

INTRODUCTION

Residential Landlord's Home Emergency Policy

Your Policy is arranged by Oops Insurance Services Limited, whose offices are situated at Autumn Park Business Centre, Dysart Road, Grantham, Lincolnshire NG31 7EU. Oops Insurance Services Limited is an Appointed Representative of Infinity Risks Ltd which is authorised and regulated by the UK Financial Conduct Authority (FRN 933869).

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

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 manufacturers' 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 service to be completed before cover will apply.

Optional annual boiler servicing is available on a pay-per-use basis by calling 0345 548 1101.

IMPORTANT

It is important that **You** check **Your** Policy Schedule to ensure that the information that **You** have provided to **Us** is accurate. Please take the time to read the contents of this Policy to ensure that **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions. This policy is only applicable within the territorial limits as defined. The Policy wording and **Your** Policy Schedule are important documents; please keep them in a safe place in case **You** need to refer to them for any reason.

DEFINITIONS

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

ADMINISTRATOR:

Smart-Cover Insurance Services, 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX, Tel. 03333 449 559.

ANNUAL CLAIM LIMIT:

The maximum aggregate amount payable in one policy period.

APPROVED CONTRACTOR:

A tradesman approved and authorised by Us in advance to carry out repairs.

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.

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 LIMIT:

The maximum amount payable by **Us** will be £500 per claim including call out charges, labour, parts, materials and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from **Us**.

COMMENCEMENT DATE:

The start of the policy as shown in the schedule.

CLAIMS HELPLINE:

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

DEFERMENT PERIOD/ WAITING 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.

EXCESS:

The first amount of the cost of the claim as specified on **Your** policy **Schedule** which becomes payable by **You** on a successful claim application.

HOME:

The rented property **You** have specified on the schedule, which is let by **You** to the **Tenants** as a private residence. Commercial & business premises, mobile homes and bed-sits are not eligible.

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>.

MONTHLY PREMIUM:

Where **You** have chosen to pay monthly the agreed premium each calendar month from the commencement date. Cover will remain in force on this until you cancel your policy.

PERIOD OF COVER

An annual policy is for 12 months from the date of inception of the policy (this is paid in full at or prior inception). Monthly policies are paid in advance and will continue until the time you have cancelled the policy. (Cancelling the payments will not cancel the policy and arrears and/or bank charges may apply)

PEST:

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

PREMIUM:

The monies **You** have agreed to pay for this policy as shown on **Your Schedule of Insurance**.

SCHEDULE:

The document sent to **You** confirming the **Policy Commencement Date**, Insured address, the details of any **Excess**, the levels and subject of cover provided under this policy Including any special terms or endorsements. Together with this Policy Wording forms the contract of **your** policy.

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.

TENANT:

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

TENANCY AGREEMENT:

The written Tenancy Agreement between You and the Tenant in relation to the Property which is:

- a. an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or
- b. written common law residential Tenancy Agreement.

TERRITORIAL LIMITS:

As defined in **Our** interpretation of **UNITED KINGDOM**.

UNITED KINGDOM:

England, Wales and Scotland excludes Northern Ireland.

UNOCCUPIED:

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

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 schedule as the policyholder, (or if **YOU** permit, the **Tenant** who resides in **Your Let Home**.)

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.

COVER

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions and limitations shown in the Policy Wording or as amended in writing by **Us** and during the policy period of cover.

PAYMENT OF PREMIUM

Premium will be collected as a Card Payment/Direct Debit and will show as Oops Insurance on **Your** Bank statement. Should **Your** regular **Premium** payment fail, **We** will re-attempt to process it immediately thereafter. In case **Your** **Premium** payment fails again, **We** will notify **You** in writing of the further failed payment and what **You** need to do to bring **Your** payments up to date. Please note that failed payments may incur bank charges.

