

Landlord Home Emergency Insurance

POLICY WORDING

About Your Insurance

Welcome to **your** OpenRent Landlord Home Emergency Insurance policy.

This insurance is arranged by OpenRent and administered by Hometree Services Limited and is underwritten by Novus Underwriting Limited on behalf Collison Insurance.

Hometree Services Limited is an Appointed Representative of Xact Risk Solutions Ltd who are regulated by the Financial Conduct Authority, Firm Reference No. 590914.

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.

Novus Underwriting Limited, which is an Appointed Representative of Consilium Insurance Brokers Limited, authorised and regulated by the Financial Conduct Authority (Ref: 306080). Novus Underwriting Limited is registered in England (No. 10844265). Registered address The Monument Building, 11 Monument Street, London, EC3R 8AF, United Kingdom.

As Hometree Services Limited acts as agent for the **Insurer**, monies paid to (or held by) Hometree Services Limited in relation to the insurance contract are treated as having been paid to (or held by) the **Insurer**.

This insurance is designed to provide **you** with assistance in the event of an **emergency** at **your property**. **Please note:** The policy does not provide cover for routine maintenance of the items covered under the policy, nor cleaning or servicing.

Please take time to read the “Important Information” section within this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains details of the **initial exclusion period** during which no cover is provided. The insurer’s right to change **your** cover or premium and information about **your** duty to take all reasonable precautions to prevent an **emergency** is also shown here.

How to Make a Claim

In the event of an **emergency**, please call the **claims administrator** Hometree, or use the online claims form that can be found in the Services section of the OpenRent website.

Any OpenRent tenants at the insured property will be notified on the day cover starts and will also be able to report emergencies.

Please have the following information ready to provide to the **claims administrator**:

- **Your** policy number (this can be found on **your Policy Schedule**); and
- Information on the **emergency**.

Important Information

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested.
- **You** check that **you** are eligible for this insurance (see “Eligibility” below).
- **You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below).
- **You** notify OpenRent as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section within this Policy Document. There are also conditions which relate specifically to making a claim under this insurance, and these can be found in the “Making a Claim” section.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Initial Exclusion Period

Unless **you** have previously held a like for like insurance policy with another insurer and **you** are transferring to this policy without any gap in cover, a 14-day **initial exclusion period** applies to **your** policy. This means that no claim can be made for any incident that occurs within the 14 days from the start of **your** policy.

The **initial exclusion period** only applies at the start of **your** policy. It does not apply when **you** renew **your** cover.

If **you** have transferred to this policy from another insurer, proof will be required if a claim is reported within the **initial exclusion period**.

Eligibility

When **you** applied for this insurance, **you** were asked to confirm that **you** and **your property** were eligible for cover. The eligibility requirements are as follows:

You must be:

- Aged 18 or over at the time of purchasing this insurance; and
- A permanent resident in the **United Kingdom**.

Your property must be:

- Located within the **United Kingdom**; and
- **Your** let/rented property (including any attached garage and permanent attached outbuilding), as shown on **your Policy Schedule**.
- **Your domestic boiler** must be 15 years or younger to be covered by this policy.

Only the **property** address listed on **your Policy Schedule** is eligible for cover.

We will not provide any cover if **you** and/or **your property**, and **your domestic boiler** do not meet these eligibility requirements at the **start date** of **your** policy. Please contact OpenRent as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements, or if **you** have any queries.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via OpenRent. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, make changes to, or renew **your** policy. If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact OpenRent as soon as possible.

Your Duty To Try To Prevent an Emergency

You must take all reasonable precautions to prevent an **emergency**. **You** must ensure that the normal day-to-day maintenance of **your property** is undertaken and that **your property** is in good condition.

If **you** have taken out cover for **your domestic boiler**, **you** will need to ensure it is serviced regularly. To be able to make a valid claim under this insurance, **your domestic boiler** will need to have been:

- a) Serviced within the 12 months prior to the **start date**, and/or serviced in line with the manufacturer's recommendations; and
- b) Serviced within the 12 month period prior to an emergency occurring.

Our Right to Change the Cover or Price of Your Insurance

If **we** change the terms of cover or price of **your** policy, it will only be done at **your** next annual renewal date where all changes will be communicated to **you** in writing.

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold**.

