



Landlord Home Emergency Insurance

Terms and Conditions



Contact

If you have any questions regarding the terms and conditions, please contact us using the details below:



Claims
03333 449 247



Phone
03333 449 669



Email
enquiries@smart-sure.com



Post
Smart Sure Limited
First Floor, Building 2, Croxley Park,
Watford, WD18 8YA

INTRODUCTION

This Insurance Policy has been arranged for You by Smart Sure and is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell. Your Policy is administered by Smart Sure, whose offices are situated at First Floor, Building 2, Croxley Park, Watford, WD18 8YA.

Smart Sure Ltd is an appointed Representative of City and Commercial Ltd which is authorised and regulated by the UK Financial Conduct Authority under FRN 314346. Any questions, claims or complaints regarding this policy should initially be sent to Smart Sure.

As this is an emergency breakdown policy and not a maintenance policy, we will not pay claims where the equipment you are claiming for has not been serviced in accordance with manufacturer's recommendations or for boilers that have not been serviced within the previous 12 months. If your boiler has not been serviced within the last 12 months, you must arrange for a boiler service to be completed before cover will apply. **Optional annual boiler servicing is available on a pay-per-use basis by calling 03333 449 669**

DEFINITIONS

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

ADMINISTRATOR:

Smart Sure Ltd, First Floor, Building 2, Croxley Park, Watford, WD18 8YA.

APPROVED ENGINEER/ENGINEER:

A qualified person approved and instructed by the helpline to undertake emergency work.

ASSISTANCE:

The reasonable efforts made by the **Approved Engineer** during a visit to the **Home** to complete a temporary repair to limit or prevent damage or if at similar expense, the cost of completing a permanent repair in respect of the cover provided.

Beyond Economic Repair (BER):

The **Approved Engineer** may deem an item "beyond economic repair" or "BER" if, in their expert opinion, the cost of repair exceeds 70% of the cost of the insured item's value. In addition, an item may be deemed BER if the required parts to fix the Item are obsolete or otherwise not available to the **Approved Engineer**, or if in the opinion of the **Approved Engineer** the item cannot be repaired either on safety grounds or otherwise. All decisions whether to declare an item BER remain that of **Us**, in accordance with the expert opinion of the **Approved Engineer**.

CALL OUT:

A request for emergency assistance from **You**.

CLAIM: A claim refers to the formal request made by **You** to **Us** for financial assistance in response to an

unexpected and covered emergency situation that occurs within **Your Property**.

CLAIMS ADMINISTRATOR:

City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

CLAIM LIMIT:

The maximum amount payable by us as stated under each section of cover. This includes the cost of call out charges, cost of labour, cost of parts, cost of materials, and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from us.

ANNUAL CLAIM LIMIT:

The maximum aggregate amount payable in one policy period.

COMMENCEMENT DATE:

The start of the policy as shown in the schedule.

DEFERMENT PERIOD:

The first 28 days from the commencement date of Your Policy.

EMERGENCY:

A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline:

- a) Render the **Home** unsafe or insecure; and/or
- b) Damage or cause further damage to the **Home**; and/or
- c) Cause personal risk to you; and/or
- d) Cause a health and safety risk to others.

Helpline: The telephone number for you to report an emergency under this policy. The number is **03333 449 247**

Home, Property: The property **You** have specified on the schedule, which is let by **You** as a private residence (Excludes any commercial or business use).

INSURER:

City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ, authorised by the Guernsey Financial services Commission (GFSC). GFSC Reference: 54692. Details of registration can be checked using the link: <https://www.gfsc.gg/commission/regulated-entities/54692>.

LANDLORD:

The owner or mortgagee that is named on the lease of the property, which is insured under this policy, to

be let out on a Tenancy Agreement.

PERIOD OF COVER:

A period of 12 months from the commencement date, or where You have chosen monthly, a period of one month from the commencement date upon receipt of Your monthly premium.

PEST:

Either black or brown rats, field or house mice, and wasps' and hornets' nests.

