



# Hometree

**TERMS & CONDITIONS**



# Welcome to the Hometree Family

## Thank you for choosing Hometree to be your home cover provider.

We believe that customers should get better, more affordable home cover plans with no unfair price hikes and the best customer service possible.

As part of this, the terms and conditions are designed to be as easy to read and as transparent as possible. This is the legal part of your agreement with the broker and the insurer, and both have tried to remove any confusing jargon and language from it so that it is easy to understand.

You should know exactly what you are paying for so please do spend a bit of time reading this as it will help you understand exactly what is included and excluded in the policy.

The products are created by listening to customers and understanding their needs. This is an ongoing process and therefore we value hearing from as many of you as possible so we can shape our future products. If there is anything you don't understand or have any other thoughts, please do reach out as we love hearing from our customers!

All insurance documents and all communication with you about this policy will be in English.





Please note these terms and conditions apply to your Home Emergency Insurance only. If you have chosen any other non-insurance product/service, these terms and conditions do not apply to that.

This insurance policy has been arranged and brokered for **You** by Hometree Services Limited, whose registered address is Hamilton House, 4 Mabledon Place, King's Cross, London, WC1H 9BB. Hometree Services Limited (FRN 935444) is an Appointed Representative of Xact Risk Solutions Limited which is authorised and regulated by the Financial Conduct Authority under FRN 590914.

The policy is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell.

City & Commercial Insurance Company (PCC) Limited is a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. It was established in 1993 and is authorized to carry out general insurance business. The company's address is 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY11BZ.

Any questions, **Claims** or complaints regarding this policy should initially be sent to Hometree Services Limited on 0330 912 4843 or [support@hometree.co.uk](mailto:support@hometree.co.uk).



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# 1 Definitions

A list of important definitions we use in these terms and conditions.





Some phrases that we use in these terms and conditions have specific meanings. When you see these words appear in the document, look at this list for the specific meaning.

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<b>Annual Claim Limit</b>	The maximum aggregate amount payable in one policy period as stated on <b>Your Policy Schedule</b> .
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<b>Approved Engineer or Engineer</b>	A qualified person instructed by the Hometree Repairs Team on <b>Your</b> behalf to undertake <b>Emergency</b> work.
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<b>Assistance</b>	The reasonable efforts made by the <b>Approved Engineer</b> during a visit to the <b>Home</b> 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 <b>Cover</b> provided.
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<b>Beyond Economic Repair (BER)</b>	The <b>Insurer</b> may deem an item “beyond economic repair” or “ <b>BER</b> ” if, it is reasonably believed that the cost of repair exceeds 70% of the cost of the insured item’s value. In addition, an item may be deemed <b>BER</b> if the required parts to fix the item are obsolete or otherwise not available, or if the item cannot be repaired either on safety grounds or any other reasonable grounds. All decisions whether to declare an item <b>BER</b> shall be made by the <b>Insurer</b> .
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<b>Broker</b>	Hometree Services Limited, Hamilton House whose registered address is 4 Mabledon Place, King’s Cross, London, WC1H 9BB, Tel. 0330 912 4843.  The <b>Broker</b> is at all times acting on <b>Your</b> behalf as <b>Your</b> agent.
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<b>Call out(s)</b>	A request for <b>Emergency Assistance</b> from <b>You</b> .
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<b>Claim</b>	A <b>Claim</b> refers to the formal request made by <b>You</b> to the <b>Insurer</b> for <b>Assistance</b> in response to an unexpected and covered <b>Emergency</b> situation that occurs within <b>Your Home</b> subject to and in accordance with the terms and conditions of this policy.
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<b>Claim Limit</b>	The maximum amount payable per claim by the <b>Insurer</b> as stated on <b>Your Policy Schedule</b> . This includes the cost of <b>Call out</b> charges, cost of labour, cost of parts, cost of materials and where applicable the cost (including VAT) of alternative accommodation, subject to prior agreement from the <b>Insurer</b> .
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**Commencement Date** The start of the policy as shown in the **Policy Schedule**.

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**Cover** **You** can make an unlimited number of **Claims** on this policy for losses up to the maximum **Claim Limit** per **Claim**, subject also to an **Annual Claim Limit**, which is the maximum aggregate amount payable in one policy period, as stated on **Your Policy Schedule**. This **Claim Limit** includes the cost of **Call Out**, cost of parts, labour, materials and VAT where applicable, and alternative accommodation costs if applicable in accordance with the terms and conditions per section of cover and subject to any exclusions and limitations stated.