Active War: **Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

Administrator: Hometree Services Limited

Beyond Economic Repair: In the opinion of an **engineer** the cost of repair is more than the cost of replacement.

Call Out: A request for assistance with an **emergency** from **you**.

Claim Limit: The maximum amount payable by **us** for each claim within the **period of insurance** stated on **your Policy Schedule** including **call out** charges, labour, parts, materials and, where applicable, the cost (including VAT) of alternative accommodation. **You** can make a maximum of 3 claims during any one **period of insurance**.

Claims Administrator: Hometree Services Limited

Domestic Boiler: The central heating boiler contained within and supplying **your property** that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. **We** will not cover any boiler that has an output more than 60kW/hr or which is over 15 years old at the **start date**.

Domestic Central Heating System: The **domestic boiler** and the central heating system within **your property** that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the **domestic boiler** together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing.

Emergency: A sudden and unexpected event at **your property** which if not dealt with quickly would in the opinion of the **claims administrator**:

- Render the **property** unsafe or insecure; or
- Damage or cause further damage to the **property**; or
- Cause a health and/or safety risk to **you** and/or to others.

Engineer: A qualified person approved and instructed by the **claims administrator** to assist with **your emergency**.

Initial Exclusion Period: The first 14 days from the start of **your** policy during which no claim can be made for any **emergency** that occurs at **your property**.

The **initial exclusion period** only applies at the start of **your** policy. It does not apply when **you** renew **your** cover.

Nuclear risks: Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Period of Insurance: The period for which this insurance is valid as stated in **your Policy Schedule**.

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

Policy Schedule: The document which names **you** as the Policyholder and contains **your property** address, the **period of insurance**, the premium, and the **claim limit**.

Property: **Your** let/rented place of residence, (including any attached garage and permanent attached outbuilding), as shown on **your Policy Schedule**. If the **property** covered under this policy is a flat, communal or service duct areas are excluded from cover.

Reinstatement: Work carried out to make good any surface(s) or flooring which has been excavated to provide **you** with assistance in the event of an **emergency**.

Start Date: The date the insurance cover commences as shown on **your Policy Schedule**.

Terrorism: An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Trace and Access: The investigation or locating of a leak that is not clearly visible and/or identifiable.

Uninhabitable: In the opinion of the **claims administrator**, it is not suitable for **you** to remain in **your property** as a result of an **emergency**.

United Kingdom: England, Scotland, Wales and Northern Ireland.

War:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or
- (b) Any act of **terrorism**; or
- (c) Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

We/Us/Our: Novus Underwriting Limited on behalf of Collinson Insurance.

You/Your/Yourself: A private individual who fulfils the eligibility requirements under 'Eligibility' in this Policy Document and whose name appears as the Policyholder on the **Policy Schedule**.

What is Covered

This policy provides the assistance described in the cover sections below in the event of an **emergency** occurring at **your property**. The maximum amount **we** will pay per claim under **your** policy is limited to the **claim limit** stated in **your Policy Schedule**, and **you** can make a maximum of 3 claims in any **period of insurance**. If the cost of **call out** charges, labour, parts, materials and, where applicable, the cost of alternative accommodation, exceeds the **claim limit** for any claim **you** make under the policy, **you** will need to pay the amount by which the total cost exceeds the **claim limit**.

There are exclusions to cover which apply to each individual cover section and these are listed within "We do not cover" under each section of cover listed below. There are also exclusions which apply to all sections of cover and these are listed under "General Exclusions" in this Policy Document.

Cover Section - Plumbing

In the event of an **emergency** arising from the sudden and unexpected failure of, or damage to, the internal plumbing (including the central heating pipes and radiator valves) within **your property** which has resulted or may result in internal water leakage, flooding or water damage to the **property**, an **engineer** will visit **your property** and complete a temporary repair to limit or prevent damage or, solely at the **claims administrator's** discretion, replace the damaged item or part of the item (as appropriate).

We do not cover:

- a) Frozen pipes which have not caused any damage.
- b) Leaks from any household appliances (for example washing machines or dishwashers), sinks, showers or baths where leakage only occurs when the appliance is in use.
- c) The replacement of water tanks, cylinders and central heating radiators, external WC's, external pipes, and taps.
- d) Cracked or broken toilets or cistern.
- e) Pipes outside the boundary of **your property**.
- f) Dripping taps.
- g) Water pipes to or from and in a detached outbuilding or garage:
- h) Quieting noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool.

