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Computerquote Silver Home Emergency Assistance Insurance Product Information Document

24/7 Claims Helpline 0161 660 7122

Silver Home Emergency Assistance

Insurance Product Information Document

Company: Legal Protection Group Limited Product: Silver Home Emergency Assistance



This insurance policy is:

- administered and managed by Legal Protection Group Limited, registered in England and Wales, company number 10096688. Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Somerset Bridge Insurance Services Limited (firm reference number 477112). Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
- underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a policy schedule showing the specific details of your policy. Please take some time to read the policy documents when you receive them. It is important that you tell the person who sold you this insurance policy as soon as possible if any of the information is incorrect. Please note, all amounts shown below include any applicable tax.

What is this type of insurance?

Home Emergency Assistance is an assistance insurance contract which provides access to an authorised contractor who will carry out emergency assistance to prevent damage or further damage to your home, make your home safe and secure and to prevent risk to health or to safety in the emergencies listed below, subject to the terms and conditions of your policy.



What is insured?

- ✓ Emergency repair costs (including call-out fees, labour costs and the cost of replacement parts and materials) up to £500 per emergency;
- ✓ Overnight accommodation costs up to £500 per emergency.

Domestic Electric, Water or Gas Supply

- ✓ Complete failure of the domestic electric, water or gas supply in your home.

Internal Plumbing and Drainage

- ✓ Burst pipes or a leak of the internal plumbing and drainage system likely to cause damage to your home.

Toilet Unit

- ✓ Failure of the internal flushing mechanism within the cistern of the toilet bowl in your home.

Pest Infestation

- ✓ An infestation of pests causes a health or safety risk or damage to your home.

Windows, Doors and Locks

- ✓ Failure to function or damage to the external doors, windows or locks in your home.

Lost or Broken Keys

- ✓ The keys to your home are broken, lost or locked inside your home and there is no immediate access to a spare set.

Roof Damage

- ✓ Damage to the roof which risks internal damage to your home.

Overnight Accommodation

- ✓ Reimbursement of the cost of one night's accommodation (room and transport only) if your home is uninhabitable following an emergency covered under this insurance.



What is not insured?

There is no cover for:

Domestic Electric, Water or Gas Supply

- ✗ Failure of the electrical system where you cannot evidence a safety inspection within the 10 years prior to your claim.
- ✗ Water Pressure adjustments where there is no failure of the water supply.
- ✗ Failure of the water supply caused by hard water scale or sludge.
- ✗ Interruption, disconnection or failure of the mains utility services outside of the boundary of your home and/or for which the utility company should be responsible.

Internal Plumbing and Drainage

- ✗ Removing debris from guttering and drain pipes
- ✗ Small-bore macerator pumping systems, including Saniflow toilets.
- ✗ Supply pipes or drainage systems which are the responsibility of the relevant utility company.

Toilet Unit

- ✗ Claims where there is another functioning toilet in your home which can be accessed.
- ✗ Small-bore macerator pumping systems, including Saniflow toilets.

Pest Infestation

- ✗ Infestations other than those caused by wasps, hornets, brown or black rats or house or field mice.

Windows, Doors and Locks

- ✗ Internal doors, glass or locks.



Are there any restrictions on cover?

The following key exclusions also apply to the whole policy:

- ! properties which are rented by you, let by you or which are not your principal home.
- ! properties which have been unoccupied for the last 30 days in a row.
- ! gates, walls, fences, hedges, garages (other than integral garages), sheds, greenhouses, outbuildings not designed to be permanently lived in, cesspits, fuel tanks, septic tanks, swimming pools, shared facilities or communal parts of a property for which you do not have sole responsibility.
- ! emergencies you were aware of before this insurance started; or any emergency which happens in the first 48 hours of the start date of this insurance if this policy is taken out separately to any other insurance policy (such as home insurance).
- ! costs incurred before Legal Protection Group Limited has accepted your claim or for work which has not been authorised by us or has not been carried out by our authorised contractor.
- ! items or parts which need to be replaced as a result of natural wear and tear.
- ! repairs required due to a lack of normal day-to-day home maintenance.
- ! failure to carry out repairs recommended to you or where an emergency has recurred due to your failure to carry out a permanent repair after the authorised contractor had carried out a temporary repair to resolve the emergency.
- ! permanent repairs where a temporary repair has been deemed fair and reasonable in the circumstances.
- ! damage caused by having to gain access to your property or to access the source of the emergency, or costs to reinstate your property to its original condition.