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**Deferment Period** The first 14 days from the **Commencement Date** of **Your** policy. This is the **Waiting Period** in which **You** cannot make a **Claim** under the policy. This does not apply if **You** renew **Your** policy and maintain continuous cover.

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**Emergency(ies)** A sudden and unexpected event which, if not dealt with in a timely manner would in the **Insurer's** reasonable opinion:

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

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**Home** A building designed for residential use that **You** own and either live in or rent out for someone else to live in, including any attached garage or conservatory.

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**Hometree Booking Tool** An online form on the Hometree customer portal for submitting **Claims**, which can be accessed via this link (<https://portal.hometree.co.uk/>) or by clicking on the “Log-in” button on the Hometree [website](#) home page navigation menu.

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**Hometree Phone Line** General phone number for customer inquiries, including questions on **Claims**, **Call outs**, and account management; contact by calling this number: 0330 912 4843

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**Hometree Repairs Team** The department at Hometree responsible for managing customer **Claims**, **Call outs**, and engineer network (for and on **You** behalf).

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Some phrases that we use in these terms and conditions have specific meanings. When you see these words appear in the document, look at this list for the specific meaning.

<b>Insurer</b>	<p>This policy is underwritten by City &amp; Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell.</p> <p>City &amp; Commercial Insurance Company (PCC) Limited is a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. It was established in 1993 and is authorized to carry out general insurance business. The company's address is 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.</p>
<b>Period of Cover</b>	<p><b>Your</b> policy is for one year from the <b>Commencement Date</b> shown on the <b>Policy Schedule</b>, unless otherwise stated. If <b>You</b> choose to pay <b>Your</b> premium by monthly or quarterly instalments, payments must be kept up to date to ensure continuing cover and in accordance with the Premium Payment Warranty section (further below).</p>
<b>Pest(s)</b>	<p>Either black or brown rats, field or house mice, and wasps' and hornets' nests.</p>
<b>Placing Broker</b>	<p>City and Commercial Ltd (CRN: 02814889)</p> <p>The party acting on behalf of the <b>Broker</b> to source the policy and its terms.</p>
<b>Policy Schedule</b>	<p>The document sent to <b>You</b> confirming the <b>Commencement Date</b>, <b>Your</b> details and the <b>Home</b> which is the subject of cover.</p>
<b>Reinstatement</b>	<p>The filling in of any excavation and leaving the surface level where an <b>Approved Engineer</b> has made access to an external drain or external water supply pipe.</p>
<b>Unoccupied</b>	<p>Where no one has resided in the <b>Home</b> for a period exceeding 30 consecutive days.</p>
<b>Waiting Period</b>	<p>In respect of all sections of the policy, no <b>Claim</b> can be made for any incident that occurs within 14 days of the <b>Commencement Date</b> of this policy as shown in the <b>Policy Schedule</b>.</p>
<b>You, Your, Insured</b>	<p>The person who is named on the <b>Policy Schedule</b> as the policyholder.</p>



## 2 INCLUSIONS AND LIMITATIONS

Here, we outline the key items that are covered and the limitations of each in the policy.





### What Is Covered

This policy provides **Emergency Assistance** to make **Your Home** reasonably safe and prevent further damage to the property by means of a temporary repair.

In the event of an **Emergency** occurring in **Your Home** (for which **You** have made a **Claim** which has been approved by the **Insurer**), the **Insurer** will:

- A. Inform **You** on what action to take to protect **Yourself** and **Your Home**;
- B. Liaise with **Hometree Repairs Team** for an **Approved Engineer** to attend **Your Home** or arrange an appointment for an **Approved Engineer** to visit **Your Home**;
- C. Where a permanent repair is completed under **Your** policy by an **Approved Engineer**, the **Insurer** will guarantee the work completed for 12 months from the date of the **Claim**.

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

**The Waiting Period** - please also note that any incident which occurs in the first 14 days after the policy **Commencement Date** is not covered.

### Cover Provided

This policy provides the protection described in the cover sections below following an **Emergency** occurring at the **Home** and where a **Claim** is approved by the **Insurer**. The benefit under the policy is limited to the **Annual Claim Limit** stated in each section of cover as stated on **Your Policy Schedule**.