Section - Internal and External Drainage

In the event of an **emergency** arising from the sudden and unexpected failure of or damage to the internal or external drainage system of **your property**, an **engineer** will visit **your property** and complete a temporary repair to limit or prevent damage or, solely at the **claims administrator's** discretion, replace the damaged item or part of the item (as appropriate).

Examples of what **we** will cover are:

Internal Drainage:

- Blocked toilet / waste pipe.
- Leaking pipe / toilet / soil vent / stopcock.
- Leaking cold water tank / hot water cylinder (and subsequent draining down if required in an emergency).
- Complete drain blockage that results in all sinks being blocked.

External Drainage:

- Blocked external drain.

We do not cover:

- a) Drains which are blocked by leaves, or due to the build-up of oils, fats, or debris.
- b) Blocked toilets that are not leaking, or overflowing, and where there is another available toilet in the **property**.
- c) Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C. or concrete.
- d) Cesspits, septic tanks, vacuum drainage systems, electric pumps, shower pumps and drainage pumps.
- e) Any plumbing and filtration system for swimming pools or spa baths.
- f) Drains related to detached outbuildings.
- g) Guttering or rainwater downpipes, rainwater drains and soakaways.
- h) Damage to drains caused by structures not conforming to local building regulations.
- i) Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to delamination found in pitch fibre pipe construction.
- j) **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.
- k) **Reinstatement** costs relating to any internal flooring, walls, or ceilings.
- l) Drains (sewers) which are not **your** responsibility, including the lateral or shared drains or drains that are outside **your property's** boundary.

Section - Emergency Boiler Cover

In the event of a complete breakdown of the **domestic boiler** at **your property** which results in the complete loss of **your** heating/or hot water an **engineer** will visit **your property** and complete a temporary repair to limit or prevent damage or, solely at the **claims administrator's** discretion, replace the relevant part(s).

We undertake to obtain spare parts as quickly as is reasonably possible. If **your domestic central heating system** has failed completely and it is not possible for the **engineer** to re-instate **your** heating, then in the event that it takes more than 60 hours to obtain spare parts from the first point at which an **engineer** visits **you** and diagnoses the requirement, **we** will pay a fixed benefit of £40 towards the cost of providing alternative heating (for example, if **you** purchase an electric heater).

We do not cover:

- a) Any repair/replacement whilst **your domestic boiler** is still covered by a retailer or manufacturer warranty.
- b) The cold-water system including its feed and outlet.
- c) **Your** water supply from the hot cylinder to **your** taps.
- d) Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG (Liquid Petroleum Gas) boilers and dual-purpose boilers such as AGAs and Rayburns.
- e) Repair or replacement of fan convactor heaters or heated towel rails or underfloor heating.
- f) Corrosion or any work arising from hard water scale deposits.
- g) Boilers over 15 years old at the **start date**.
- h) Any boiler that has an output more than 60kW/hr.
- i) Removal of sludge or hard water scale.
- j) Any boiler which has not been serviced within the 12 months prior to the **emergency** occurring.
- k) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system.
- l) Solar powered panels or ground air and water source pumps.
- m) Repairs when an **engineer** deems the boiler to be **beyond economic repair**.

Please Note: Cover under this section of the policy is only provided for repairs/replacement parts which are required after any retailer or manufacturer warranty on your domestic boiler has expired. If your domestic boiler is still covered by a retailer or manufacturer warranty when an emergency occurs, an engineer will not be able to attend **your property** and/or carry out the repair/replacement and you will need to contact the retailer/manufacturer as appropriate.

Section - Domestic Central Heating System Cover

In the event of an emergency causing a complete breakdown of **your domestic central heating system**, which results in the system becoming completely unusable, an **engineer** will visit **your property** and complete a temporary repair to limit or prevent damage or, solely at the **claims administrator's** discretion, replace the relevant part(s).

We undertake to obtain spare parts as quickly as is reasonably possible. If **your domestic central heating system** has failed completely and it is not possible for the **engineer** to re-instate **your** heating, then in the event that it takes more than 60 hours to obtain spare parts from the first point at which an **engineer** visits **you** and diagnoses the requirement, **we** will pay a fixed benefit of £40 towards the cost of providing alternative heating (for example, if **you** purchase an electric heater).