REINSTATEMENT:

We will fill in any excavation and leave the surface level where We have made access to an external drain or external water supply pipe.

POLICY SCHEDULE:

The document sent to You confirming the commencement date, Your details and the **Home** which is the subject of cover.

TENANT:

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

UNOCCUPIED:

Where no one has resided in the Home for a period exceeding 30 consecutive days.

WATING PERIOD:

In respect of all sections of the policy, no claim can be made for any incident that occurs within 28 days of the commencement date of this policy as shown in the Schedule.

WE, US, OUR:

City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

YOU, YOUR, INSURED: The **Landlord** who applied for this insurance and is named on the Policy Schedule as the policyholder, (or if you permit, the **Tenant** who resides in **Your** let Home)

PERIOD OF COVER

Your policy is for one year from the **Start Date** shown on **Your Certificate of Insurance**, unless otherwise stated. If **You** choose to pay **Your** premium by monthly or quarterly instalments, payments must be kept up to date to ensure continuing cover.

COVER

Unless stated otherwise on **Your Policy Schedule**, **You** can make an unlimited number of claims on this policy for losses up to a maximum **Claim Limit** per claim, as stated on **Your Policy Schedule**. This claim limit includes the cost of call out, cost of parts, labour, materials, and VAT where applicable, and alternative accommodation costs if applicable in accordance with the terms and conditions per section of cover and subject to any exclusions and limitations stated.

WHAT IS COVERED

This policy provides emergency assistance to make **Your Home** safe and prevent further damages to the property by means of a temporary repair.

In the event of an emergency occurring in **Your Home**, **We** will:

- A. Advise you on what action to take to protect **Yourself** and **Your Home**;
- B. Send one of **Our Approved Engineers** or arrange an appointment for an **Approved Engineer** to visit **Your Home**;
- C. Where a permanent repair is completed under **Your** policy by an **Approved Engineer**, **We** will guarantee the work completed for 12 months from the date of the claim.

WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit **Your** cover, please read them carefully to ensure this policy meets **Your** requirements. **We** do not wish **You** to discover after an incident has occurred that it is not **Insured**. To assist **You** in understanding the main limitations of the cover provided, we have detailed these under the “Cover Provided” section of **Your** policy.

The Waiting Period – please also note that any incident which occurs in the first 28 days after the policy commencement date is not covered. However, should **You** require emergency assistance during this period please contact the Helpline who will be able to provide cover on a pay on use basis.

COVER PROVIDED

This policy provides the protection described in the cover sections below following an emergency occurring at the property specified on **Your Schedule**. The benefit under the **Your** policy is limited to the **Claim Limit** as stated on **Your Policy Schedule**

Cover is provided only if **You** have selected the cover section and paid the required premium. The sections of cover that apply to **Your** policy are confirmed in **Your Policy Schedule**.

You are responsible for paying any excess under the policy or where the cost of repair exceeds the benefit provided under the policy.

Section A. External Water Supply Pipe

We will assist **You** in an emergency for any blockage, collapse, or leakage of water supply pipe from and including the main stopcock for **Your Home** up to where it is connected to the public water main/communication pipe, provided that **You** are responsible for this. If **Your Home** becomes uninhabitable for more than 48 hours, following the **Engineers** visit, as a result of an emergency covered by this section relating to **Your** external water supply pipe, **We** will pay up to £200 (including VAT) for alternative accommodation, subject to the **Claim Limit**.

We do not cover:

- a) Costs which exceed Your proportion of the cost of any work undertaken by Us under the terms of this policy on a water supply pipe outside the boundary of Your property where You share legal responsibility for the water supply pipe with any third party(ies);
- b) Frozen pipes which have not caused any damage;
- c) Any work required on a water supply pipe outside the boundary of Your property where You share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by Our Engineers;
- d) Damage resulting from lack of proper maintenance;
- e) Reinstatement costs relating to the original surface or construction of a drive, path, decking, or any other surface which is excavated as part of a claim.

