



## **Home Emergency Assistance**

Policy Wording (£1,000 claims limit)



insure | protect | assist

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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Home Emergency Assistance insurance from Legal Protection Group Limited.

This insurance will provide **emergency repairs** following an **emergency** concerning **your home** which leads to:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Failure of the <b>main source of heating</b></li><li>• Failure of <b>internal plumbing and drainage</b></li><li>• Infestation of <b>pests</b></li><li>• Lost or broken keys</li></ul> | <ul style="list-style-type: none"><li>• Failure of the <b>domestic electric or gas supply</b></li><li>• Loss of function to the only working toilet</li><li>• Failure of external windows, doors or locks</li><li>• Roof damage</li></ul> |
|---|---|

This is **your** Home Emergency Assistance policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, statement of fact, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which emergency assistance services are provided and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

## Our obligation to you

In return for **you** paying or agreeing to pay the premium and following an **emergency**:

- a) **we** will arrange the emergency assistance services shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b) the **insurer** will pay **emergency assistance costs** which **we** have agreed to for **emergency repairs**.

**Provided that:**

- (i) the **emergency** happens in the **territorial limit**;
- (ii) the **emergency** is reported to **us** upon discovery and within the **period of insurance**; and
- (iii) an **insured person** agrees to use an **authorised repairer** selected by **us** and agrees to **our** or the **authorised repairer's** decision on the most suitable method to resolve the **emergency**.
- (iv) An **insured person** agrees to them being at **home** when the **authorised repairer** arrives.

## Legal Protection Group Limited Head and Registered Office

LPG is a trading name of Legal Protection Group Limited.

Legal Protection Group Limited, Trading as LPG, is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. You may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH.

This Home Emergency Assistance insurance is underwritten by Financial & Legal Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

## Information regarding your policy

### Home maintenance

This insurance is designed to provide cover for an **emergency** only and is not intended to cover matters which can be prevented through routine general maintenance such as servicing the **main source of heating**. This insurance also **does not cover** the cost of replacement parts which tend to wear out over a period of time such as replacing a washer in a tap.

Examples of events **not** classed as an **emergency** include, but are not limited to:

- Water dripping from a tap and escaping safely down a drain
- A light bulb which no longer works and needs replacing
- A plug fuse which needs replacing
- The **main source of heating** is making a rattling noise but is still functioning

### Minimising the risk of a home emergency

Routine maintenance can help prevent an **emergency** from happening or can reduce the extent of damage caused to **your home**. The following can help to protect **your home**:

- Regular servicing of gas appliances by a Gas Safe engineer to reduce the risk of a boiler breakdown or a build-up of carbon monoxide
- Getting electrics checked by a registered electrician to reduce the risk of power cuts
- Cleaning basins, baths and shower drains to prevent the risk of blockages
- Disposing of rubbish and food waste correctly to prevent the risk of an infestation of **pests**
- Visibly check the roof for any dislodged or damaged tiles which could lead to water ingress

### Major emergencies

If a situation arises which could cause injury to any person or major damage to **your home**, the emergency services should be contacted immediately.

### Gas leaks

If an **insured person** has reason to believe that there is a gas leak, they should contact the National Gas Emergency Service immediately on **0800 111 999** and follow their instructions.

### Power cut

If **your home** suffers a power cut or outage, firstly check **your** fuse box to make sure one of the fuses has not tripped. If this does not resolve the issue then the relevant utilities company responsible for supplying the service should be contacted.

### No water supply

If there is no water supply or the water pressure in **your home** has dropped and there are no planned interruptions to **your** water supply, the relevant utilities company responsible for supplying the service should be contacted.

