

**Landlord**  
**Home Emergency Insurance**  
Policy Wording



## WELCOME

Thank you for taking out a policy with Collinson Insurance Services Limited and choosing Us for Your Property 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](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

. This insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

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 Property 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 Property 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 descaling 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 Property 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

Certain words in Your policy document or Schedule have a particular meaning as shown below. Whenever We use one of these words it will always have the same meaning.

**Property:** Your principal permanent place of Residence or Residential Let Property, comprising of a private dwelling together with garage(s), which are built of standard construction (brick with slate roof), 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. Bedsits or properties with multiple occupation/residential or nursing Homes are excluded.

**Residence/Residential Let Property:** The house, bungalow or self contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in Your schedule, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials. This excludes bed-sits or properties with multiple occupation/ residential or nursing homes.

**Emergency:** A sudden and unexpected event at Your Property which if not dealt with immediately will

- expose You or a third party to a risk to their health or
- make Your Property unsafe or insecure or
- will cause damage or further damage to Your Property and its contents or
- will leave Your Property without Main Services

**Mains Services:** Mains drainage to the boundaries of Your Property, water, electricity and gas within the Property and the main source of heating or hot water where no alternative exists.

**Period of Insurance:** The 12 month period starting from the commencement date shown on the confirmation letter. Please note that You are not able to make any claims within the first 14 days following Your initial purchase of this policy.

**Permanent Repair:** A repair or other work necessary to put right the damage caused to Your Property by the Emergency.

**Temporary Repair:** The repair that will resolve the Emergency but may need to be replaced by a Permanent Repair.

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

**Tenant:** The occupants of the Property who are named in the Tenancy Agreement.

**Tenancy Agreement:** The written Tenancy Agreement between You and the Tenant in relation to the Property 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 with Your permission.

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

**We/Us/Our:** Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**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 Property.

## 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"> <li>• An Emergency which happens before the Period of Insurance or within 14 days of the date of first purchase of this policy</li> </ul>
Bursting or sudden leakage of water pipes within Your Property or failure of Your domestic hot water heating	<ul style="list-style-type: none"> <li>• dripping taps</li> <li>• burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap</li> <li>• slow seepage from joints or gaskets which does not involve a sudden escape of water</li> <li>• leaking overflows</li> <li>• the results of hard water scaling deposits</li> <li>• breakage of any basin, bath, bidet or shower base</li> </ul>
Failure of or damage to underground drains or sewers	<ul style="list-style-type: none"> <li>• blockage of soil or waste pipes from sinks, basins, bidets, baths or showers</li> <li>• the results of hard water scaling deposits</li> </ul>
Failure of Your Mains Services for which You are legally responsible	<ul style="list-style-type: none"> <li>• malfunctioning or blockage of cesspits or septic tanks and their associated pipe work</li> <li>• loss or damage arising from the utility company interrupting or deliberately disconnecting the Main Services or any equipment they are responsible for</li> </ul>
Complete failure of Your central heating system involving a boiler or warm air unit	<ul style="list-style-type: none"> <li>• replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts</li> <li>• any costs for work recommended as being undertaken following a service of Your boiler or warm air unit</li> <li>• any intermittent or reoccurring fault</li> <li>• any water pressure adjustments or failure caused through hard water scale or sludge</li> <li>• gas leaks from any pipes or appliances</li> <li>• any re-lighting of the pilot light caused by failure to follow the manufacturers re-lighting instructions</li> <li>• any boiler or system noise</li> <li>• any radiator valves</li> <li>• any airlocks in the central heating piping</li> <li>• any costs relating to the repair or replacement of the central heating pump or wall or room thermostat</li> <li>• where the heating system is over 10 years old</li> <li>• where the heating system has an output more than 60kw per hour capacity</li> </ul>
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"> <li>• any claim where there is another working toilet within Your Property</li> <li>• breakdown of, loss of or damage to Saniflow toilets</li> <li>• cost of replacement ceramics or parts</li> </ul>
Removal of wasp nests, field or house mice or brown rats within Your Property	<ul style="list-style-type: none"> <li>• any infestations or pests in gardens, or outbuildings</li> <li>• any damage caused by the pests or infestations or by their removal</li> </ul>
The property has been made insecure due to the external locking mechanism(s), doors or windows, which have either failed completely or have been damaged.	<ul style="list-style-type: none"> <li>• breakage of internal glass or doors</li> <li>• any loss as a result of break-in or vandalism not reported to the Police</li> </ul>

## EXTENSIONS TO YOUR POLICY

What is Covered	What is Not Covered
<b>Lost Keys</b> We will appoint an Approved Contractor to assist You if You lose the only available key to Your Property or if You are unable to gain access to Your Property due to failure or damage to the external locking mechanism	Any theft of keys, vandalism or malicious damage not reported to the police
<b>Alternative Accommodation</b> Where Your Property is rendered not fit to live in as a result of an Emergency covered by this policy, if You ask Us, We will arrange and pay up to a total of £250 for reasonable overnight accommodation only costs, incurred by You.	

## 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 **£500** 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.

The maximum amount that We will pay during any Period of Insurance is **£2000**.

## 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:

**01444 444240**

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**

## POLICY CONDITIONS

- 1 You must answer all questions about this policy honestly and fully at all times. You must also tell Us 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.
- 2 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.
- 3 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.
- 4 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

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.

- 5 We will insure You under this policy only if You keep to the terms and conditions of this policy.
- 6 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.
- 7 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 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.
- 8 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.
- 9 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.
- 10 You must promptly pay Us or the Approved Contractor for all work authorised by You which is not covered under this insurance policy.
- 11 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.
- 12 The Property must be the subject of a current and enforceable Tenancy Agreement.

## POLICY EXCLUSIONS

You are **not** covered for:

- 1 Any loss or damage arising from faults, damage or infestation that You were aware of at the time You entered into this contract.
- 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 or maintenance agreement.
- 4 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 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 Property has been left Unoccupied for 30 consecutive days or more.
- 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 recognise correctly any date and 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 another any other property 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 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.
- 15 Any claim where no fault is found.

## 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:

Quality Department, Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

Alternatively telephone Us on 01444 442 010 or email Us at [complaints@collinsoninsurance.com](mailto:complaints@collinsoninsurance.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, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123.

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.

## 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); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

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 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 [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy/](http://www.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 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](mailto:data.protection@collinsongroup.com)

Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

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

Collinson Insurance Services Limited and Astrenska Insurance Limited are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website.