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

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

#### Section A. External Water Supply Pipe

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

**The policy does not cover:**

- a. Costs which exceed **Your** proportion of the cost of any work undertaken by the **Insurer** or an **Approved Engineer** under the terms of this policy on a water supply pipe outside the boundary of **Your** property where **You** share legal responsibility for the water supply pipe with any third party(ies);
- b. Frozen pipes which have not caused any damage;



- c. Any work required on a water supply pipe outside the boundary of **Your** property where **You** share legal responsibility for the water supply pipe with any third party(ies) who does not agree to the work being completed by an **Approved Engineer**;
- d. Damage resulting from lack of proper maintenance;
- e. **Reinstatement** costs relating to the original surface or construction of a drive, path, decking, or any other surface which is excavated as part of a **Claim**.

### Section B. Plumbing

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

#### The policy does not cover:

- a. General maintenance;
- b. Frozen pipes which have not caused any damage;
- c. Leaks from any household appliances, sink, shower bath or toilet where leakage only occurs when the appliance is in use;
- d. Drips or water leakage that do not cause damage, unless the domestic electrical wiring system is or may be affected;
- e. Cracked or broken toilets or cistern;
- f. Pipes outside the boundary of **Your** property;
- g. Water pipes to or from and in a detached outbuilding or garage unless specified on **Your Policy Schedule**;
- h. Quietening noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool;
- i. Where issues require "Trace and Access" to assess where the leak is located, the cost of this service is not covered.

### Section C. Drainage

The **Insurer** will assist **You** to stop the **Emergency** which has arisen from the sudden and unexpected failure of, or damage to, the drainage system of **Your Home**. If **Your Home** becomes uninhabitable for more than 48 hours, following the **Engineer's** visit, as a result of an **Emergency** covered by this section relating to **Your** drainage, the **Insurer** will pay a one-off sum of up to £200 (including VAT) for a reasonable alternative accommodation, subject to the **Claim Limit**.

#### The policy does not cover:

- a. General service and maintenance including but not limited to leaves, build-up of oils, or debris;
- b. Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C. or concrete;
- c. Cesspits, septic tanks, vacuum drainage systems, electric pumps, shower pumps, Saniflo units/generic pumped systems and drainage pumps;
- d. Plumbing and filtration systems for swimming pools or spa baths;
- e. Detached outbuildings unless specified on **Your Policy Schedule**;
- f. Guttering or fall pipes of the **Home**;



- g. Damage to drains caused by structures not conforming to local building regulations or caused as result of negligence or neglect;
- h. Failure or damage caused to by faulty or defective design or the drainage pipe including but not limited to delamination found in pitch fibre pipe construction;
- i. **Reinstatement** costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a **Claim**;
- j. Blockage due to misuse including, but not limited to, flushing of unsuitable items/materials down the toilet;
- k. Damage caused to or due to the drains falling outside the boundary of the insured property;
- l. Damage or any **Claims** arising from drains falling in communal areas;
- m. Blocked toilets which are not causing any damage to **Your** property and where **You** can reasonably access an alternative toilet within **Your** property;
- n. Where issues require "Trace and Access" to assess where the leak is located, the cost of this service is not covered.

### Section D. Emergency Boiler Breakdown Cover

The **Insurer** will assist **You** in repairing or rectifying the breakdown of **Your** domestic boiler at **Your Home**. **Your** boiler must have been serviced within the previous 12 months in the event of a **Claim**.

In the event of an **Emergency**, the **Insurer** will undertake to obtain spare parts as soon as is reasonably possible. In the event it takes more than 60 hours to achieve this from the first point at which an **Approved Engineer** visits **You** and diagnoses the requirement, the **Insurer** will pay a fixed benefit of £40 toward providing alternative heating. In the event **Your** domestic boiler is declared **Beyond Economic Repair (BER)** by the **Insurer** and is under seven years old, the **Insurer** will make a contribution of 15% of the cost of a new boiler if bought from the **Broker** subject to the **Claim Limit**.

#### The policy does not cover:

- a. Any non-gas or electric appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual-purpose boilers such as AGA's and Rayburns;
- b. Corrosion or any work arising from hard water scale deposits;
- c. Removal of sludge or hard water scale from the insured system;
- d. Any gas fired appliance, with a primary purpose other than heating, such as a domestic cooker or lighting system;
- e. Solar powered panels or ground air and water source pumps;
- f. Any further repairs required once the **Insurer** deems the boiler to be beyond economic repair;
- g. Repairs where the breakdown results in the loss of domestic hot water provision only and there is no alternative source of hot water (e.g. immersion heater).