**Please note that there is no cover under this insurance for any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies.**

## What to do if you need to make a claim

In the event of an **emergency**, an **insured person** should contact **our** dedicated emergency assistance helpline immediately upon discovery on **0330 032 0054**

This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

**Please note the following important information:**

- a) Be ready to provide the full address and postcode of **your home** and supply as much information as possible about what has happened which will help **us** to give the best possible advice and decide on the most appropriate form of assistance. If **we** agree that the **emergency** requires the attendance of a contractor to carry out **emergency repairs**, **we** will always appoint an **authorised repairer**.
- b) Under no circumstances should an **insured person** instruct a contractor or incur any **emergency assistance costs** before **we** have agreed to help as the **insurer** will not pay any costs incurred without **our** agreement.
- c) The **authorised repairer** will always aim to carry out **emergency repairs** within the timescales given to an **insured person** but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. **We** will always let the **insured person** know of any delays as soon as possible.
- d) The **authorised repairer** will attempt to carry out a **temporary repair** and it is then **your** responsibility to carry out any subsequent **permanent repair**. Where a **permanent repair** is no more costly than a **temporary repair**, the **authorised repairer** will attempt a **permanent repair** but this will always depend on the circumstances and type of **emergency**.
- e) If the cost of **emergency repairs** are likely to exceed the maximum amount the **insurer** will pay for each **emergency** (see **Meaning of words and terms – emergency assistance costs**), the **authorised repairer** can continue to provide **emergency repairs**, subject to **your** agreement, but **you** will be responsible for any additional costs.
- f) **We** will not provide cover for an **emergency** if it happens or was known about before the start date of this insurance or within 72 hours of the start date if this insurance is taken out separately to another insurance policy (such as **your** home insurance).
- g) If **we** are unable to cover an **insured person's** claim then, subject to the extent of work required, **we** may still be able to arrange for an **authorised repairer** to visit **your home** but this will be under a separate agreement between **you** and the **authorised repairer** and all costs will be **your** responsibility.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>adverse weather conditions</b>	a period of weather defined as: <b>a)</b> wind with gusts of at least 48 knots (55 miles per hour); or <b>b)</b> torrential rainfall at a rate of 25 millimetres per hour; or <b>c)</b> snow to a depth of at least 30 centimetres in 24 hours; or <b>d)</b> hail of such intensity that it causes damage to hard surfaces or breaks glass. For the avoidance of any doubt, <b>adverse weather conditions</b> at the time of the <b>emergency</b> will only be corroborated by <b>us</b> using Met Office data.
<b>authorised repairer</b>	An appropriate tradesperson, appointed by <b>us</b> , to respond to the <b>emergency</b> .
<b>beyond economic repair</b>	The point where the <b>authorised repairer</b> decides the cost of repairing <b>your main source of heating</b> (including labour and parts) is more than its value. This will take into account its age, make and model.
<b>domestic electric or gas supply</b>	The permanent electrical wiring system or gas supply pipe which supplies domestic power to <b>your home</b> through <b>your</b> electricity or gas supply meter and which <b>you</b> are legally responsible for. This <b>does not include</b> the mains electricity or external gas supply which is the responsibility of the relevant utility company.
<b>emergency</b>	A sudden and unforeseen incident which needs to be dealt with immediately to avoid: <b>a)</b> causing damage or further damage to <b>your home</b> ; <b>b)</b> making <b>your home</b> unsafe, insecure or uninhabitable; <b>c)</b> leaving <b>your home</b> without any <b>domestic electric or gas supply, internal plumbing and drainage</b> or <b>main source of heating</b> ; or <b>d)</b> exposing any person to a risk to their health and/or to their safety.
<b>emergency assistance costs</b>	The <b>insurer</b> will pay the following: <b>a)</b> for <b>insured incident 9 Overnight Accommodation</b> – up to £100 (including VAT) per <b>insured person</b> subject to a total maximum amount payable of £250 (including VAT); and <b>b)</b> for all other <b>insured incidents</b> – up to £1,000 (including VAT) to cover an <b>authorised repairer's</b> call-out charge, labour costs and, where necessary, parts and materials.
<b>emergency repairs</b>	Repairs and/or work carried out by an <b>authorised repairer</b> to resolve the immediate <b>emergency</b> . This may involve a <b>temporary repair</b> or a <b>permanent repair</b> (if this is no more costly than a <b>temporary repair</b> ).
<b>home</b>	The private residence that <b>you</b> own and permanently live in, that has no more than 5 bedrooms, which is located in the <b>territorial limit</b> . This <b>does not include</b> : <b>a)</b> gates, walls, fences, hedges, garages (other than integral garages), sheds, greenhouses and any other outbuildings not designed to be permanently lived in; <b>b)</b> cesspits, fuel tanks, septic tanks or swimming pools; and <b>c)</b> any shared facilities or communal parts of a property where <b>you</b> do not have sole responsibility.
<b>insured person</b>	<b>You</b> and any person who lives in or is staying at <b>your home</b> with <b>your</b> permission.
<b>insurer</b>	Financial & Legal Insurance Company Limited.
<b>internal plumbing and drainage</b>	The water pipework, water storage and waste water drainage system which <b>you</b> are legally responsible for. This <b>does not include</b> supply pipes or drainage systems which are the responsibility of the relevant utility company.
<b>main source of heating</b>	The main gas, electric or oil fuelled hot water or central heating system in <b>your home</b> . This <b>does not include</b> any form of non-domestic heating, warm air systems or any form of solar power.
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> schedule and any further period(s) this insurance is renewed for.
<b>permanent repair</b>	Repairs and/or work required to put right the fault which caused the <b>emergency</b> on a permanent basis. An <b>authorised repairer</b> may be able to complete this if it can be carried out during the same <b>emergency</b> and at no more cost than a <b>temporary repair</b> , otherwise this will be <b>your</b> responsibility.
<b>pests</b>	Wasps' or hornets' nests, brown or black rats or house or field mice.
<b>temporary repair</b>	Repairs and/or work carried out by an <b>authorised repairer</b> to immediately resolve the <b>emergency</b> but which will need to be replaced by a <b>permanent repair</b> .
<b>territorial limit</b>	England Wales, Scotland and Northern Ireland
<b>we, us, our</b>	Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b> .
<b>you, your</b>	The person named in the schedule who has purchased this insurance.