POLICY LIMITS

The claims limits, per claim are as follows:

- **Residential Landlord's Home Emergency Policy** – - up to £1,500 per annum as an **ANNUAL CLAIM LIMIT** with an individual claim limit of up to £500 per claim with a maximum of 3 claims per year.
- **EXCESS** of £50 per claim is applicable.

WHAT IS COVERED

This policy provides emergency assistance to make your home safe and prevent further damage 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 **You should** take to protect **Yourself** and **Your home**; and/or
- b) Send one of our approved engineers or arrange an appointment for an approved engineer to visit **Your Home**; and/or
- c) Organise and pay the cost of providing **Emergency** assistance less any **Excess** up to the Claim Limit per call out including VAT subject to terms and conditions of **Your Policy**; and/or
- d) Where a permanent repair has been made by **Our Approved Engineer**, **We** will guarantee the work completed for 12 months from the date the claim was reported.

COVER PROVIDED

This policy provides the protection described in the cover sections below because of an **Emergency** occurring at the property specified on **Your Schedule**. The payable amount under your policy is limited to the **Claim Limit** shown on **Your Policy Schedule**, including call out charges, labour and materials. The benefit under your policy is limited to a maximum of 3 claims in a year and a maximum claim limit of £500 per claim. There is an excess fee of £50.00 payable for each successful claim.

You are responsible for paying any **Excess** specified in this policy, or costs of repairs that exceeds the **Claim Limit**.

Section A. Water Supply Pipes and Drains

We will assist you for any covered **Emergency** that is **Within Your** property boundary.

- Blockage, collapse or leakage of the water supply pipe.
- Failure or damage to underground drains or Sewers.
- Failure to **Your** mains services for which **You** are legally responsible.

We do not cover:

- Pipes that are outside of the property boundary; and/or
- Dripping taps, burst or leaking Flexible hoses or leaking appliances which are fitted with a stop tap; and/or
- Slow seepage from any joints or gasket which does not involve a sudden escape of water; and/or
- Leaking overflows, or any breakage of any breakage to any basin, bath, bidet or shower base.
- Frozen pipes which have not caused any damage; and/or
- Damage resulting from lack of proper maintenance; and/or
- Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.
- The malfunction or blockage of any cesspits or septic tanks and their associated pipework.

Section B. Plumbing and Central Heating

We will assist **You** to stop the **Emergency** which has arisen from the sudden and unexpected failure of, or damage to, the internal plumbing within the **Home** which has or may result in internal flooding or water damage to **Your Home** and/or mechanical failure to the only accessible toilet or cistern in **Your Home**, which results in the complete loss or function.

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 undertake to obtain spare parts as quickly as is reasonably possible.

We do not cover:

- a) General maintenance; General maintenance including, but not limited to, descaling of central heating pipes, adjustment to the timing and temperature controls of the domestic gas central heating system and venting (bleeding) of radiators;
- b) Frozen pipes which have not caused any damage; and/ or
- c) Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use; and/or
- d) Drips or water leakage that do not cause damage, unless the domestic electrical wiring system is or may be affected; and/or
- e) Cracked or broken toilets or cistern; and/or
- f) Pipes outside the boundary of your home; and/or
- g) Water pipes to or from and in a detached outbuilding or garage; and/or
- h) Quieting noisy pipes; and/or
- i) Replacement of boiler, thermostat, central heating pump, radiator valve or wall or room thermostat: and/or
- j) Airlocks in the central heating system.
- k) Any non-Gas appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual-purpose boilers such as AGA's and Rayburns;
- l) Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating;
- m) Corrosion or any work arising from hard water scale deposits;
- n) Removal of sludge or hard water scale from the insured system;
- o) Any boiler over ten years old at date of inception;
- p) Any boiler or system that has not been serviced in line with manufacturer's recommendations;
- q) We will not cover any boiler that has an output of more than 60kW/hr;
- r) We will not cover any non-gas fired boiler;
- s) Any repairs when our engineer deems the boiler to be beyond economic repair;
- t) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system; Solar powered panels or ground, air or water source heat pumps

Section C. Pest removal

We will assist you to remove any pest infestation inside your home.

