;
23. Failure or damage caused by faulty or defective design of the drainage pipe.

**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 provide **assistance** in an **emergency** following a leak, collapse or blockage 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 **you** are responsible for this.

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. Excavation and access costs;
4. **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;
5. Pipework which is not **your** responsibility. Where responsibility is shared **we** will only contribute to **your** proportionate share of the cost of repair.
6. Frozen pipes which have not caused any damage;
7. Damage resulting from lack of proper maintenance;
8. Descaling and any work arising from hard water deposits;
9. Repair work to or the cost of replacing lead pipework;
10. 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 provide **assistance** in an **emergency** following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fuse box and would not be more appropriately resolved by the regional electricity network supplier.

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, burgular 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 lightbulbs, fuses and any other routine electrical maintenance tasks;
4. Non-permanent outbuildings such as sheds or 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;
8. Where an appliance has caused a circuit to fail or trip.

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

**Claims must be reported within 48 hrs.**

### Section E. Gas Supply

#### WHAT WE COVER:

**We** will provide **assistance** in an **emergency** after the National Gas Emergency Service has visited **your** home and isolated **your** gas supply. **Our approved engineer** will repair or replace the damaged section of internal gas supply pipe and turn **your** gas supply back on.

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 confirm 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** in an **emergency** 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**.

**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 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](http://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, outbuildings, leisure equipment, cesspits, septic tanks, swimming pools, spa baths 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.
15. 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. Claims where **our engineer** has advised there is no **emergency** repair available.
18. 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.
19. 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.

## EXCLUSIONS

d. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

20. 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.

21. 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, **we** 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 a 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 schedule**. This service is not part of the insurance contract underwritten by **us** and is also not regulated by the Financial Conduct Authority. Complaints relating to the boiler service are therefore not eligible to be referred 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** 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.

## GENERAL INFORMATION

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

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



### 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.

# 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 periods 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, <http://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 Office website <https://ico.org.uk>.

## 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  
ONF.

Telephone: 0333 00 34 999  
Email: [customerservice@homeemergencyassist.com](mailto:customerservice@homeemergencyassist.com)

## Financial & Legal Insurance Company Ltd Privacy Notice

**We** act as the Data Controller. How **we** use and look after the personal information **you** provide is set out in **our** Privacy Policy.

**Our** Privacy Policy can be viewed online at <https://www.financialandlegal.co.uk/privacy-policy/>.

If **you** have any questions about our privacy policy or the information we hold about **you**, please contact **us** at:

Address: No.1 Lakeside, Cheadle Royal  
Business Park, Cheadle, Cheshire, SK8  
3GW.

Telephone: 0161 603 2140.

If an **insured person** has a concern about the way **we** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** 0303 123 1113  
(lines are open Monday to Friday 9am - 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## 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.

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.



# 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** can amend these terms and conditions for legal or regulatory reasons as well 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 and 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**/last 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.



# PAYMENTS

## 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 payment on the due date, **your** policy may be suspended and **you** will not be able to make a claim. The administrator will notify **you** in writing within 5 working days of the date on which the payment was due if **you** fail to make a payment. If **you** do not pay the requested amount within 14 days of the due date, **your** policy will be cancelled. **You** will remain liable for any due and outstanding payment 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** several times daily. 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 to not 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

# PAYMENTS

any decision of a regulatory body), or to any code of practice or industry guidance affecting the **insurer** or **your** policy;

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

## YOUR CANCELLATION RIGHTS

### 1. Cooling-off period:

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents; whichever is later.

If **you** wish to exercise this right, you must notify **us**. **You** will be entitled to a full refund of premium paid as long as a claim has not been made under this insurance.

### 2. Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. In the event of cancellation, an administration charge will apply.

Where **your** policy is cancelled either within or after the cooling-off 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/last anniversary date.

Where **your** policy is cancelled after the cooling-off period and **you** have not made a claim, **your** policy will be cancelled and **you** will be entitled to a refund of any premium already paid to **us** for the remaining period after **your** policy has ended.

In any event, **you** will need to pay for any non-insured service(s) that **you** have received.

## OUR CANCELLATION RIGHTS

### 1. General

**We** can cancel this insurance at any time, 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. Reasons for cancellation may include, but are not strictly 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 accurate and complete 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, less a proportionate deduction for the time **we** have provided 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, 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 open Monday to Friday,  
9am - 5pm)  
E: complaints@legalprotectiongroup.co.uk

## AS SOON AS A COMPLAINT IS RECEIVED

All complaints will be acknowledged in writing within three business days of receipt. If the complaint can be resolved within three business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within three business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for **you**, **we** will refer details of that complaint to that other party and confirm this course of action to **you** in writing.

## AFTER WE HAVE INVESTIGATED THE COMPLAINT

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

## IF WE CANNOT RESOLVE THE COMPLAINT WITHIN 4 WEEKS

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

# COMPLAINTS

## IF WE CANNOT RESOLVE THE COMPLAINT WITHIN 8 WEEKS

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months.

**If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This may also apply if you are insured in a business capacity. You may contact the Financial Ombudsman Service at:**

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

Tel: 0800 023 4567 or  
0300 123 9123 from a mobile.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

## THE INSURER

This insurance is underwritten by Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Authorised by the Prudential Regulation Authority and the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales under company number 03034220.

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at <https://www.fscs.org.uk>.

\*If **you** do not refer **your** complaint within the six month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.



# FOR COMPLETE PEACE OF MIND









**Customer Service**

**0333 00 34 999**

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**homeemergencyassist.com**

Ground Floor, 4C New Fields Business Park, Stinsford Road, Poole, BH17 0NF

**email:** customerservice@homeemergencyassist.com