## Insured incidents

Note the **insurer** will pay up to a maximum of 5 claims per **period of insurance**.

### Insured incident 1 – Main Source of Heating

What you are covered for	What you are not covered for
<b>Emergency repairs</b> following an <b>emergency</b> which occurs as a result of the complete failure to function or breakdown of the <b>main source of heating</b> in <b>your home</b> .	The cost of, or contribution towards, replacing the <b>main source of heating</b> if it is <b>beyond economic repair</b> .  Any claim that is as a result of lack of maintenance or neglect including where an annual boiler service has not been completed.  Boilers that are over 15 years of age or over 238,000 btu net output (70 Kilowatt)  Underfloor heating

### Insured incident 2 – Domestic Electric or Gas Supply

What you are covered for	What you are not covered for
<b>Emergency repairs</b> following an <b>emergency</b> which occurs as a result of a complete failure of the <b>domestic electric or gas supply</b> in <b>your home</b> .	Domestic appliances or any electrical items with a plug. Replacement of lightbulbs, fuses or routine electrical maintenance.

### Insured incident 3 – Internal Plumbing and Drainage

What you are covered for	What you are not covered for
<b>Emergency repairs</b> following an <b>emergency</b> which occurs as a result of a failure, blockage, leak or damage to the <b>internal plumbing and drainage</b> in <b>your home</b> .	Any excavation or trace and access costs  Repair work to or the cost of replacing lead pipework.  Replacement of showers, sanitaryware, basins, taps, radiator valves, central heating radiators, water tanks.

### Insured incident 4 – Toilet Unit

What you are covered for	What you are not covered for
<b>Emergency repairs</b> following an <b>emergency</b> which occurs as a result of a failure, blockage, leak or damage to the toilet bowl or cistern in <b>your home</b> .  <i>Please note that an <b>authorised repairer</b> will not be able to assist if there is any other functioning toilet in <b>your home</b> at the time of the <b>emergency</b> which an <b>insured person</b> is able to access.</i>	Any excavation or trace and access costs  Replacement of any sanitaryware.  Repair work to or the cost of replacing lead pipework.