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; and/or
- b) Pest infestations of an out-building, any section of the property not in **Your main Home**, or where the living areas of the property are not affected, e.g. garages and sheds; and/or
- c) Damage caused by Pests; and/or

WHAT IS NOT COVERED

Commercial/Business Premises, Mobile Homes, Listed Buildings and Bed-Sits **are not covered under this policy.**

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 occurred that it is not insured. To assist you in understanding the main limitations of this policy please read the **“Cover Provided”** section of **Your policy**.

The Waiting Period

Please note that any incident which occurs within the first 28 days after the commencement of **Your** policy is not covered. However, should **You** need assistance for an emergency contact our helpline and **We** will be able to provide an engineer on a pay on use basis.

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.

REPAIR

All repairs are conducted under current legislation of the **United Kingdom** government or law applicable at the time of any claim or loss.

EXCLUSIONS TO THIS POLICY

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

- Events where on attendance it becomes clear that the call out is not an emergency; and/or
- We will not cover any boiler; and/or
- Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference, design defect or dangerous design or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards; and/or
- 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; and/or
- Replacement of bespoke or designer radiators or towel rails; and/or
- Any claims arising due to boiler or central heating system that has not been serviced in line with manufacturer’s recommendations; and/or in the last one from the date
- Improvements including work that is needed to bring the insured system up to current standards.
- Central heating systems that are over 10 years old;
- Any gas boiler or hot water breakdown.

GENERAL EXCLUSIONS

This policy does not cover the following:

1. Any damage to the home, or personal Injury.
2. Fraud or attempted fraud, or where the condition of the product is not consistent with the details **You** provided.
3. Any claim or damage which is not covered by this **Policy** or is covered by any other insurance **Policy** or maintenance agreement; and/or
4. Any claim within the **Deferment Period** and/or the amount of **Excess** as stated on **Your Policy Schedule**; and/or

5. Any claim where no fault is found or is due to lack of routine maintenance, cleaning, or servicing etc; and/or
6. Any damage, caused by theft, attempted theft, deliberate/malicious damage, (by **You** or any third party), negligence, neglect, **Pest** (unless stated on **Your Policy Schedule**), plants, trees or any type of fire or explosion; and/or
7. Any claim when the **Home** has been left **Unoccupied** for 30 consecutive days or more; and/or
8. Any commercial or business use such as working from home, including use by charities, not for-profit organisations, local government, or other such similar organisations (unless we agree to the use in writing beforehand).
9. Claims arising from any interruption with the supply of electricity, gas and or water (including power cuts and Escape of/Leaks); and/or
10. Claims arising from the same cause or event, when You have not taken or paid for the action recommended by **Our Engineer**, to ensure that the original fault has received a permanent repair.
11. Any breakdown from natural wear and tear and /or gradual deterioration; and/or
12. Cosmetic damage which does not affect the use of **Your Equipment**; and/or
13. **Equipment** installed in a location that is defined as unsuitable or is not used correctly as recommended in the manufacturer's instructions; and/or
14. **Relocation** includes movements within or outside of **Your** registered property. Prior to moving **Your insured Item**. Please contact us prior this, for our approval in writing. and/or
15. Damage, breakdown or malfunction
 - which was pre-existing prior to the policy inception.
 - caused by foreign objects or substances; and/or
 - caused by any rust/corrosion, including damage from hard water scale deposits in the system; and /or
16. Damage to replacement **Equipment** during delivery, installation, or transportation of the **Item**; and/or
17. Replacement or recall of the **Equipment** (or any part) by a supplier or the manufacturer or **Equipment** which must be repaired outside of the **United Kingdom**; and/or
18. Any breakdown, malfunction, or fault to any electrical **Equipment** or **Item** arising from, but not limited to: -
 - Power Surge, loss of power, internet connections or interruptions, downloading/uploading, updating firmware, computer virus(es) to hardware/software **Equipment** and any other coded instructions for the processing and manipulation of data. Any corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or not, and multiply themselves through a computer system or network of whatever nature. Any injury, damage or legal liability arising directly or indirectly from the failure of any computer or other electrical **Equipment** or component to recognise correctly, any date and its true calendar date, or to lose all function including any form of bricking; and/or
 - **Equipment** and/or connected cables which have not been installed properly or is not a standard installation; and/or
 - Loss or damage to interactive or viewing cards; and/or
 - **Relocation** or upgrade of any **Items** (software or physical) and damages arising thereof (unless approved and authorised by **Us** and/or is done in line with the manufacturers specification); and/or
 - Loss of programs/recordings saved to the hard drive or any storage device connected to **Your Equipment**; and/or
 - For satellite policies: components of an integrated digital television; and/or Rust or corrosion damage to the mini-dish and the low-noise block downconverter (LNB) or the re-aligning of your dish.
19. Any loss or damage arising direct or indirectly as a consequence of:
 - War, invasion, acts of foreign enemies, hostilities, war like operations, or usurped power (whether war be declared or not), civil war, civil unrest, rebellion, act of terrorism, revolution, pandemic or directly or indirectly as a consequence of a, pandemic, (whether declared or not), insurrection, riot, strike, labour disturbance, protest, dispute.
 - 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

