

LANDLORD HOME EMERGENCY POLICY

WELCOME

Thank you for taking out a policy with Collinson Insurance Services Limited and choosing Us for Your Landlord Home Emergency Insurance

As long as You have paid the premium, We will provide the services and benefits described in this Policy:

- during any Period of Insurance set out in the schedule
- within the Geographical Limits

We will use the details that You have given Us to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. You should read all of these carefully, to ensure this policy meets Your individual requirements.

This policy is underwritten by Astrenska Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Register number 202846). You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Benefits and services under this policy are provided by Collinson Insurance Services Limited. Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Number 202846. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768

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 a Landlord Home Emergency policy and not a household buildings or contents policy. It should complement Your household insurance policies, and provide benefits and services which are not normally available under these policies.

This Insurance does not cover normal day-to-day Home maintenance which You should carry out or pay for, such as items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the de-scaling of central heating pipes or the replacement of tap and cistern washers.

What We undertake to do is provide rapid, expert help if You suffer an Emergency in Your Home arising from an incident covered under the policy. We will arrange for one of Our Approved Contractors on Our nationwide list of authorised tradesmen to attend and take action to stabilise the situation and remove the Emergency.

Cooling Off Period: If, when reading Your policy, You decide that it does not meet Your requirements, please return the policy and Certificate 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 and We will recover from You any payments We have made.

MEANING OF WORDS

Unless the context otherwise provides, where the following words are shown in this document they shall have the following meanings:

Approved Contractor: Means a qualified tradesman who we regularly check and is part of our approved network.

Call Out Charges: The approved contractor labour charges and repair materials up to the limits of cover as shown in your certificate of insurance.

Certificate of Insurance: The certificate issued by us to you confirming your cover under this policy.

Claim: Any claim you make under this policy.

Cover: The benefits available to you under this policy.

Emergency: The result of a sudden and unforeseen incident at the property which immediately:

- exposes the insured or a third party to a risk to their health or
- creates a risk of loss or damage to the property or
- renders the property unfit for people to live in.

Emergency Repairs: Work undertaken by an authorised approved contractor to resolve the emergency by completing a temporary repair.

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

Insurer: Astrenska Insurance Limited. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

Limits of Cover: The limits of cover payable towards the cost of the approved contractor in the event of an Emergency.

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 of insurance starting on the start date and including any future periods for which you make a renewal payment.

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 certificate of insurance, and any changes we may agree with you to such documents from time to time.

Premium: The amount payable to the Insurer inclusive of insurance premium tax.

Property, Home: Your property let to a tenant comprising of a private dwelling together with garage(s) excluding any detached garages or outbuildings, all used only for Your domestic purposes or as Your office (providing no more than half the rooms in the property are used for this purpose) in the geographical limits. The property must not be used for commercial purposes other than letting. You must be the legal owner of the property.

Renewal Date: The renewal date, which is shown in the renewal letter we send you or which we tell you about at any other time.

Start Date: The start date shown in your certificate of insurance.

Storm Damage: Damage as a result of a violent wind often accompanied by rain, hail or snow. Storm does not simply constitute heavy or persistent rain.

Temporary Repair: A repair that will resolve the emergency but will need to be replaced by 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 written common law residential Tenancy Agreement

Unoccupied: Not been lived in by you or your family, or any other person without your permission.

We/Us/Our: Collinson Insurance Services Limited acting on behalf of your insurer.

You/Your: The person named on the policy schedule, together with the members of your household normally residing with you and/or the tenant(s) occupying the Home.

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 date of first purchase of this policy
Bursting or sudden leakage or damage to the plumbing and drainage system which will result in internal water damage to your property within Your Home. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes (if there is only one toilet in the property) or leaking radiators	<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 seepage from joints or gaskets which does not involve a sudden escape of water. 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 Home 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
Electrical/Gas Supply – the sudden, unexpected failure or breakdown of the electricity (or one phase thereof) or 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 or warm air unit which is under 15 years old and has an output less than 60kw capacity 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 or warm air unit 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
Pest infestation including Brown Rats, Black Rats, House Mice, Field Mice, Wasp Nests, Hornet Nests within your home including adjoining outbuildings, and cellars. The cover extends to the garden of your home in respect of Wasp Nests and Hornet Nests	<ul style="list-style-type: none"> any infestations or pests in gardens, or outbuildings any damage caused by the pests or infestations or by their removal
Security and glazing, the sudden or unexpected failure of, or damage caused to external locks, doors or windows which compromises the security of your home	<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 Home which results in complete loss of function.	<ul style="list-style-type: none"> any claim where there is another working toilet within Your Home breakdown of, loss of or damage to Saniflow toilets, domestic appliances or other mechanical equipment cost of replacement ceramics or parts
Damage to the roof of your home caused by storm, or fallen trees or branches causing ingress of water	<ul style="list-style-type: none"> flat or Tarpaulin Roofs blocked or misaligned guttering

to the property	
<p>Alternative Emergency Accommodation</p> <p>Where your home 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 for your tenant and/or the transport to such accommodation</p>	

Where your boiler is deemed beyond economic repair, we will pay a contribution towards the cost of a new boiler being installed. Once you send us an invoice from a qualified Gas Safe Contractor upon installation of a new boiler, we will pay a contribution of £500, less any premium outstanding to us.