### Insured incident 5 – Pest Infestation

What you are covered for	What you are not covered for
<b>Emergency repairs</b> following an <b>emergency</b> which occurs as a result of an infestation of <b>pests</b> in <b>your home</b> .	



## Insured incident 6 – Windows, Doors and Locks

What you are covered for	What you are not covered for
<p><b>Emergency repairs</b> following an <b>emergency</b> which occurs as a result of failure to function or damage to the external doors, windows or locks in <b>your home</b>.</p> <p><i>Please note that:</i></p> <ul style="list-style-type: none"> <li>(i) <i>there is no cover for any internal doors, glass or locks; and</i></li> <li>(ii) <i>an <b>authorised repairer</b> will attempt to make <b>your home</b> safe and secure which may involve boarding up windows and/or repairing broken locks.</i></li> </ul>	

## Insured incident 7 – Lost or Broken Keys

What you are covered for	What you are not covered for
<p><b>Emergency repairs</b> following an <b>emergency</b> which occurs as a result of the keys to <b>your home</b> unexpectedly breaking, becoming lost or getting locked inside <b>your home</b> and there is no immediate access to a spare set.</p> <p><i>Please note that an <b>authorised repairer</b> will attempt to gain access to <b>your home</b> and where necessary, make it safe and secure which may involve boarding up windows and/or repairing broken locks.</i></p>	

## Insured incident 8 – Roof Damage

*This cover only applies if you are the freeholder (where you own your home outright and are responsible for the repair and maintenance of the exterior and/or common parts) and not if you are the leaseholder (where you are only responsible for the repair and maintenance of the internal features of your home).*

What you are covered for	What you are not covered for
<p><b>Emergency repairs</b> to the roof of <b>your home</b> following an <b>emergency</b> which occurs as a result of <b>adverse weather conditions</b> or fallen trees.</p> <p><i>Please note that:</i></p> <ul style="list-style-type: none"> <li>(i) <i>an <b>authorised repairer</b> will attempt to prevent any further damage or water ingress which may involve using a tarpaulin or similar material to resolve the <b>emergency</b>; and</i></li> <li>(ii) <i>loss or damage to buildings and/or contents may be covered under <b>your</b> home insurance policy which may include the costs of a <b>permanent repair</b>.</i></li> </ul>	

## Insured incident 9 – Overnight Accommodation

What you are covered for	What you are not covered for
<p>The <b>insurer</b> will pay up to £100 (including VAT) per <b>insured person</b> subject to a total maximum amount payable of £250 (including VAT) for the cost of one night's alternative accommodation (room and, where necessary, cost of transport only) if, as a result of an <b>emergency</b> we have agreed to cover under this insurance, an <b>authorised repairer</b> agrees that <b>your home</b> is uninhabitable.</p> <p><i>Please note that you are responsible for paying the costs of the accommodation which will then be reimbursed by the <b>insurer</b> as long as you provide all valid receipts within 30 days of the <b>emergency</b>.</i></p>	



## General exclusions applying to the whole policy

There is no cover for:

### 1) Claims arising before or within 72 hours of this insurance starting

Any claim where the **emergency** or event happened or was known about:

- a) before this insurance started; or
- b) within the first 72 hours of the start date of this policy if this insurance is taken out separately to any other insurance policy (e.g. **your** home insurance policy).

### 2) Costs incurred and action taken which we have not authorised

a) Any **emergency assistance costs** incurred:

- (i) before **we** have been notified of a request for **emergency repairs**; and/or
- (ii) which **we** have not authorised or for work which has not been carried out by an **authorised repairer**.

b) Any action taken by an **insured person** which **we** or the **authorised repairer** have not agreed to.

### 3) Wear and tear

Any claim for items or parts which need to be replaced as a result of natural wear and tear including, but not limited to, tap washers, light bulbs, fuses in plugs or the cost of updating essential services including re-wiring of internal electrics.

