

LANDLORD HOME EMERGENCY POLICY

WELCOME

Thank **you** for choosing Landlord Home Emergency Insurance. It's important that **you** read this wording and **your policy** schedule to make sure that everything **you've** told **us** is correct. Please read this **policy** carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this **policy** wording. It's important that **you** keep this **policy** wording and **your policy** schedule in a safe place in case **you** need to look at them later.

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613 These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

To ensure **we** are consistent in providing **our** customers with quality service, **we** may record **your** telephone call.

THE AIMS OF THIS INSURANCE

This insurance is for landlords and specifically for emergencies related to **your** let **property**, not for general household buildings or contents coverage. It works alongside **your** buildings insurance **policy** and offers benefits and services that are not included in that **policy**.

Please note that this insurance does not cover regular maintenance tasks that **you** should normally take care of or pay for. These are things that gradually wear out over time or require periodic attention, like descaling central heating pipes or replacing washers in taps and cisterns.

Our goal is to provide fast and expert assistance if **you** experience an **emergency** in **your** let **property** that is covered by this **policy**. **We** will arrange for one of **our approved contractors** from **our** list of authorised tradespeople across the country to come and take necessary actions to stabilise the situation and address the **emergency**.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the **policy**.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct.
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

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

FRAUD

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

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

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.

MEANING OF WORDS

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

Approved contractor: A tradesman approved and authorised by **us** in advance to carry out repairs.

Schedule of insurance: The separate document **we** send **you** that includes details about **you** and what **you** are covered for.

Emergency: A sudden problem that, if not fixed quickly, makes **your property** unsafe, damages **your property**, puts **you** or others at risk or causes a health and safety risk.

Excess: Means the amount of money **You** must pay as the first part of each and every claim

Geographical Limits: Great Britain, Northern Ireland, the Isle of Wight, and the Isle of Man.

Insurer: Collinson Insurance.

Limits of Cover: The most **we** will pay in the event of a claim.

Mains Services: Mains drainage to the boundary of the **property**; electricity and gas supplies within the **property**, and the main source of heating where no alternative exists, and the service is immediately necessary to prevent an **emergency**.

Period of Insurance: The period stated on **your schedule of insurance** that this **policy** is in force for.

Permanent repair: Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

Policy: These terms and conditions, the **schedule of insurance**, and any changes **we** may advise **you** of in writing.

Premium: The amount **you** pay for this insurance.

Property: The building let to a **tenant** under a **tenancy agreement**, as shown on the **schedule of insurance**...

Renewal Date: The date shown in the renewal letter **we** send **you**.

Start Date: The **date** shown in **your schedule of insurance** when this cover starts.

Temporary repair: A short-term repair performed by an **approved contractor** to address the **emergency**, which may later need a **permanent repair**.

Tenant(s): The occupants of the home who are named in the **tenancy agreement**.

Tenancy agreement: The written **tenancy agreement** between **you** and the **tenant** in relation to the home which is:

- an Assured Shorthold **tenancy agreement** as defined within the Housing Act 1988 (as amended); or
- a Company Residential tenancy (company let) created after 28th February 1997 where the **tenant** is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the **property** is let purely for residential purposes to an employee of the **tenant**; or
- for tenancies in Scotland, a Short Assured Tenancy or Assured Tenancy as defined in the Housing (Scotland) Act 1987, or a Private Residential **tenancy agreement** created after the 1st December 2017 as defined within the Private Housing (Tenancies) (Scotland) Act 2016; or
- for tenancies in Wales, an Occupation Contract as defined in the Renting Homes (Wales) Act 2016

Unoccupied: Not been lived in by **you**, **your** family, or **your tenant**.

We/Us/Our: Collinson Insurance.

You/Your: The person named on the **schedule of insurance**.

ELIGIBLE PROPERTIES

We provide cover for the following types of properties that are owned by **you** and let out to a **tenant** under a **tenancy agreement**.

- Houses.
- Bungalows.
- Permanently sited park homes.
- Self-contained flats or maisonettes.

We will not cover:

- Detached garages.
- Sheds.
- Other outbuildings.
- **Your property** if it is used for any business use.
- Bed-sits.
- Residential or nursing homes.

YOUR COVER

What is Covered	What is Not Covered
An event which we consider to be an emergency to your property by the following causes:	<ul style="list-style-type: none"> • An emergency which happens before the period of insurance starts or within 14 days of the first start date of this policy. This exclusion does not apply at renewal. • The policy excess
Bursting or sudden leakage or damage to the plumbing and drainage system which is causing internal water damage to your property within your property . This includes leaking pipes, external drains, water tanks, blockages in toilet waste pipes	<ul style="list-style-type: none"> • Dripping taps. • Burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap. • Slow leaks from joints or gaskets which does not involve a sudden escape of water.