Where am I covered?

- ✓ You are covered for emergencies which happen at your home which must be located in United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.



What are my obligations?

An insured person must:

- keep to the terms and conditions of the policy;
- take reasonable precautions to prevent an emergency from occurring and to avoid incurring unnecessary costs;
- ensure that your home and its systems and equipment are maintained in a good state of repair and complete any necessary maintenance to your home;
- co-operate fully with Legal Protection Group Limited and with our authorised contractor;
- notify Legal Protection Group Limited of any emergency upon discovery and within the period of insurance;
- agree to use Legal Protection Group Limited's authorised contractor and agree to their decision on the most suitable method to resolve the emergency.



When and how do I pay?

The premium for this insurance policy is payable to the person who is selling you this insurance policy before the intended start date (unless paid by monthly instalments).

The person who is selling you this insurance policy will confirm the total amount payable, payment dates and any available payment options.



When does the cover start and end?

Unless otherwise agreed, your cover will last for one year, starting from the date specified in your policy schedule.



How do I cancel the contract?

You can cancel this insurance policy by notifying the person who sold you this insurance policy within 14 days of either the start date or the date you receive your policy documents, whichever is later. Providing no claims have been made during the current period of insurance, the premium will be refunded in full.

You can cancel at any other time by giving the person who sold you this insurance policy 7 days' notice. Providing no claims have been made during the current period of insurance, you will be entitled to a partial refund for the remaining time on cover.

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

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Computerquote Silver Home Emergency Assistance Policy wording

24/7 Claims Helpline 0161 660 7122

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

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, 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**.

Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Somerset Bridge Insurance Services Limited (firm reference number 477112). Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Home Emergency Assistance insurance is underwritten by Alwyn 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. 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

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 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 straightaway on **0161 660 7122** and select option 1.

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 be 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 24 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:

authorised repairer	An appropriate tradesperson, appointed by us , to respond to the emergency .
domestic electric, water or gas supply	The permanent electrical wiring system or water or gas supply pipe which supplies domestic power or water to your home through your electricity, water or gas supply meter and which you are legally responsible for. This does not include the mains electricity or external water or gas supply which is the responsibility of the relevant utility company.
emergency	A sudden and unforeseen incident which needs to be dealt with immediately to avoid: <ul style="list-style-type: none"> a) causing damage or further damage to your home; b) making your home unsafe, insecure or uninhabitable; c) leaving your home without any domestic electric or gas supply or internal plumbing and drainage; or d) exposing any person to a risk to their health and/or to their safety.
emergency assistance costs	The insurer will pay the following: <ul style="list-style-type: none"> a) for insured incident 9 Overnight Accommodation – up to £500 (including VAT) per insured incident; and b) for all other insured incidents – up to £500 (including VAT) to cover an authorised repairer's call-out charge, labour costs and, where necessary, parts and materials.
emergency repairs	Repairs and/or work carried out by an authorised repairer to resolve the immediate emergency . This may involve a temporary repair or a permanent repair (if this is no more costly than a temporary repair).
home	The private residence that you own and permanently live in, which is located in the territorial limit . This does not include : <ul style="list-style-type: none"> a) gates, walls, fences, hedges, garages (other than integral garages), sheds, greenhouses and any other outbuildings not designed to be permanently lived in; b) cesspits, fuel tanks, septic tanks or swimming pools; and c) any shared facilities or communal parts of a property where you do not have sole responsibility.
insured person	You and any person who lives in or is staying at your home with your permission.
insurer	Alwyn Insurance Company Limited.
internal plumbing and drainage	The water pipework, water storage and waste water drainage system which you are legally responsible for. This does not include supply pipes or drainage systems which are the responsibility of the relevant utility company.
period of insurance	The period of time covered by this policy as shown in your schedule and any further period(s) this insurance is renewed for.
permanent repair	Repairs and/or work required to put right the fault which caused the emergency on a permanent basis. An authorised repairer may be able to complete this if it can be carried out during the same emergency and at no more cost than a temporary repair , otherwise this will be your responsibility.
pests	Wasps' or hornets' nests, brown or black rats or house or field mice.
temporary repair	Repairs and/or work carried out by an authorised repairer to immediately resolve the emergency but which will need to be replaced by a permanent repair .
territorial limit	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
we, us, our	<ul style="list-style-type: none"> a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer. b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the insurer.
you, your	The person named in the schedule who has purchased this insurance.