### 4) Failure to carry out home maintenance

Any claim which would have been prevented through routine maintenance of **your home** including, but not limited to, servicing of the **main source of heating** and removing debris from guttering and drain pipes.

### 5) Failure to carry out remedial work or permanent repairs

Any claim where an **insured person** has failed to carry out remedial work recommended to them or where an **authorised repairer** has carried out a **temporary repair** and an **emergency** has recurred due to an **insured person's** failure to subsequently carry out a **permanent repair**.

### 6) Warranties, design faults and incorrect installations or repairs

Any **emergency assistance costs** or **emergency repairs** which are:

- a) covered by a manufacturer's, supplier's or installer's warranty or guarantee;
- b) a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements.

### 7) Unoccupied or second homes and rented or let properties

Any claim where **your home**:

- a) has remained unoccupied for the last 30 days in a row; and/or
- b) is not occupied by anybody aged 18 or over when an **authorised repairer** arrives at **your home** to attend to an **emergency**; and/or
- c) is rented to **you**, is let by **you** or is not **your** principal place of residence.

### 8) Damage caused during repairs and losses not directly covered

Any costs arising from:

- a) damage caused to **your home** as a result of an **approved repairer** having to gain access to **your home** or to access the source of the **emergency** including, but not limited to, tracing leaking pipes behind walls or under floors (depending on the circumstances, the **approved repairer** will attempt to carry out **emergency repairs** but there is no cover under this insurance to reinstate **your home** to its original condition, although this may be covered under **your** household insurance);
- b) losses which are not directly covered by this insurance including, but not limited to, replacing damaged personal belongings or loss of earnings if the **emergency** results in an **insured person** having to take time off work.

### 9) Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **insured person**.

## General exclusions applying to the whole policy (continued)

There is no cover for:

### 10) Health and safety and restricted access

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an **approved repairer**. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.

### 11) Mains utility services

Any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies, however they are caused.

### 12) Subsidence

Any claim arising from subsidence, heave or landslip.

### 13) War, terrorism, radioactive contamination and pressure waves

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 contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion 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.

### 14) Maximum number of claims

More than 5 claims per **period of insurance**.

### 15) Sanctions

Any payment or provision of any other benefit under this policy if the insurer is prevented from doing so by any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America. The economic sanctions of the United States of America shall only apply where they do not violate European or local legal regulations.

## General conditions applying to the whole policy

An **insured person** must keep to these conditions as failure to do so may lead to **us** refusing a claim or cancelling this insurance (please refer to **condition 8**)

### 1) An insured person's obligations

An **insured person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent a claim from occurring under this policy and to avoid incurring any unnecessary costs;
- c) ensure that **your home** and its systems and equipment are maintained in a good state of repair and serviced in accordance with the manufacturer's instructions;
- d) co-operate fully with **us** and the **authorised repairer** and provide honest and accurate information at all times;
- e) accept **our** or the **authorised repairer's** decision on the most suitable method of **emergency repairs** or choice of replacement parts used to resolve the **emergency**;
- f) ensure that a **permanent repair** is completed as soon as possible following a **temporary repair** in order to prevent an **emergency** from recurring.

### 2) Our rights

**We** can:

- a) reclaim **emergency assistance costs** from an **insured person** if **emergency repairs** are completed but it is subsequently established that the request for emergency assistance was not covered by this insurance;
- b) pursue another party (who is not an **insured person** under this insurance) to recover **emergency assistance costs** paid by the **insurer** if **we** believe that party to be responsible for causing the **emergency**. In these circumstances, an **insured person** must allow **us** to take over and conduct any claim in their name and the **insured person** must also provide **us** with any help and information **we** need.

### 3) Liability for additional costs and disruption in service

- a) The **insurer** is only liable for **emergency assistance costs** following an **emergency** and any other costs subsequently incurred to complete a **permanent repair** or any other work carried out are not covered by this insurance and are subject to a separate agreement between an **insured person** and another contractor (including an **authorised repairer**).
- b) **We** and an **authorised repairer** will make every effort to provide the emergency assistance services described in this policy but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond **our** or the **authorised repairer's** reasonable control, such as severe weather conditions.