### Section E. Domestic Central Heating System Cover

The **Insurer** 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. The **Insurer** will attempt to obtain spare parts as soon as is reasonably possible. In the event it takes more than 60 hours to achieve this from the first point at which an **Approved Engineer** visits **You** and diagnoses the requirements, the **Insurer** will pay a one-off fixed benefit of £40 towards providing alternative heating.

#### The policy does not cover:

- a) General maintenance including, but not limited to, descaling of central heating pipes, adjustment to the timing and temperature controls of the domestic gas/electric central heating system and venting (bleeding) of radiators;



- b) Any non-gas or electric appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual-purpose boilers such as AGA's and Rayburns;
- c) Repair, maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating;
- d) Corrosion or any work arising from hard water scale deposits;
- e) Removal of sludge or hard water scale from the insured system;
- f) Any gas fired appliance, with a primary purpose other than heating, such as a domestic cooker or lighting system;
- g) Solar powered panels or ground air and water source pumps.

### Section F. Electrical Emergency and Breakdown Cover

The **Insurer** will assist **You** and provide cover to restore the functioning of **Your** electrical system in the event of complete loss of power to **Your Home**.

#### The policy does not cover:

- a. Any issues not relating to the breakdown or failure of the complete power to **Your Home**;
- b. Wiring or electrics in communal areas;
- c. Any garage or outbuilding connected to a separate electric meter to that of the **Home** unless specified on **Your Policy Schedule**;
- d. Repairs where only part of the permanent domestic electrical wiring system supplying electrical power to **Your Home** has failed;
- e. Where issues require "Trace and Access" to assess where the fault is located, the cost of this service is not covered.

### Section G. Emergency Gas Supply Pipe Cover

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

#### The policy does not cover:

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

### Section H. Security and Lost Keys Cover

The **Insurer** will assist **You** and pay for the **Call out**, labour and part and materials involved in **Emergencies** relating to the security of **Your Home** and lost keys of **Your Home**.

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

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



### The policy does not cover:

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

### Section I. Pest(s) Infestation Cover

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

If **Your Home** becomes uninhabitable for more than 48 hours, following the **Engineers** visit, as a result of an **Emergency** covered by this section relating to **Your Pest(s)** infestation, the **Insurer** will pay a one-off sum of up to £200 (including VAT) for a reasonable alternative accommodation, subject to the **Claim Limit**.

### We do not cover:

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

## Replacement of Parts or Components

The **Insurer** reserves 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. The **Insurer** is not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any part(s).

When replacement parts are received, **Hometree Repairs Team** will contact **You** to arrange a suitable time slot for the **Engineer** to attend. **You** will have to make sure that the **Engineer** can get reasonable and safe access to carry out the repair. If the **Insurer** cannot get a replacement part needed to carry out a repair, their liability will be limited to a temporary repair to make the **Emergency** safe.



# 3 GENERAL EXCLUSIONS

This section lists our 'general exclusions'. They are important to understand because certain things are not covered.







#### General Exclusions

The **Insurer** shall not be liable for costs arising from or in connection with:

