PARAGON SENSIBLE RISK MANAGEMENT

LANDLORD HOME EMERGENCY BOOKLET TOGETHER, PROTECTING THE HEART OF YOUR HOME

Thank you for taking out a policy with us for your landlord property emergency Insurance.

As long as you have a valid insurance policy for your building, we will give you the services and benefits mentioned in this policy:

- This applies during the time period stated in the schedule.
- It also applies within the specific geographical limits.

We will use the information you provided to give you the services and benefits mentioned in this policy. However, there are some terms, conditions, and things that are not covered. These are listed in the policy, along with any additional **endorsements** that may apply. It's important for you to read everything carefully to make sure this policy meets your needs.

If you're not sure if something is covered or not, please contact the company that sold you this policy.

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

In order to make sure we give our customers the best service possible, we might record your phone call.

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) 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.

THE AIMS OF THIS INSURANCE

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

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

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

MEANING OF WORDS

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

Approved Contractor: A tradesman authorised by us in advance to carry out repairs.

Beyond Economic Repair: A boiler may reach a point where it is not cost-effective to repair it. There are several reasons for this, such as:

- The cost of getting the parts needed (including VAT) to fix the main heating system is more than 85% of the manufacturer's
 retail price for a replacement boiler or a similar model.
- Repairing the boiler would be more expensive than replacing it with a new one.
- Genuine, new parts for the boiler are no longer available from **our** suppliers.
- The type of problem that caused the boiler to fail and the extent of the repairs needed to fix it are not feasible or practical.

Emergency: A sudden problem that, if not fixed quickly, makes **your property** unsafe, damages **your property**, puts **you** or others at risk, causes a health and safety risk, or leaves **you** without **mains services**

Endorsement: A change to the policy which we have notified you of in writing.

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

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

Mains services: Mains drainage to the boundaries of your property, water, electricity, and gas within the property and the main source of heating or hot water where there is no alternative.

Period of insurance: The 12-month period starting from the start date shown on your schedule.

Permanent repair: A repair or other work necessary to put right the damage caused to your property by the emergency.

Property: The residential let property shown on the schedule, which is which is lived in by a tenant.

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

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

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

- An assured shorthold tenancy agreement as defined within the Housing Act 1988 (as amended) or
- A written common law residential tenancy agreement.

Tenant: The occupants of the property who are named in the tenancy agreement.

Unoccupied: Not being lived in by your tenant or any other person with your permission

We/Us/Our/Insurer: Collinson Insurance.

You/Your: The person named on the policy schedule and/or the tenant(s) living in the property

ELIGIBLE PROPERTIES

This policy is for domestic landlords only. Retail, commercial, and other premises used for business are not covered by this cover.

We provide cover for the following types of properties .:

- Houses.
- Bungalows.
- Self-contained flats or maisonettes.

We will not cover:

- Detached garages.
- Sheds.
- Other outbuildings.
- Shared areas of your property, for example hall and stairs areas that others can use.
- Your property if it is used for any business use.
- Bed-sits.
- Sub-divided or sub-let properties.
- Residential or nursing homes.
- Air BnB properties.
- Holiday homes.

YOUR COVER

What is Covered	What is Not Covered
An event which we consider to be an emergency to your let property by the following causes.	 An emergency which happens before the period of insurance or within 14 days of the first start date of this policy. This exclusion does not apply at renewal. The Excess that is detailed on your schedule.
Bursting or sudden leakage of water pipes within your let property or failure of your domestic hot water system.	 Dripping taps. Burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap. Slow leaks from joints or gaskets which does not involve a sudden escape of water. Leaking overflows. The results of hard water scaling deposits. Breakage of any basin, bath, bidet, or shower base. Any leak caused by pests or infestations. Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the property.
Failure of or damage to underground drains or sewers.	 Blockage of soil or waste pipes from sinks, basins, bidets, baths, or showers. The results of hard water scaling deposits.
Complete Failure of your mains services for which you are legally responsible.	 Malfunctioning or blockage of cesspits or septic tanks and their pipe work. Loss or damage arising from the utility company interrupting or deliberately disconnecting the mains services or any equipment they are responsible for.
Complete failure of your central heating system involving a boiler.	 Replacement of any boiler if repair or reinstatement is not possible due to the non-availability of parts. Costs for work recommended as being undertaken following a service of your boiler. Intermittent or reoccurring faults. Water pressure adjustments or failure caused through hard water scale or sludge.