chemical or biological and/or radioactive substances pollutions or contamination of any kind. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

20. **Homes** situated outside England, Wales and Scotland.

We will not pay costs for direct or indirect loss:

- a) For any payment **You** have made or not notified **Us** of in advance and received **Our** prior agreement; and/or
- b) For delivery, installation of **replacement Items** including parts and/or removal of the **Equipment** to be replaced. and/or
- c) Missed appointments or deliveries, from either not being home or the **Engineer/courier** not arriving at estimated time or date; and/or
- d) Where the removal or disturbance of hazardous, dangerous material (e.g. asbestos, fibreglass) is required; and/or
- e) Due to **You** not being able to use **Your Equipment** (such as hiring a replacement **Item** or using a launderette, whilst waiting for the repair of **Your Equipment**); and/or
- f) For repairs/attempted repairs not carried out by one of **Our** approved **Engineers** which **We** have not authorised; and/or
- g) Damage malfunction or breakdown of the **Equipment** which was caused or contributed by any third party/engineer or anyone who **We** have not authorised; and/or
- h) Work which **You** require to take place outside of **Our** engineer's normal working hours; and/or
- i) Damage incurred whilst gaining necessary access for **Emergency** works or any kind of repair. This includes but is not limited to, any redecoration, or making good any type of surfaces or flooring.
- j) For the replacement of any consumable **Item** including but not limited to: Fuses, batteries belts, cartridges (ink and toner) and any accessory or non-standard **Items**; and/or

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.

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 **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 **Home** 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.
7. All boilers must be serviced annually, and a copy of the service documentation will be required for **Our** records.

HOW WE SETTLE A CLAIM

We will arrange for an **Approved Contractor** to assess the situation and carry out **Emergency** Repairs to **Your Home** to stabilise the situation and remove the **Emergency** or restore the normal operation of the boiler or warm air unit.

Where the cost of a Permanent Repair is similar to the cost of an **Emergency Repair** We may, at **Our** sole discretion, authorise **Our Approved Contractor** to undertake a Permanent Repair to **Your Property**.

We will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials.

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

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

You will be asked to pay the cost of:

- a) Any excess applicable to the policy; and/or
- b) Call out costs if there is no one at the home when the approved engineer arrives, or the engineer is denied reasonable and safe access; and/or
- c) Work exceeding the claim limit as stated in **Your Schedule**; and/or
- d) Additional work not covered under **Your Policy**.
- e) Cost of permanent repair
- f) Fitting replacement parts or components of a superior specification to the original at your request.