Section B. Plumbing

We will assist **You** to stop the emergency which has arisen from the sudden and unexpected failure of, or damage to, the internal plumbing (including the central heating pipes and radiator valves) within the **Home** which has or may result in internal flooding or water damage to the **Home**. If **Your Home** becomes uninhabitable for more than 48 hours, following the **Engineers** visit, as a result of an emergency covered by this section relating to **Your** plumbing, we will pay up to £200 (including VAT) for alternative accommodation, subject to the **Claim Limit**.

We do not cover:

- a) General maintenance;
- b) Frozen pipes which have not caused any damage;
- c) Leaks from any household appliances, sink, shower bath or toilet where leakage only occurs when the appliance is in use;
- d) Drips or water leakage that do not cause damage, unless the domestic electrical wiring system is or may be affected;
- e) Cracked or broken toilets or cistern;
- f) Pipes outside the boundary of Your property;
- g) Water pipes to or from and in a detached outbuilding or garage unless specified on Your Policy Schedule.

- h) Quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool.
- i) Where issues require “Trace and Access” to assess where the leak is located, the cost of this service is not covered.

Section C. Drainage

We will assist **You** to stop the emergency which has arisen from the sudden and unexpected failure of or damage to the drainage system of **Your Home**. If **Your Home** becomes uninhabitable for than 48 hours, following the **Engineers** visit, as a result of an emergency covered by this section relating to **Your** drainage, **We** will pay up to £200 (including VAT) for alternative accommodation, subject to the Claim Limit.

We do not cover:

- a) General service and maintenance including but not limited to leaves, build-up of oils, or debris;
- b) Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete;
- c) Cesspits, septic tanks, vacuum drainage systems, electric pumps, shower pumps, Saniflo units/generic pumped systems and drainage pumps;
- d) Plumbing and filtration systems for swimming pools or spa baths;
- e) Detached outbuildings unless specified on **Your Policy Schedule**;
- f) Guttering or fall pipes of the Home;
- g) Damage to drains caused by structures not conforming to local building regulations or caused as result of negligence or neglect.
- h) Failure or damage caused to by faulty or defective design or the drainage pipe including but not limited to delamination found in pitch fibre pipe construction;
- i) Reinstatement costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.
- j) Blockage due to misuse including, but not limited to, flushing of unsuitable items/materials down the toilet.
- k) Damage caused to or due to the drains falling outside the boundary of the insured property.
- l) Damage or any claims arising from drains falling in communal areas.
- m) Blocked toilets which are not causing any damage to **Your** property and where **You** can reasonably access an alternative toilet within **Your** property.
- n) Where issues require “Trace and Access” to assess where the leak is located, the cost of this service is not covered.

Section D. Emergency Boiler Breakdown Cover

We will assist **You** in repairing or rectifying the breakdown of **Your** domestic boiler at **Your Property**. Your boiler must have been serviced within the previous 12 months in the event of a claim. Optional annual boiler servicing is available on a pay-per-use basis by calling 03333 449 669.

We do not cover repairs or replacing as follows:

- a) Any non-gas or electric appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual-purpose boilers such as AGA's and Rayburns;
- b) Corrosion or any work arising from hard water scale deposits;
- c) Removal of sludge or hard water scale from the insured system;
- d) Any gas fired appliance, with a primary purpose other than heating, such as a domestic cooker or lighting system;
- e) Solar powered panels or ground air and water source pumps;
- f) Any further repairs required once Our Engineer deems the boiler to be beyond economic repair.

Section E. Domestic Central Heating System Cover

We will assist **You** to stop any emergency which has arisen from the sudden and unexpected failure of **Your** domestic central heating system. The emergency must render the domestic central heating system inoperable, and the failure has to be due to mechanical or electrical failure or malfunction. We will attempt to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 60 hours to achieve this from the first point at which **Our Approved Engineer** visits **You** and diagnoses the requirements, **We** will pay a fixed benefit of £40 towards providing alternative heating.

