smartsure

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
Citibase, 42 – 44 Clarendon Road
Watford, WD17 1JJ

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 Citibase, 42 - 44 Clarendon Road, Watford, WD17 1JJ.

Smart Sure Limited is an appointed Representative of City and Commercial Limited 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 Limited, whose offices are situated at Citibase, 42 - 44 Clarendon Road, Watford, WD17 1JJ.

Approved 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**.

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:
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**.

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 Date 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

a) Render the **Home** unsafe or insecure.

b) Damage or cause further damage to the **Home**.

c) Cause personal risk to **You**.

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 Number: 54692. Details of Registration can be checked using the link: https://www.gfsc.gg/commision/regulated-entities/54692.

Landlord:

The owner or mortgagee that is names 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 **You**r Monthly **Premium**.

Pest:

Either black or brown rats, field or house mice, wasp's and hornet's 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.

Waiting 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.

Policy Limits:

For Landlord Home Emergency Essential Policies, the Claim Limit is £500 per Claim with an Annual Claim Limit of a maximum of £2500.

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 or connection pipe, provided that **You** are responsible for this. If **Your Home** becomes uninhabitable for more than 48 hours, following the **Engineer's** 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 **Engineer's** 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 more than 48 hours, following the **Engineer's** 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 unit or 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 fiber 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 or 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 or 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 convector heaters, 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 **Engineer's** 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 parts 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 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 more than 48 hours, following the **Engineer's** 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 wasp's or hornet's 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 more than 48 hours, following the **Engineer's** 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 **Tenan**t 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 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 or 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. The 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.

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** 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.

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 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.
    - **b)** The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
    - **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.

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 or 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**.

STATEMENT OF DEMANDS AND NEEDS

Smart Sure Home Emergency Policy is specifically designed to meet the demands and needs of individuals seeking to protect their **Homes** or **Properties** in the UK against unforeseen **Emergencies** such as **Plumbing** or electrical failures, security breaches or **Pest** infestations. It also includes coverage for overnight accommodation expenses if the **Property** becomes unsafe to stay in. Smart Sure refrains from offering advice or endorsing the suitability of their Insurance Policy for any individual. **You** should decide before purchasing whether the Terms and Conditions of the Insurance Policy meet **Your** demands. Whether **You** are purchasing for the first time or replacing existing coverage, it's crucial to consider **Your** individual circumstances and needs.

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 Smart Sure, 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 Smart Sure 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.

RENEWAL

We will contact **You** at least 21 days before this Policy is due for Renewal to notify **You** that this Policy will automatically renew unless **We** are informed otherwise. Unless **You** ask **Us** not to renew **Your** Policy, **We** will collect a payment for the Renewal Premium, as detailed in the Renewal correspondence **We** send **You**. For Monthly and Quarterly paid policies, once Your Policy renews Your payments will continue to be taken at the same frequency as previously agreed and **Your** insurance contract remains in force until We receive Your Cancellation request.

FRAUD

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

- Fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** Renewal or any adjustment to **Your** Policy.
- Fails to reveal or hides a fact likely to influence the Cover **We** provide.
- Makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false.
- Sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false.
- Makes a Claim under the Policy, knowing the Claim to be false or fraudulent in any way.
- Makes a Claim for any **Loss** or Damage **You** caused deliberately or with **Your** knowledge.
- If **Your** Claim is in any way dishonest or exaggerated.

We will not pay any benefit under this Policy or return any premium to **You** and **We** may cancel **Your Policy** immediately and backdate the Cancellation to the date of the fraudulent **Claim**. **We** may also take legal action against **You** and inform the appropriate authorities.

SANCTIONS

We shall not provide any benefit under this **Policy** to the extent of providing Cover, payment of any **Claim** or the provision of such Cover, payment of such **Claim** or provision of such benefit would expose **Us** to any Sanction, prohibition or restriction under United Nations resolutions or the Trade or Economic Sanctions, Laws or Regulations of the European Union, United Kingdom or United States of America.

CANCELLING THIS INSURANCE POLICY

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 then please return it to **Your Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your** Policy documentation, whichever is the later. On the condition that no Claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter **You** may cancel the insurance Cover at any time by informing **Your Administrator** however no refund of premium will be payable.