We do not cover:

- a) Non-emergency day to day maintenance work including, but not limited to, descaling of central heating pipes, adjustment to the timing and temperature controls of the **domestic central heating system** and venting (bleeding) of radiators.
- b) Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG (Liquid Petroleum

Gas) boilers and dual-purpose boilers such as AGA's and Rayburns.

- c) Repair or replacement of fan convactor heaters or heated towel rails or underfloor heating.
- d) Corrosion or any work arising from hard water scale deposits.
- e) Removal of sludge or hard water scale from the **domestic central heating system** or radiators.
- f) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system.
- g) Solar powered panels or ground air and water source pumps.

Section - Electrical Emergency

In the event of an **emergency** arising from the sudden and unexpected breakdown or failure of the permanent domestic electrical wiring system and its components (fuse box, switches, sockets) supplying electrical power to **your property**, an **engineer** will visit **your property** and complete a temporary repair to limit or prevent damage or, solely at the **claims administrator's** discretion, replace the relevant part(s) and/or wiring.

We do not cover:

- a) Domestic appliances or electrical items with a plug.
- b) Replacing light bulbs, fuses, and any other routine electrical maintenance tasks.
- c) External lighting and non-permanent outbuildings such as sheds and greenhouses.
- d) Where an appliance has caused a circuit to fail or trip.
- e) Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any 3 phase electrical systems or garden areas;
- f) Any garage or outbuilding connected to a separate electric meter to that of the **property**.

Section - Emergency Gas Supply Pipe Cover

In the event of a leak on **your** internal gas supply pipe, an **engineer** will visit **your property** and repair or replace the damaged section of the pipe.

Our assistance will only be provided once the National Gas Emergency Service have attended and isolated the leak.

If **your property** becomes **uninhabitable** for more than 48 hours because of an **emergency** covered by this section of the insurance, **we** will pay up to £250 in total (including VAT) towards the cost of alternative accommodation. Cover is provided towards the cost of hotel room(s) and transport to the hotel only. **We** will not pay for any food or drink purchased, nor the cost of any parking charges incurred, nor the cost of any entertainment.

We do not cover:

- a) Any gas boiler, fire, central heating, or hot water breakdown.
- b) Temporarily frozen pipes where permanent damage is not confirmed.

- c) Repair work to or the cost of replacing lead pipework.
- d) Gas supply pipes which are not installed correctly, or which do not confirm to any governing Gas Safe regulation or requirement.
- e) Any external gas supply pipe or any piping that is the responsibility of the National Grid, including any pipes outside the boundary of **your property**.

Section - Security, Roofing, Lost Keys and Pest Infestation Cover

In the event of an **emergency** relating to the security or roofing of **your property**, a **pest** infestation or loss of the keys to **your property**, we will provide the following assistance:

Security

If a security incident happens at **your property**, we will make sure **your property** is secure. For example, if **your property** is broken into, we will board up broken glazing and/or repair or replace broken locks for external windows and doors.

Lost Keys

If the keys to the main house at **your property** are lost or stolen and there is no other set available to gain access, we will assist **you** to gain access to **your property** for example by replacing the locks and keys.

Pest Infestation

If you have a **pest** infestation inside **your property**, we will provide assistance to remove it. (Please note, “**pests**” are defined under this policy as either black or brown rats, field or house mice, and wasps’ and hornets’ nests. Infestation by any other animal or insect, including bees, is not covered under this policy.)

If **your property** becomes **uninhabitable** for more than 72 hours because of an **emergency** covered by this section of the insurance, we will pay up to £250 in total (including VAT) towards the cost of alternative accommodation. Cover is provided towards the cost of hotel room(s) and transport to the hotel only. We will not pay for any food or drink purchased, nor the cost of any parking charges incurred, nor the cost of any entertainment.

We do not cover:

- a) Pest infestation relating to non-covered pests, including but not limited to, ants, fleas, bedbugs, spiders, flies, squirrels, and bees.
- b) **Pest** infestations outside the main house at **your property**. For example, in garages, other outbuildings or in the garden.
- c) Any damage caused by the **engineer** in gaining access to the **property**.
- d) Damage caused by **pests** to **your property** and its contents.
- e) Roofing claims, where **your property** is over two stories high (excluding loft conversions)
- f) Loss of keys to the main house at **your property** if another set exists.
- g) Loss of keys for any building at **your property** which is not the main house, including any outbuilding, garage or shed.