	 Gas leaks from any pipes or appliances. Re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions. Boiler or system noise. Radiator valves. Airlocks in the central heating piping. Costs relating to the repair or replacement of the central heating pump or wall or room thermostat. The results of hard water scaling deposits. Heating systems over 10 years old Heating systems that have an output of more than 60kw per hour. Any claims where your boiler is deemed beyond economic repair. Boilers that have not been serviced in line with the manufacturers guidance or where you cannot provide evidence that the boiler has been serviced within the last 12 months. We will need to see evidence the boiler has been serviced before you can make a claim.
Damage to, or mechanical failure of, the only accessible toilet or cistern in your property which means it cannot be used.	 Any claim where there is another working toilet within your property. Breakdown of, loss of or damage to Saniflow or other macerator toilets. Cost of replacement ceramics or parts.
Removal of wasp, field or house mice or brown rat infestations within your property .	 Infestations or pests in gardens, or outbuildings. Damage caused by the pests or infestations or by their removal. Repeated claims where you have not followed previous guidance from us or the approved contractor to prevent continued or further infestations. Infestations where you have not taken reasonable hygiene measures to prevent it.
Break-in or vandalism compromising the security of your property.	 Breakage of internal glass or doors. Vandalism caused by anyone staying at your property with your permission. Any loss not reported to the police.
Emergency, temporary repairs following damage to your roof which is causing internal water damage.	Flat or tarpaulin roofs.Any claim involving guttering.
The let property has been made insecure due to the external locking mechanism(s), doors, or windows, which have either failed completely or have been damaged.	 breakage of internal glass or doors any loss as a result of break-in or vandalism not reported to the Police
Loss of, or damage to, the only available key to your let property , or if you are unable to access your let property due to a failure or damage to the external locking mechanism.	Any theft of keys, vandalism or malicious damage not reported to the police.
If an emergency covered by this policy means you cannot live in your let property , we will arrange and cover the costs of reasonable overnight accommodation up to a total of £250 Please note that this coverage is limited to accommodation expenses only.	

HOW WE SETTLE A CLAIM

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

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

We will pay up to a maximum as detailed on your let property emergency schedule for any claim including VAT, call-out charges, labour, parts, and materials.

We will not pay for more than three claims within the period of insurance.

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

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

The maximum amount that we will pay during any period of insurance is detailed on your property emergency schedule including VAT.

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

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

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

0345 307 4898

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

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

Major emergencies which may result in serious damage or danger to **you** or anyone else should immediately be reported to the public supply authority, or in the case of difficulty, to the public **emergency** services.

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

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.

POLICY CONDITIONS

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

POLICY EXCLUSIONS

YOU ARE NOT COVERED FOR:

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

COMPLAINTS

We always strive to provide excellent service. However, if you have a complaint, please follow these steps.

- 1. If your complaint is about the sale of your policy, contact the broker who sold you the policy.
- 2. If your complaint is about a claim you made, call us at 0345 900 7832 or email us at customerrelations@collinsonservice.com

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

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

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

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

CANCELLATION

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

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

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

Valid reasons may include but are not limited to:

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

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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

RENEWAL

You will be contacted up to 30 days before the annual renewal date of your policy to invite you to renew the policy. we will tell you about any changes to the premium or the policy terms and conditions. If you do not wish to renew your policy, please contact Us before your renewal date.

OUR RIGHT TO CHANGE THE COVER OR PRICE

If We alter the terms of cover or price of Your policy, it will only be done at Your next annual renewal date.

HOW WE USE THE INFORMATION ABOUT YOU

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

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

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

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

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

Processing your data

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

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

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

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

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

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

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

Email address: data.protection@collinsongroup.com Postal Address: 3 More London Riverside, London, SE1 2AQ

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

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

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

FINANCIAL SERVICES COMPENSATION SCHEME

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