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

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

When **You** become aware of a possible claim under this policy, **You** must notify Us immediately by email theteam@oopsinsurance.co.uk, or telephone on **0333 305 9931**

We will then advise **You** how to protect Yourself and Your Property.

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

Major Emergencies which may result in serious damage or danger to You or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services.

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

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

CHANGES THAT YOU NEED TO INFORM US ABOUT

You will need to notify **Us** via telephone, email or in writing when the following occurs; and/or

1. 14 Days prior to a change of address; and/or
2. Any change to **Your** circumstances and/or the use of **Your** insured **Item**; and/or
3. If **You** choose to dispose the insured **Item**; and/or
4. Prior to the **Relocation** of the insured **Item**; and/or
5. Change of ownership of the insured **Item**; and/or
6. Any modifications or upgrades to the insured **Item**.

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.

OUR RIGHT TO CHANGE 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; and/or
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; and/or
3. To reflect changes to taxation applicable to your policy (including but not limited to insurance premium tax); and/or
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; and/or
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); and/or
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**.

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 and Wales.

FRAUD

You must not act in a fraudulent way. If **Your** 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; and/or
- fails to reveal or hides a fact likely to influence the cover **We** provide; and/or
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false; and/or
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false; and/or
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; and/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 **Your** 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 invalidate **Your** policy and meaning in the event of a claim or **We** may not pay any claim in full.

CANCELLING YOUR POLICY

You may cancel this policy at any time by writing to **Us**, at the contact details below. Cancellation requests must give at least 14 days' notice during which time any due payments must be paid. Make sure your letter includes your policy number and you return all the documents we sent to you.

You are required to inform Us of Your intention to cancel the policy prior to informing Your bank.

- A. Should **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 immediate. (subject to no claims)
- B. This Policy will be cancelled on request once any outstanding payments have been received.
- C. If **You** have made a claim during the policy period, there will be no premium refund due.

If **You** Cancel **Your Policy** that has no claims, or any incidents, that may give rise to a claim, **You** will be entitled to a pro-rata return of **Premium** less an administration fee of £25.00. (if you are paying by monthly or quarterly Instalments **You** will be required to make sure the payments are up to date and pay the additional administration fee.

For cancellation Please contact us:

Oops Insurance Services Limited, Autumn Park Business Centre, Dysart Road, Grantham, Lincolnshire NG31 7EU

Telephone: 0345 548 1101

Email: theteam@oopsinsurance.co.uk,

When **You** become aware of a possible claim under this policy, **You** must notify Us immediately by email or telephone on

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy 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) Non or late payment of premium(s)
- b) Where We reasonably suspect fraud or deception in cases where you have been evasive or have omitted information that would have changed the acceptance or terms of this policy.
- c) The use of threatening and abusive behaviour and or language to members of our staff.
- d) Non-compliance with policy terms and conditions.
- e) You have not provided the documents for verification or proof of ownership.
- 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 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 and /or failure to co-operate means We are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

COMPLAINTS PROCEEDURE

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

Customer Satisfaction, Oops Insurance Services Limited, whose offices are situated at Autumn Park Business Centre, Dysart Road, Grantham, Lincolnshire NG31 7EU.

Alternatively telephone Us on 0345 548 1101 or email Us at theteam@oopsinsurance.co.uk.

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

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:

Post to: The Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

Telephone: 08000 234 567 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.

Post to: 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

Post to: 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

POLICY INSURER

City & Commercial Insurance (PCC) Limited, 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>

POLICY ADMINISTRATOR

Smart-Cover Insurance Services, 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX, Tel. 03333 449 559

THE FINANCIAL SERVICES COMPENSATION SCHEME(FSCS)

Oops Insurance Services Limited. You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and 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 PCC Limited is not a member and therefore not covered by the FSCS.

DATA PROTECTION ACT 2018

Please note that any information provided to Smart-Cover Insurance Services 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-cover.co.uk/>

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; 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.