Insured incidents

Insured incident 1 – Domestic Electric, Water or Gas Supply

What you are covered for	What you are not covered for
<p>Emergency repairs following an emergency which occurs as a result of a complete failure of the domestic electric, water or gas supply in your home.</p>	<ul style="list-style-type: none">(i) Failure of your home's electrical system where you cannot evidence a safety inspection within the 10 years prior to your home emergency claim.(ii) Water pressure adjustments where there is no failure of the water supply.(iii) Failure of the water supply caused by hard water scale or sludge.

Insured incident 2 – Internal Plumbing and Drainage

What you are covered for	What you are not covered for
<p>Emergency repairs following an emergency which occurs as a result of burst pipes or a leak of the internal plumbing and drainage likely to cause damage to your home.</p>	<ul style="list-style-type: none">(i) Removing debris from guttering and drain pipes.(ii) Small-bore macerator pumping systems, including Saniflow toilets.

Insured incident 3 – Toilet Unit

What you are covered for	What you are not covered for
<p>Emergency repairs following an emergency which occurs as a result of a failure of the internal flushing mechanism within the cistern of the toilet bowl in your home.</p> <p>Please note that an authorised repairer will not be able to assist if there is any other functioning toilet in your home at the time of the emergency which an insured person is able to access.</p>	Small-bore macerator pumping systems, including Saniflow toilets.

Insured incident 4 – Pest Infestation

What you are covered for	What you are not covered for
The removal of pests by an authorised repairer following an emergency which occurs as a result of an infestation of pests in your home .	

Insured incident 5 – Windows, Doors and Locks

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

Insured incidents (continued)

Insured incident 6 – Lost or Broken Keys

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

Insured incident 7 – 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>Emergency repairs to the roof of your home following an emergency which risks internal damage to your home.</p> <p>Please note that:</p> <p class="list-item-l1">(i) an authorised repairer will attempt to prevent any further damage or water ingress which may involve using a tarpaulin or similar material to resolve the emergency; and</p> <p class="list-item-l1">(ii) loss or damage to buildings and/or contents may be covered under your home insurance policy which may include the costs of a permanent repair.</p>	

Insured incident 8 – Overnight Accommodation

What you are covered for	What you are not covered for
<p>The insurer will pay up to £500 (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 emergency we have agreed to cover under this insurance, an authorised repairer agrees that your home is uninhabitable.</p> <p>Please note that you are responsible for paying the costs of the accommodation which will then be reimbursed by the insurer as long as you provide all valid receipts within 30 days of the emergency.</p>	

General exclusions applying to the whole policy

There is no cover for:

1) Claims arising before or within 48 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 48 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**.

authorised

- 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**.

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**.

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.

General exclusions applying to the whole policy (continued)

There is no cover for:

11) Mains utility services

Any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies due to a failure outside of the boundary of **your home** and/or for which **your** utility company or another party should normally be responsible.

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.

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.

General conditions applying to the whole policy (continued)

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) 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.

8) 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.

9) 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.

10) 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, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

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

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

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, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

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: caserwork@ico.org.uk

General information (continued)

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
- Phone: 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)
- Post: Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

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
- 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 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.

Computerquote Home Emergency Assistance is arranged and administered by Legal Protection Group Limited, Registered Office: Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ Registered in England and Wales, Company Number 10096688.

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www.computerquoteinsurance.com