(if there is only one toilet in the property) or leaking radiators	<ul style="list-style-type: none"> • Leaking overflows. • The results of hard water scaling deposits • replacement of cylinders, tanks, radiators, and sanitary ware. • Any claim where there is another working toilet within your property. • Breakdown of, loss of or damage to Saniflow toilets, domestic appliances, or other mechanical equipment. • External water supplies, or any water supply pipes that you are not responsible for. • Blockage of soil or waste pipes from sinks, basins, bidets, baths, or showers. • Malfunctioning or blockage of cesspits or septic tanks and their associated pipe work. • Any leak caused by pests or infestations • 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.
Electrical/Gas Supply – the sudden, unexpected failure or breakdown of the electricity gas supply within your property	<ul style="list-style-type: none"> • Replacement of light bulbs or fuses in plugs. • loss or damage arising from the utility company interrupting or deliberately disconnecting the Mains services or any equipment they are responsible for
Complete failure of your primary central heating system involving a boiler. this includes the failure of Your domestic hot water heating.	<ul style="list-style-type: none"> • Any costs for work recommended as being undertaken following a service of Your boiler. • Boilers that have not been serviced in line with the manufacturer's guidance or where you cannot provide evidence that the boiler has been serviced within the last 12 months. We will need to see evidence the boiler has been serviced before you can make a claim. • Heating systems more than 15 years old. • Heating systems that have an output of more than 60kw per hour. • Any intermittent or reoccurring fault any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions. • Any water pressure adjustments or failure caused through hard water scale or sludge. • Gas leaks from any pipes or appliances. • Any boiler or system noise. • Any radiator valves. • Any costs relating to the repair or replacement of the central heating pump or wall or room thermostat. • Any airlocks in the central heating piping.
Removal of wasp or hornet nests, field or house mice or brown rat infestations within your property . The cover extends to the adjoining outbuildings and the garden of your home in respect of wasp or hornet nests.	<ul style="list-style-type: none"> • Infestations or pests in gardens, or outbuildings. • Damage caused by the pests or infestations or by their removal. • Repeated claims where you have not followed previous guidance from us or the approved contractor to prevent continued or further infestations. • Infestations where you have not taken reasonable hygiene measures to prevent it.
Security and glazing, the sudden or unexpected failure of, or damage caused to external locks, doors or windows which compromises the security of your property .	<ul style="list-style-type: none"> • Breakage of internal glass or doors. • Any loss caused by a break-in or vandalism that has not been reported to the Police.
Damage to, or mechanical failure of, the only accessible toilet or cistern in Your property which results in complete loss of function.	<ul style="list-style-type: none"> • Any claim where there is another working toilet within Your property • Breakdown of, loss of or damage to Saniflow toilets, domestic appliances, or other mechanical equipment

Emergency, temporary repairs following damage to your roof which is causing internal water damage.	<ul style="list-style-type: none"> • Cost of replacement ceramics or parts • flat or Tarpaulin Roofs • Any claim involving guttering.
Where your property is rendered not fit to live in as a result of an emergency covered by this policy , we shall at your request arrange and pay up to a total of £250 (including VAT) for reasonable overnight accommodation and/or the transport to such accommodation	

If **your** boiler is beyond economic repair, **we** will contribute to the cost of a new boiler installation. Once **you** send **us** an invoice from a Gas Safe contractor for the new boiler, **we** will pay £500, less any **premium you owe us**.

A boiler can be uneconomical to repair if:

- The repair parts cost more than 85% of a new boiler retail price.
- A new boiler costs less than repairing the old one.
- Parts are no longer available.
- The fault type and repairs needed.
- Any repair would be temporary, and the boiler is likely to fail again.

Our contractor decides if repairing **your** boiler is economical, using their knowledge and experience.

You can choose to have someone else repair it, but **we** would no longer insure it, even if repaired.

If **you** get a new boiler, it has its own guarantee so **we** cannot continue insuring it. No refund of **premium you paid us**.

CONDITIONS AND LIMITS

Conditions

Your cover under this **policy** depends on the following conditions.

1. **You** must take all reasonable steps to protect **your property** and prevent loss and damage and to maintain **your property** in sound condition and good repair.
2. All boilers and other equipment must be serviced annually or in accordance with manufacturer's guidelines and **you** must keep all service documentation as **we** will need to see them before **you** can make a claim.
3. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.
4. **We** will insure **you** under this **policy** only if **you** keep to the terms and conditions of this **policy**.
5. **We** may take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this **policy**. This is to enable **us** to recover any costs **we** have incurred from any third party who may have liability for the costs.
6. When **you** become aware of a possible claim under this **policy**, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own appointed contractor, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **you** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.
7. If there is any dispute about the **policy** interpretation, or if **we** have accepted a claim but there is a disagreement over the amount **we** will pay, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under the Customer Satisfaction section. Using this service will not affect **your** legal rights.
8. **We** and **you** are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply.
9. **You** must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance **policy**.
10. If any loss, damage, or expense covered under this **policy** is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.