1. Any incident within the **Deferment Period** after the **Commencement Date** of **Your** policy;
2. Circumstances known to **You** prior to the **Commencement Date** of **Your** policy or incidents which occur within the waiting period;
3. **Claims** arising after the **Home** has been left **Unoccupied** or due to **Your Home** being **Unoccupied** for 30 consecutive days or longer unless the nature of the issue which has occurred has not in the **Insurer's** reasonable opinion been exacerbated by the period of non-occupancy;
4. Any wilful or negligent act or omission by **You** or any third party;
5. Events where on attendance the **Insurer** reasonably believes that the **Call out** is not an **Emergency**;
6. General maintenance work or any system that has not been regularly maintained, evidence of maintenance by an **Approved Engineer** will be requested;
7. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **Your Home**;
8. The **Insurer** will not cover any boiler that has an output more than 60kW/hr;
9. Any parts or item that may need to be replaced because of natural wear and tear;
10. Any design defect or any repair that is rendered, in the **Insurer's** opinion, either difficult or impossible due to problems or issues with the access needed to facilitate the repair or attend to the **Emergency**;
11. Any loss, including consequential loss, howsoever arising unless it is specifically stated as being covered by the policy, for example, including but not limited to damaged carpets as a result of an emergency water leak from your plumbing;
12. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
13. Replacement of bespoke or designer radiators or towel rails;
14. Improvements including work that is needed to bring the insured system up to current standards;
15. **Homes** situated outside the United Kingdom;
16. **Claims** directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever;
17. Any damage caused by the **Approved Engineer** in gaining access to:
  - a. The **Home** due to the failure of the locks;
  - b. An appliance or any equipment from its operational position in order to attend to the **Emergency**;
  - c. Drains or supply pipes laid under pathways, drives, patios or decked areas.
18. Any **Claims** arising from the failure of any services where the problem is situated outside the boundary of the plot of land on which **Your Home** is situated or beyond the part of either the sole or shared supply system or piping for which **You** are legally responsible.
19. Any intermittent or reoccurring fault.
20. Any system(s) not installed properly or in line with manufacturers guidelines.
21. The **Insurer** will not provide services under this policy if prevented from doing so as a result of an unusual or unforeseeable event or circumstance beyond reasonable control ('Force Majeure'). This would include, but is not limited to, war, threat of war, earthquake, 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, epidemic or pandemic (whether declared or not) and Acts of God.



22. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
23. Any direct or indirect consequence of:
  - a. Irradiation, or contamination by nuclear material; or
  - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
24. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
  - a. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
  - b. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorized instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

# 4 HOW TO

Here we explain how and when you can make a Claim, cancel the policy, and submit a complaint.





## How to arrange Emergency Assistance

1. Major **Emergencies** which could result in serious injury to the public or damage to property should be immediately advised to the utility supply company and/or the public **Emergency** services. The policy does not provide cover for any repairs, damage or other loss resulting from leaks which occur outside the boundary of the **Home**.
2. Before requesting **Emergency Assistance**, **You** should check that the circumstances are covered by **Your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **Your Home**.
3. Where **You** have chosen to pay monthly/quarterly, **Call outs** will only be considered if **Your** premium has been paid from the **Commencement Date** of this policy, up to and including the month in which the **Emergency** occurred and there are no outstanding payment defaults and in accordance with the Premium Payment Warranty section below.
4. Request **Assistance** by using the **Hometree Booking Tool** or **Hometree Phone Line** as soon as **You** notice the **Emergency** to provide details of the **Assistance** required. The **Hometree Booking Tool** is the fastest way to submit your request. Do not make any arrangements **Yourself** unless agreed to by the **Insurer**. If **You** do, the **Insurer** will not reimburse any costs **You** may incur. Calls may be recorded.
5. The **Hometree Booking Tool** and/or the **Hometree Repairs Team** will arrange for an **Approved Engineer** to attend **Your Home**, provided that this is not precluded 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 thereto and any other circumstances preventing safe and reasonable access to the **Home** (and where the **Emergency** is located) or otherwise making the provision of **Emergency Assistance** impossible or impractical.
6. The **Hometree Repairs Team** and the **Approved Engineer** will have reasonable discretion as to when and how work is undertaken. This will be based on the details provided by **You** and any risk to the **Approved Engineer**. The **Insurer** may reserve the right to delay when work will be undertaken due to health and safety considerations.
7. The **Approved Engineer** will charge all costs covered by the insurance directly to the **Insurer**. **You** will be asked to pay the cost of:
  - a. Any excess applicable to the policy;
  - b. **Call out** costs if there is no one at **Your Home** when the **Approved Engineer** arrives or is denied or does not have reasonable and safe access to **Your Home** (and where the **Emergency** is located);
  - c. Work in excess of the **Claim Limit**;
  - d. Fitting replacement items, parts or components of a superior specification to the original at **Your** request.



# How to cancel your policy

**You** may cancel this policy at any time by contacting the **Broker**, on the contact details below, in writing. Cancellation requests must give 14 days' advance notice during which time any due payments will be collected. Please quote the policy number shown in the **Policy Schedule** when cancelling.