- h) Internal doors and windows.
- i) Replacement or repair of electronic units powering garage doors.

General Exclusions

In addition to the following exclusions which apply to all sections of cover under this policy, there are exclusions which apply specifically to each individual cover section. These are listed within “We do not cover” under each section of cover of this Policy Document.

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

- 1) Any incident within the **initial exclusion period** after the **start date** of **your** policy.
- 2) Circumstances known to **you** prior to the start **date** of **your** policy.
- 3) Claims arising whilst or immediately after the **property** has been left unoccupied for 60 or more consecutive days;
- 4) Any work carried out by **you** or any other person which was not authorised by the **claims administrator** in advance;
- 5) Claims arising from subsidence, heave or landslip;
- 6) Any defect, damage or breakdown caused by **your** malicious or deliberate action, negligence, mis-use or third-party interference;
- 7) Routine maintenance of the items covered by **your** policy at **your property**, or cleaning or servicing;
- 8) Any incident where on attendance by an **engineer** at **your property** it becomes clear that the event is not an **emergency**;
- 9) Any item or system that has not been regularly maintained and/or serviced in accordance with manufacturer’s instructions or recommendations.
- 10) Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your property**.
- 11) Any parts or item that may need to be replaced because of natural wear and tear and/or gradual deterioration.
- 12) Any repair that is, in the **engineer’s** opinion, impossible to undertake due to problems with the access needed to carry out the repair.
- 13) Any loss unless it is specifically stated as being covered by the policy.
- 14) Any losses caused by any delays in getting spare parts.
- 15) Replacement of bespoke or designer radiators or towel rails.
- 16) Instances where a repair or replacement is needed only because of changes in legislation or health and safety guidelines.
- 17) A **property** situated outside the **United Kingdom**.
- 18) Commercial and business premises, mobile homes, and bed-sits.
- 19) Claims directly or indirectly caused by, happening through, or in consequence of pollution or contamination of any kind whatsoever.
- 20) 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 to affect an **emergency** repair.

- c) Drains or supply pipes laid under pathways, drives, patios, or decked areas.

- 21) Any system(s), equipment or appliances that have not been installed according to appropriate regulatory standards in place or the manufacturer's instructions, or both, and that are subject to a manufacturer's recall.
- 22) Any claim arising directly or indirectly from:
 - a) **War** or acts of **terrorism**.
 - b) **You** are engaging in **active war**.
 - c) **Nuclear risks**.

General Conditions

These conditions apply to the whole policy. If **you** do not meet them, **your** claim may not be paid, or a claim payment could be reduced. In some circumstances **your** insurance may be cancelled.

- **You** must take all reasonable precautions to prevent an **emergency**. **You** must ensure that the normal day-to-day maintenance of **your property** is undertaken and that the **property** is in good condition.
- **You** cannot transfer this policy to anyone else.
- Where applicable, **you** will need to source and pay for the alternative heating yourself and provide a purchase receipt to the **claims administrator** so that **you** can be reimbursed.
- Where applicable, the alternative accommodation benefit will only be provided to **you** and **your** immediate family who normally reside at **your property**. It is also offered on a pay/claim basis, which means that you must pay initially, and the **claims administrator** will send **you** a claim form to complete and return for reimbursement. Before arranging any accommodation, authorisation must be obtained from the **claim's administrator**. **We** will only reimburse claims when the **claims administrator** is in receipt of a valid receipt.

Making a Claim

Tel: 01156 478733

The **claims administrator** will appoint an **engineer** to attend **your property**, provided that this is not prevented by adverse weather conditions, health and safety, industrial disputes (official or otherwise), failure of the public transport system (including the road and railway networks and repairs such networks) and any other circumstances preventing access to **your Property** or otherwise making the provision of assistance impossible.

Claims Conditions

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess **your** claim or keep **our** losses to a minimum, **we** may not accept **your** claim or any payment could be reduced.

- 1) Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the **property**.
- 2) Before requesting 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 property**.
- 3) Contact the **claims administrator** as soon as **you** notice the **emergency** to provide details of the assistance required. All requests for assistance must be made through the **claims administrator**. Do not make any arrangements **yourself** without prior authorisation from the **claims administrator**. If **you** do, **we** will not reimburse any costs **you** may incur. Calls may be recorded.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Transferring of Rights

We will be entitled, at our **cost** but in **your** name, to:

- Take legal proceedings for **our** own benefit in respect of the cost of any claim made under this policy, damages or otherwise, or
- Take over and conduct the defence or settlement of any claim.