We do not cover:

- a) General maintenance including, but not limited to, descaling of central heating pipes, adjustment to the timing and temperature controls of the domestic gas/electric central heating system and venting (bleeding) of radiators;
- b) Any non-gas or electric appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual-purpose boilers such as AGA's and Rayburns;
- c) Repair, maintenance or replacement of fan convactor heaters or heated towel rails or underfloor heating;
- d) Corrosion or any work arising from hard water scale deposits;
- e) Removal of sludge or hard water scale from the insured system;
- f) Any gas fired appliance, with a primary purpose other than heating, such as a domestic cooker or lighting system;
- g) Solar powered panels or ground air and water source pumps.

Section F. Electrical Emergency and Breakdown Cover

We will assist **You** to repair or replace any item or system after **Your** supply meter which causes the breakdown or failure of the complete electrical power to **Your Property**.

We do not cover:

- a) Any issues not relating to the breakdown or failure of the complete power to **Your Property**.
- b) Wiring or electrics in communal areas;

- c) Any garage or outbuilding connected to a separate electric meter to that of the **Home** unless specified on **Your Policy Schedule**.
- d) Repairs where only part of the permanent domestic electrical wiring system supplying electrical power to **Your Home** has failed.
- e) Where issues require “Trace and Access” to assess where the fault is located, the cost of this service is not covered.

Section G. Emergency Gas Supply Pipe Cover

We will assist **You** to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in **Your Home**. **Our** assistance will only be provided once the National Gas Emergency Service have attended and isolated the leak. If **Your Home** becomes uninhabitable for more than 48 hours, following the **Engineers** visit, as a result of an emergency covered by this section, **We** will pay up to £200 (including VAT) for alternative accommodation, subject to the **Claim Limit**.

We do not cover:

- a) General maintenance;
- b) Systems not installed correctly, or which do not conform to any governing Gas Safe regulation or requirements;
- c) Pipes outside the boundary of **Your Home**.

Section H. Security and Lost Keys Cover

We will assist **You** and pay for the call out, labour and part and materials involved in emergencies relating to the security of **Your Home** and lost keys of **Your Home**.

Security – **We** will assist **You** to repair, replace or provide an emergency fix to make the Home Safe and/or prevent further damage in the event of damage or failure to the external lock, door, or window.

Lost Keys – **We** will assist **You** to gain access to **Your Home** arising from the loss of the keys to **Your Home**, where **You** have lost the only available key to **Your Home** and are unable to replace it or gain normal access. If **Your Home** becomes uninhabitable for than 48 hours, following the **Engineers** visit, as a result of an emergency covered by this section relating to **Your** security, or lost keys **We** will pay up to £200 (including VAT) for alternative accommodation, subject to the **Claim Limit**.

We do not cover:

- a) Loss of keys to the main property if another set is reasonably obtainable;
- b) Loss of keys for any outbuilding, garage or shed which is not part of the main Home;
- c) Internal doors and windows;
- d) Replacement or repair of electronic units powering garage doors.
- e) Loss of keys to external window locks.
- f) Damage to external doors, locks and windows two or more stories above **Your** main entrance door.

Section I. Pest Infestation Cover

We will assist **You** and pay for the call out, labour and parts and materials involved in removing a sudden infestation of mice, rats, or a wasps' or hornets' nest that leaves one or more rooms in **Your** home unsafe or poses an immediate risk. **We** will assist **You** by arranging one course of treatment for the removal of the **Pest**.

If **Your Home** becomes uninhabitable for than 48 hours, following the **Engineers** visit, as a result of an emergency covered by this section relating to **Your** pest infestation, **We** will pay up to £200 (including VAT) for alternative accommodation, subject to the **Claim Limit**.

We do not cover:

- a) Pest infestation relating to non-covered pests, including but not limited to, ants, fleas, bedbugs, spiders, flies, squirrels, bees, cockroaches, bats or other endangered species;
- b) Pest infestations of an outbuilding, any section of the property not deemed the main Home, or where the living areas of the property are not affected, e.g. garage and sheds;
- c) Damage caused by pests.