### 4) Parts availability

- a) Where an **authorised repairer** does not carry the spare parts needed for **emergency repairs**, **we** or the **authorised repairer** will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond **our** or the **authorised repairer's** control.
- b) In order to carry out **emergency repairs**, the spare or replacement parts used by the **authorised repairer** may not be from the original manufacturer and may not be a like-for-like replacement.

### 5) Other insurance and apportionment of costs

If any **emergency assistance costs** covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 6) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

### 7) Parts availability

- c) Where an **authorised repairer** does not carry the spare parts needed for **emergency repairs**, **we** or the **authorised repairer** will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond **our** or the **authorised repairer's** control.
- d) In order to carry out **emergency repairs**, the spare or replacement parts used by the **authorised repairer** may not be from the original manufacturer and may not be a like-for-like replacement.

## General conditions applying to the whole policy (continued)

### 8) Other insurance and apportionment of costs

If any **emergency assistance costs** covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 9) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

### 10) Your cancellation rights

#### a) 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 the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as an **insured person** has not made a claim under this insurance during the current **period of insurance**.

#### b) 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. As long as an **insured person** has not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

### 11) Our cancellation rights

#### a) General

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) an **insured person** has failed to co-operate with **us** or an **authorised repairer** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance;
- (ii) where **we** or an **authorised repairer** have reason to believe that **your home** is not being maintained to a good state of repair.

#### b) Fraudulent or dishonest claims

If **we** have evidence that an **insured person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **us** or an **authorised repairer** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any costs paid in respect of that claim which the **insurer** otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### 12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, and shall also include any subsequent amending or replacement legislation.

## General information

### The insurer

This insurance is underwritten by Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ. Registered in England under Company No. 03034220.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Reference Number 202915

### The Financial Services Compensation Scheme

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 [www.fscs.org.uk](http://www.fscs.org.uk)

### Financial and Legal Data protection notice

The **Insurer** acts as the Data Controller. How the **Insurer** uses and looks after the personal information is set out below.

Information may be used by the **Insurer**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes.

The lawful basis for the processing is that it is necessary for the **Insurer** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to the **Insurer** under this Policy. The processing of **your** personal data may also be necessary to comply with any legal obligation the **Insurer** may have and to protect **your** interest during the course of any claim.

#### What we process and share

The personal data **you** have provided, the **Insurer** has collected from **you**, or the **Insurer** has received from third parties may include **your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **your** computer or other internet connected device including **your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **you** have provided in support of **your** insurance claim.

The **Insurer** may receive information about **you** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **you**.

The **Insurer** will not pass **your** information to any third parties except to enable them to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case they may need to share **your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.

Other suppliers carrying out a service on the **Insurer's**, or **your** behalf.

The **Insurer** will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

#### Data Retention

The **Insurer** will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

#### Your rights

**Your** personal data is protected by legal rights, which include **your** rights to:

- Object to **our** processing of **your** personal data.
- Request that **your** personal data is erased or corrected.

- Request access to **your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

**You** can request to see what data the **Insurer** holds on **you**, there is no charge for this service.

If **you** have any questions about the **Insurer's** privacy policy or the information they hold about **you** please contact the **Insurer**.

### LPG Data protection notice

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 [www.legalprotectiongroup.co.uk](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/>

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 Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH**

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 to 5pm)

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

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

**We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH**

#### As soon as a complaint is received:

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

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



If the complaint is about another party, such as a service provider, **we** will refer details of the 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.

**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 **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.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**Important: This complaints notification procedure does not affect your right to take legal action.**





insure | protect | assist

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

Unit 8 Pinkers Court,  
Briarland Office Park,  
Gloucester Road,  
Rudgeway,  
Bristol.  
BS35 3QH.

LPG is a trading name of Legal Protection Group Limited.

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