Limits of cover

We will arrange and pay for **emergency** assistance of up to £500 per claim including; parts, labour and materials and VAT to carry out a **temporary repair**. Alternatively, if at a similar expense, **we** may decide to carry out a **permanent repair**.

POLICY EXCLUSIONS

You are not covered for:

1. Any loss or damage arising from faults, damage, or infestation that **you** knew about when **you** took out this **policy**.
 2. Any costs incurred when **you** have not notified **us** and received **our** prior agreement.
 3. Any loss or damage relating to repairs more specifically covered as part of any other insurance **policy**, guarantee or maintenance agreement.
 4. Damage incurred in gaining necessary access or the cost of carrying out **permanent repairs** once the **emergency** has been resolved, including any redecoration, or making good the fabric of the **property**.
 5. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
 6. Any claim when the let **property** has been left **Unoccupied** for more than 30 days in a row.
 7. Any claims relating to CCTV, fire, security, or surveillance systems or to swimming pools, ponds, or fountains.
 8. Any loss or damage arising as a consequence of:
 - a) War, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power; riot or civil commotion.
 - b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 9. Any loss, injury, damage, or legal liability arising directly or indirectly from:
 - a) The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
 - b) Computer viruses.
 10. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **our** part can be demonstrated. An example of this would be loss of wages as a result of an **emergency**.
 11. Costs associated with any other **property**, home contents or communal/shared areas of **your property**.
 12. Any loss, injury or damage arising as a result of equipment not having been installed, serviced, or maintained in accordance with statutory regulations or manufacturer's instructions.
 13. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our approved contractor** to ensure that the original fault has received a **permanent repair**.
 14. Any claim where no fault is found.
- Failure of any services where the problem is situated outside the boundary of the plot of land on which **your property** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

When **you** become aware of a possible claim under this **policy**, **you** must notify **us** immediately by telephone on:

0121 206 2856

We will then advise **you** how to protect yourself and **your property**.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, or malicious act.

Major Emergencies which may result in serious damage or danger to **you** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public **Emergency Services**.

**SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE
ON 0800 111 999**

HOW WE SETTLE A CLAIM

We will arrange for an **approved contractor** to assess the situation and carry out **temporary repairs** to **your property** to stabilise the situation and remove the **emergency** or restore the normal operation of the boiler.

Where the cost of a **permanent repair** is similar to the cost of a **temporary repair** we may, at **our** sole discretion, authorise **our approved contractor** to undertake a **permanent repair** to **your property**.

We will pay up to a maximum of limit of cover (as shown above) for any claim including VAT, callout charges, labour, parts, and materials.

Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all emergencies covered by this **policy**, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

CUSTOMER SATISFACTION

We always strive to provide excellent service. However, if **you** have a complaint, please contact **us**.
Telephone: 0345 900 7832 or email **us** at customerrelations@collinsonservice.com

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

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

The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square, London
E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

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

CANCELLATION & RENEWAL PROVISIONS

Your rights to cancel: **You** have the right to cancel any **policy** of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any **premium** **you** have paid to **us**.

In the case of renewals, **we** will refund to **you** any **premium you** have paid to **us** less any payments **we** have made.

Cancellation by You: If **you** cancel after 14 days, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of **premium** will be made.

Cancellation by us: **We** do not have to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud.
- b) Non-payment of **premium**.
- c) Threatening and abusive behaviour.
- d) Non-compliance with **policy** terms and conditions.
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.
- f) **You** do not or are not willing to co-operate in the event of a claim.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **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, which may result in **your policy** being cancelled from the date **you** originally took it out.

If **we** cancel the **policy**, **you** will receive a pro-rata return of **premium** for the number of complete unexpired months remaining of **your policy**. **you** will not be entitled to a pro-rata refund if the reason for cancellation is fraud, failure to co-operate and/or **we** are entitled to keep the **premium** under the Consumer Insurances (Disclosure and Representations) Act 2012.

Renewal: **You** will be contacted in good time before the **renewal date** of **your policy** to invite **you** to renew the **policy**. **we** will tell **you** about any changes to the **premium** or the **policy** terms and conditions. If **you** do not wish to renew **your policy**, please contact **us** before **your renewal date**.

HOW WE USE THE INFORMATION ABOUT YOU

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

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance **policy**.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your policy** (including claims and **policy** administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your policy** being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

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

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

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

Processing your data

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

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

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

How we store and protect your information

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

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

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

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

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

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

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

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

FINANCIAL SERVICES COMPENSATION SCHEME

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