HOW TO ARRANGE EMERGENCY ASSISTANCE

1. 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 an emergency situation.
2. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the home.
3. Before requesting emergency assistance, **You** should check that the circumstances are covered by **Your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **Your Home**.
4. Where **You** have chosen to pay monthly/quarterly, call outs will only be considered if **Your Premium** has been paid from the commencement date of this policy, up to and including the month in which the emergency occurred and there are no outstanding payment defaults. **At the point of making a claim, the remaining Premium balance, for the year, becomes due.**
5. Telephone the helpline as soon as **You** notice the emergency to provide details of the assistance required. All requests for emergency assistance must be made through the helpline. Do not make any arrangements **Yourself** without prior authorisation from the helpline. If **You** do, we will not reimburse any costs **You** may incur. Calls may be recorded.
6. The helpline will appoint an **Approved Engineer** to attend **Your Home**, provided that this is not precluded by adverse weather, health and safety, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any

other circumstances preventing access to the **Property** or otherwise making the provision of emergency assistance impossible.

7. The helpline and the **Approved Engineer** will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by You and any risk to the **Approved Engineer**, **We** may reserve the right to delay when work will be undertaken due to health and safety.
8. The **Approved Engineer** will charge all costs covered by the insurance directly to us. **You** will be asked to pay the cost of:
 - a) Any excess applicable to the policy;
 - b) Call out costs if there is no one at the **Property** when the **Approved Engineer** arrives, or the **Engineer** is denied reasonable and safe access;
 - c) Work in excess of the claim limit;
 - d) Fitting replacement parts or components of a superior specification to the original at **Your** request.
9. **SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999**

Helpline: 03333 449 247

PAY ON USE

Should an emergency arise that is not included under Your policy, Smart Sure can arrange for an Approved Engineer to attend Your Home, but You will be responsible for all costs involved. use of this service does not constitute a claim under Your policy.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non-genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, **We** will contact You to arrange a suitable time slot for the engineer to attend. **You** should make sure that the engineer can get reasonable access to carry out the repair. If **We** cannot get a replacement part needed to carry out a repair Our liability will be limited to a temporary repair to make the emergency safe.

GENERAL EXCLUSIONS

We shall not be liable for costs arising from or in connection with:

1. Any incident within the deferment period after the commencement date of **Your** policy.
2. Circumstances known to **You** prior to the commencement date of **Your** policy or incidents which occur within the waiting period;
3. Claims arising after the **Home** has been left unoccupied for 30 consecutive days or longer.

4. Any wilful or negligent act or omission by **You** or any third party;
5. Events where on attendance it becomes clear that the call out is not an emergency;
6. General maintenance work or any system that has not been regularly maintained, evidence of maintenance by an **Approved Engineer** will be requested;
7. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **Your Home**;
8. **We** will not cover any boiler that has an output more than 60kW/hr;
9. Any parts or item that may need to be replaced because of natural wear and tear;
10. Any design defect or any repair that is rendered, in **Our** opinion, either difficult or impossible due to problems with the access needed to facilitate the repair;
11. Any loss howsoever arising unless it is specifically stated as being covered by the policy, including but not limited to, delays in sourcing spare parts by us;
12. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
13. Replacement of bespoke or designer radiators or towel rails;
14. Improvements including work that is needed to bring the insured system up to current standards;
15. Homes situated outside the United Kingdom;
16. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
17. Any damage caused by the **Approved Engineer** in gaining access to:
 - a) The Property due to the failure of the locks;
 - b) An appliance or any equipment from its operational position in order to affect an emergency repair;
 - c) Drains or supply pipes laid under pathways, drives, patios or decked areas.
18. Any claims arising from the 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 either the sole or shared supply system or piping for which **You** are legally responsible.
19. Any intermittent or reoccurring fault.
20. Any system(s) not installed properly or in line with manufacturers guidelines.
21. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, industrial dispute, natural disaster, fire, flood, drought, major adverse weather conditions, levels of water in rivers and Acts of God.
22. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
23. Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