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 behavior.
- **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.

Where **Our** investigations provide evidence of **Fraud** or a serio**us** 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 or any additional Covers, **You** will receive a refund of any **Premiums You** have paid for the cancelled Cover, less a proportionate deduction for the time **We** have provided Cover, unless the reason for Cancellation **is Fraud** or **We** are entitled to keep the Premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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.

If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Us** or the **Administrator** as soon as possible.

COMPLAINT PROCEDURE

If **You** are dissatisfied with the service, **You** are provided by Smart Sure in relation to the administration or sale of **Your** Policy, please contact Smart Sure Limited using the details below quoting **Your** Policy Number.

Smart Sure Limited, Citibase, 42 - 44 Clarendon Road, Watford, WD17 1JJ.
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: 0800 023 4567 (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 Box: 114, Jersey, Channel Islands, JE4 9QG.
Telephone: 01534 748610
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

APPLICABLE LAWS

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.

COMPENSATION SCHEME

City and Commercial Limited 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.

DATA PROTECTION ACT 2018

Please read this notice as it explains the purposes for which the **Insurer**, City and Commercial Limited or **We** will **Use Your** Personal Information.

Each of the **Insurer**, City and Commercial Limited and **Us** are data controllers (as defined in the Data Protection Act 2018) of the Personal Information each of them collects about **You** in connection with this Policy.

Your Personal Information will be used for the following purposes:

a) For administration of this Policy including, but not limited to, underwriting, administration and Claims handling.
b) To communicate with **You** in connection with this Policy.
c) To internal analysis and research.
d) To comply with Legal and Regulatory requirements.
e) To help prevent, detect or deal with Crime or **Fraud**.

Each of the **Insurer**, City and Commercial Limited and **Us** use agents and service providers to collect, hold and process on its behalf **Your** Personal Information for the purpose set out in this Policy. These agents and service providers act on the **Insurer**'s, City and Commercial Limited or **Our** instructions (as applicable) and will only use information as the **Insurer**, City and Commercial Limited or **We** tell them to. Smart Sure Insurance may also need to transfer **Your** Personal Data to third parties in countries outside the European Economic Area in confidence. The **Insurer**, City and Commercial Limited and **We** may disclose **Your** Personal Information to third parties (including to the police, other government bodies and other insurers) as required by Law or if the **Insurer**, City and Commercial Limited or **We** think the disclosure may help to prevent, detect, and deal with Crime or **Fraud**. Incompliance with the Data Protection Act 2018, **You** have the right to ask for a copy of the information the **Insurer**, City and Commercial Limited or **We** hold about **You**.
If You find at any time that any of the information the **Insurer**, City and Commercial Limited or **We** hold about **You** is incorrect then **You** should promptly notify the **Insurer**, City and Commercial Limited or **Us** and the **Insurer**, City and Commercial Limited or **We** (as appropriate) will correct the inaccuracy. **You** can contact the **Insurer**, City and Commercial Limited or **Us** about privacy issues or comment or complain about the **Insurer**'s, City and Commercial Limited or **Our** Privacy practices.

Where **Our** use of **Your** Personal Information is based upon **Your** consent, **You** have the right to withdraw such consent at any time by contacting **Us**.

Further information concerning **Your** rights and **Our** responsibilities can be found within **Our** Privacy Notice published on the website: https://smart-sure.com/privacy-Policy/. Alternatively, **You** can request a printed version by contacting **Us**.

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, 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 (UK), 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 UK 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-UK 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 or process enquiries 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.

ALTERATION AND ASSIGNMENT

You are not permitted to assign to another person(s) or change in any way the rights under this Policy without the written consent of the **Insurer** or its agent, acting on its behalf.

EXCLUSION OF THIRD-PARTY RIGHTS

Nothing in this Policy is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

GOVERNING LAW

This Policy and any dispute concerning its interpretation is governed by the Laws of England and Wales and the Jurisdiction of the English Courts will apply. **We** will communicate in English.

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,
Citibase, 42 – 44 Clarendon Road
Watford, WD17 1JJ

Phone
03333 449 669

Claims
03333 449 247

Email
enquiries@smart-sure.com