We will have full discretion in the conduct of any proceedings and in the defence or settlement of any claim.

You agree to give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- Not pay **your** claim; and
- Recover (from **you**) any payments **we** have already made in respect of that claim; and
- Terminate **your** insurance from the time of the fraudulent act; and
- Inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident

which happens after that time and may not return any of the insurance premium(s) already paid.

Replacement of Parts or Components

We reserve the right to use 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 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 limit or prevent damage and to make **your property** safe.

Emergencies Not Covered Under This Policy

Should an **emergency** arise that is not included under **your** policy, OpenRent can arrange for an **engineer** to attend **your property** but **you** will be responsible for all costs involved. The use of this service does not constitute a claim under **your** policy.

Automatic Renewal of Your Policy

Where **you** have selected the Automatic Renewal option at time of purchase, OpenRent will automatically renew **your** insurance policy.

This means OpenRent will keep **your** payment details securely on file so that it can debit **your** premium up to seven (7) days before **your** renewal date. OpenRent will contact **you** by email up to 30 days prior to **your** renewal date to confirm auto renewal. The email will be sent to the email address provided by **you** at the time of **your** original application and will confirm the new premium payable, any changes to the terms/conditions of **your** cover, and that payment will be debited up to 7 days prior to the policy renewal date.

If **you** do not wish **your** policy to auto renew, or **you** require changes to **your** policy details, please contact OpenRent at least 14 days before **your** renewal date.

Cancellation of the Policy

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents if this is later. This is known as **your** cooling off period. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If a claim has been made in the current period of insurance, **you** must pay any remaining insurance premium due for the term of the policy.

If **You** wish to cancel the policy after 14 days, provided no claim has been made, you will receive a pro-rata refund of

Your premium based on the number of whole days of the original period of insurance remaining.

If a claim has been made in the current period of insurance, **you** must pay any remaining insurance premium due for the term of the policy.

To cancel **your** cover please contact OpenRent.

You will need to supply all **your** policy details.

Cancellation by Us

We 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-payment of premium.
- b) Threatening and abusive behaviour.
- c) Failure to provide documents.
- d) Non-compliance with policy terms and conditions.

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud.

We may cancel **your** policy due to **your** non-payment of premium if **you** use threatening or abusive behaviour or language or if **we** have reasonable suspicion of fraud. This is not an exhaustive list.

Customer Service/Complaints

It is the intention to give **You** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure: -

SALE OF THE POLICY

OpenRent Ltd,
6th Floor
2 London Wall Place
London EC2Y 5AU
Email: complaints@openrent.co.uk

CLAIMS

Hometree
4 Mabledon Place, King's Cross
London
WC1H 9BB
Email: support@hometree.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: -

The Financial Ombudsman Service,

Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

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.

Personal Information

The Insurer and the policy administrator are the data controllers (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process your information.

For more information about the claims administrator uses your personal information please see their privacy policy <https://hometree.co.uk/privacy-policy.html>

Collinson Insurance Privacy Notice

How the insurer uses the Information About You

As a data controller, the insurer collects and processes information about you so that they can provide you with the products and services you have requested. They 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 them to:

- Meet their 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 their legitimate interests.

Some of the personal information that you provide may be sensitive information. This includes details about your health or medical records. Where the insurer need your consent to collect and process your sensitive information, this will be obtained from you at the relevant time. Please note that, in these cases, the insurer may not be able to sell you an insurance policy or deal with a claim if you do not agree to them processing relevant sensitive information.

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, they will have strict contractual terms in place to make sure that your information remains safe and secure.

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

The personal information they 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 the insurer 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 the insurer's legitimate business interests.

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

How the insurer stores and protects your information

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

The insurer also have security measures in place in our offices to protect the information that you have given them.

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

You have the right to request a copy of the information that the insurer holds about you. If you would like a copy of some or all of your personal information, please contact them 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, the insurer may either make a reasonable charge for this service or refuse to give you this information if your request is clearly unjustified or excessive.

The insurer wants 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>.