- c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
24. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

We will not provide services under this Policy if We are prevented from doing so as a result of an unusual or unforeseeable event or circumstance beyond Our reasonable control ('Force Majeure'). This would include, but is not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, fire, flood, drought, major adverse weather conditions, levels of water in rivers and Acts of God. We will not provide services under this Policy where Your claim arises from or is related to or is associated with; an actual or likely epidemic or pandemic; or the threat of an epidemic or pandemic.

PREMIUM

Premium becomes due to be paid by **You** in full prior to policy inception in order for the Policy to commence.

Subject to and upon payment of the Premium, this Policy shall commence. Immediately upon commencement of this Policy, the right to receive premium is assigned by **Us** to [Broker], in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of premium by you is a condition precedent to **our** liability under the policy. If premium is not paid to [broker] when due, **We** shall have no liability under the Policy so shall not have to pay any claims.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

CONDITIONS

1. The rights given under this policy cannot be transferred to anyone else.
2. **You** must give reasonable access to enable appropriate treatments to be carried out and follow advice from the Approved Engineer and / or the helpline in removing furniture if this is deemed necessary.
3. To improve the quality of the service provided, all calls to the helpline may be recorded.
4. **You** must take reasonable care and maintain the **Property** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
5. **We** may take proceedings in **Your** name at our expense to recover any sums paid under this insurance from a third party should the emergency be as a result of an incorrect or failed previous repair.
6. **We** may advise **You** of remedial work that **You** need to carry out in order to bring **Your** system up to a suitable standard or to prevent further incidents. This work will be **Your** own cost but **We** may be able to arrange through our network.

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; or
- 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.

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 to, 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.

APPLICABLE LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

HOW TO CANCEL YOUR POLICY

You may cancel this policy at any time by contacting **Us**, on the contact details below, in writing. Cancellation requests must give 14 days' advance notice during which time any due payments will be collected. Please quote the policy number shown in the **Certificate of Insurance** when cancelling. All policy documents and the **Certificate of Insurance** must be returned with the cancellation request.

We hope **You** are happy with the cover this policy provides. However, if **You** decide that for any reason, this Policy does not meet **Your** insurance needs and **You** choose to cancel the policy within 14 days of receiving the policy documents or the **Start Date** of **Your** policy (whichever is later), **You** will receive a full refund of any **Premiums** paid and the cancellation will be effective immediately. If **You** have made a claim during this period, **We** reserve the right to deduct the cost of that claim from any refund of **Premium** which is due to **You**.

After 14 days, upon cancellation, **You** will not be charged any further Monthly/Quarterly **Premium** amounts and **You** will not receive a refund of any **Premium** **You** have paid to **Us**. For annual paid policies, **You** will be entitled to a pro-rata return of **Premium** for the number of complete unexpired months remaining of **Your** policy less an administration fee of £25. **You** will not be entitled to a pro-rata refund if a claim or an incident that may give rise to a claim has occurred.

We shall not be bound 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 and/or any additional covers, **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.

OUR RIGHT TO CHANGE THE COVER OR PRICE

You will receive at least 28 days written notice if **We** decide or need to change **Your** policy cover or the price of your insurance for any of the following reasons:

1. To make minor changes to **Your** policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
2. To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the insurer or **Your** policy;
3. To reflect changes to taxation applicable to **Your** policy (including but not limited to insurance premium tax);
4. To reflect increases or reductions in the cost (or projected cost) of providing **Your** cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which **We**, as part of our pricing policy, have assumed or projected will be made under this insurance product;
5. To cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
6. To cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise **You** within 28 days of the change having been made if the change is favourable to **You**.

COMPLAINT PROCEDURE

If **You** are dissatisfied with the service **You** have received, in relation to the administration or sale of **Your** policy please contact Smart Sure using the details below quoting your policy number.