A boiler can be uneconomical to repair for a number of reasons. These include:

- The cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar model.
- It would cost more to repair the boiler than to replace it with a new one; or
- New, genuine parts are no longer available to our suppliers; or
- The type of fault which has caused the boiler to fail and the extent of the repairs which will be required to fix it
- Any repair is only expected to result in a temporary fix and other faults are likely to occur shortly afterwards

Any decision regarding whether or not it is economical to repair your boiler will be made by our contractor, using their knowledge and experience of similar boilers and faults.

You may find another contractor who will be willing to repair your boiler and this is your choice. However, we would not be able to continue to insure your boiler, even if it has been repaired by someone else.

Where you have had a new boiler fitted, we will not be able to keep insuring this as it will be covered by a separate guarantee (provided by the manufacturer or fitter). No refund of any premium that you have paid us will be given.

CONDITIONS AND LIMITS

Conditions

Your cover under this policy depends on the following conditions:

- a. You must answer all questions about this policy honestly and fully at all times. You must tell Alan Boswell Group straight away if anything that you have already told us changes. If you do not tell us, your policy may be cancelled and any claim you make may not be paid;
- b. 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.
- c. You must take reasonable precautions to protect and maintain your property and the services within it. This policy does not cover normal day to day maintenance at your property or cover replacement of items as a result of wear and tear;
- d. All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and You should keep all service documentation in case it is needed when You make a claim
- e. You must provide all the documents we ask for, including identification to our nominated agents and original receipts (not copies) for any expenses claimed under this policy;
- f. You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this policy, which you have been caused by the action of a third party against whom you have a legal right of action;
- g. 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.
- h. 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

- i. If a claim is fraudulent in any respect all benefit under this Policy will be forfeited
- j. You and we 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
- k. You may not make a claim unless the premium has been paid; and
- l. We will be entitled to decide on the most appropriate way to provide you with help, although we will take account of your wishes wherever possible.

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 an emergency repair. Alternatively, if at a similar expense, we may decide to carry out a permanent repair.

POLICY EXCLUSIONS

You are not covered for:

- a. Any loss or damage arising from faults, damage or infestation that You were aware of at the time You entered into this contract.
- b. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy or maintenance agreement.
- c. Damage incurred in gaining necessary access or the cost of effecting Permanent Repairs once the Emergency has been resolved, including any redecoration or making good the fabric of the Home
- d. The cost of replacement parts due to natural wear and tear.
- e. Loss or damage however caused to the contents of the property or personal items such as paintings, electrical goods, jewellery, clothing etc.
- f. Any costs incurred when You have not notified Us and received Our prior agreement
- g. 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.
- h. Any claim when the Home has been left Unoccupied for 30 consecutive days or more.
- i. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective material or river or coastal erosion.
- j. 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.
- k. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a. The failure of any computer or other electrical component to recognise correctly any date and its true calendar date
 - b. Computer viruses
- l. Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
- m. 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.
- n. 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.
- o. 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.
- p. Any repair or replacement of flexible cable.
- q. Callout charges where there is no emergency or where no fault is found.
- r. Any claims arising within the first 14 days after the date of first purchase of this policy.
- s. Damage to boundary walls, hedges, fences or gates.
- t. Failure of any services where the problem is situated outside the boundary of the plot of land on which Your Home is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.
- u. If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and (if appropriate) recoverable. We shall not be liable to you in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the

time of the fraudulent act are unaffected; and We need not return any Premiums paid. We may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation.

- v. 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.

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

By providing the Tenant with the policy documents the landlord is deemed to have given the Tenant permission to claim directly in the event of a breakdown and/or failure.

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 Home.

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 emergency repairs to your property to stabilise the situation and remove the emergency or restore the normal operation of the boiler or warm air unit.

Where the cost of a permanent repair is similar to the cost of an emergency 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, call-out 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

Our Promise of Service: We aim to provide a first class service at all times. However, If You have a complaint You should contact Us in the first instance at:

Telephone: 0345 900 7832 or email Us at customerrelations@collinsonservice.com

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123.

Website: www.financial-ombudsman.org.uk

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case.

Your legal rights are not affected.

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 and will recover from you any payments we have made.

Cancellation by You: If you subsequently give notice in writing or by telephone to us to cancel this policy, 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: If you fail to satisfy the terms of your policy, We may choose to cancel your policy during the period of insurance by giving You 14 days written notice of cancellation to the last address you provided us with. Examples of when we might do this includes you not paying a premium instalment when due, us discovering that your property is no longer eligible for cover, etc.

Premium position upon cancellation by us: If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to you or your estate.

If, however, an incident has arisen during the period of insurance which has or will give rise to a claim, then no refund will be made.

Renewal: We will write to You in good time before Your policy is due for renewal and confirm the premium and any changes in terms and conditions that will apply to Your policy. We will explain to You the actions You must take to renew Your Policy.

We may at our discretion not offer renewal, in which case you will be notified before the date shown on your certificate.

If You do not wish to renew Your Policy, please contact Us before Your renewal date.

HOW WE USE THE INFORMATION ABOUT YOU

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, contractors, investigators, crime prevention organisations, debt collection agencies, claims management organisations and our sub contractors 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. We have strict contractual terms in place to make sure that your information remains safe and secure.

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 www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy

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.

Processing your data

Your data will generally be processed on the basis that it is:
necessary for the performance of the contract that we have with you;

- 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: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU

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

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if we are not able to meet our obligations. For more details please visit the FSCS website at www.fscs.org.uk