Smart Sure First Floor, Building 2, Croxley Park, Watford, WD18 8YA.

Telephone: 03333 449 669

Email: enquiries@smart-sure.com

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint, or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service.

You may contact the Financial Ombudsman at:

The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not affect your right to take legal action

If **Your** complaint relates to the policy coverage or how a claim has been handled You should refer **Your** complaint to City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell using the contact details below, quoting **Your** policy number.

The Compliance Director, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

If You are dissatisfied with the response you receive in relation to Your complaint or Your complaint is not resolved within 8 weeks, You have the right to refer your complaint to the Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.

Telephone: 01534 748610

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

GENERAL INFORMATION

Insurer Information

This policy is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell was established in 1993 and is authorised to carry out general insurance business. City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is based at 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

Policy Administrator

This policy is administered by Smart Sure Ltd – Company number 08493961, an appointed representative of City and Commercial Ltd, Financial Conduct Authority (FCA) Number: 314346. This information can be checked by visiting the FCA's Website. City and Commercial Ltd is registered in England: Company number: 2814889. City and Commercial Ltd, Ashley Court, 32 Main Street, Ashley, Market Harborough, LE16 8HF. Tel: 03333 449 119.

The Financial Services Compensation Scheme (FSCS)

City and Commercial Ltd is covered by the FSCS. You may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at www.fscs.org.uk. It should be noted that City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is not a member of and therefore is not covered by the FSCS.

Please note: It should be noted that the Policy Administrator and the Insurer share a common beneficial ownership.

Sanctions

We will not provide cover, be liable to pay any **Claim** or provide any benefit where doing so would expose **Us** to: any sanctions, prohibitions or restrictions under United Nations resolutions; or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

DATA PROTECTION ACT 2018

Please note that any information provided to Smart Sure will be processed in compliance with the provisions of the Data Protection Act 2018, for the purposes of providing insurance services and managing claims, if any, which may necessitate providing such information to third parties. **You** can review **Our** Privacy Policy on **Our** website: <https://smart-sure.com>

FAIR PROCESSING NOTICE (FPN)

Use of personal information

To provide **Our** services as an insurer, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell will collect and use information about **You** or a beneficiary under the policy (e.g. other identified individuals), such as name, address and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which we use personal data may include: evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; sanctions checking; and crime prevention and debt recovery. More information about our use of personal data is set out in the City & Commercial Insurance Company Privacy Notice which can be found on **Our website**

<https://cityandcommercialinsurance.com> alternatively **You** may also request a copy of the Privacy Notice by contacting the Data Protection officer at, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ. **We** recommend that **You** review this notice.

We may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who

may require personal data themselves for the purposes described in the Privacy Notice). If you require details of the third parties **Your** data has been passed to and how this information is used, please contact the Data Protection Officer at the address above.

Guernsey is not within the European Economic Area (EEA) but has a robust and effective regulatory framework. City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is required to comply with the EU General Data Protection Regulation (GDPR) when handling the personal data of European Citizens and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017 which provides an equivalent framework for handling the personal data of non-EU citizen.

Use of personal data for which consent is required

In some circumstances, We (and other insurance market participants) may need to collect and use special categories of personal data for example information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for us to provide relevant services. Although consent may be withdrawn at any time, this may mean We are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where You are providing us with personal data about a person other than Yourself, You agree to provide this notice to them and confirm that You have obtained their consent as outlined here.

PRIVACY

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information **We** collect. All information **You** provide to **Us** is stored on our secure servers. **We** restrict access to your information as appropriate within City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell and other third parties to those who need to know that information for the purposes set out above.



Contact

If you have any questions regarding the terms and conditions, Please contact us

Post

Smart Sure Limited,
First Floor, Building 2,
Croxley Park, Watford,
WD18 8YA

Phone

03333 449 669

Claims

03333 449 247

Email

enquiries@smart-sure.com