The contact details are:

**Telephone:** 0330 912 4843

**Email:** [support@hometree.co.uk](mailto:support@hometree.co.uk)

The **Insurer** hopes **You** are happy with the cover this policy provides. However, if **You** decide that for any reason, this policy does not meet **Your** insurance needs and **You** choose to cancel the policy within 14 days of receiving the policy documents or the **Commencement Date** of **Your** policy (whichever is later), **You** will receive a full refund of any premiums paid and the cancellation will be effective immediately. If **You** have made a **Claim** during this period, the **Insurer** reserves the right to deduct the cost of that **Claim** from any refund of premium which is due to **You**.

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



# Complaint Procedure

## Service, Administration or Sale

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

**Hometree Services Limited whose registered address Hamilton House, 4 Mabledon Place, King's Cross, London, WC1H 9BB.**

**Telephone:** 0330 912 4843

**Email:** [support@hometree.co.uk](mailto:support@hometree.co.uk)

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

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

**Telephone:** 0800 023 4567 (free for people phoning from a fixed line) or 0300 123 9123

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following this complaints procedure does not affect **Your** right to take legal action.

## Policy Terms

If **Your** complaint relates to the policy terms/coverage or whether a **Claim** was accepted or rejected **You** should refer **Your** complaint to City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell using the contact details below, quoting **Your** policy number.

The Compliance Director,  
City & Commercial Insurance Company (PCC) Limited re Hometree Services Limited,  
3rd Floor, One Cornet Street,  
St. Peter Port,  
Guernsey, GY11BZ.

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

**Channel Islands Financial Ombudsman (CIFO), PO Box 114, Jersey, Channel Islands, JE4 9QG.**

**Telephone:** 01534 748610

**Email:** [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

**Website:** [www.ci-fo.org](http://www.ci-fo.org)

# 5 LEGAL INFORMATION

Details around the underwriter, our fraud policies, how we use personal data, applicable law and other legal information.







# Price Changes & Cancellations

## Insurer's right to change the cover or price

**You** will receive at least 28 days written notice if the **Insurer** decides or needs to change **Your** policy cover or the price of **Your** insurance for any of the following reasons:

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

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

## Insurer's right to refuse or cancel Your policy

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address.

Valid reasons may include but are not limited to:

- a. Where the **Insurer** reasonably suspects 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 the **Insurer** asks;
- f. **You** do not or are not willing to co-operate in the event of a **Claim**.

Where the **Insurer's** investigations provide evidence of or suspect fraud or a serious non-disclosure, the **Insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided the **Insurer** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If the **Insurer** cancels the policy and/or any additional covers **You** will receive a pro-rata return of premium for the number of complete unexpired months remaining of **Your** policy less an administration fee of £25. **You** will not be entitled to a pro-rata refund if a **Claim** or an incident that may give rise to a **Claim** has occurred, unless the reason for cancellation is fraud and/or failure to co-operate in which case the **Insurer** is entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.



### Premium Payment Warranty

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

Subject to and upon payment of the premium, this policy shall commence. Immediately upon commencement of this policy, the right to receive premium is assigned by the **Insurer** to the the **Placing Broker**, in its own right absolutely. This provision is therefore notice to **You** of that assignment. City and Commercial Ltd has agreed that it will treat payment of premium to **Your Broker** as being payment to itself and, on this basis, the **Insurer** shall accept **Your** policy onto **Cover**.

Payment of premium by **You** is a condition precedent to the **Insurer's** liability under the policy. If premium is not paid to the **Broker** when due, the **Insurer** shall have no liability under the policy so shall not have to pay any **Claims**. If an instalment premium is not paid when due by **You**, then the **Insurer's** liability shall terminate at the end of the last period for which **You** shall have paid the instalment premium in full.

If a loss that is covered by the policy occurs after the **Commencement Date**, but before the first premium due has been paid or in respect of any instalment premium, if a loss covered by the policy occurs before the policy is terminated (as set out above), the **Insurer** may pay the **Claim** (subject to the terms and conditions of the policy) after deducting all unpaid premium (all future premium instalments shall also become due on the agreement of the **Claim** by the **Insurer** and would be deducted from any **Claim** payment). **You** agree to accept that sum in full settlement of the **Claim**.

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

### Conditions

1. The rights given under this policy cannot be transferred to anyone else.
2. You must give reasonable access to enable appropriate treatments to be carried out and follow advice from the **Approved Engineer** and / or the **Hometree Repairs Team** in removing furniture if this is deemed necessary.
3. To improve the quality of the service provided, all calls to the **Hometree Phone Line** 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. The **Insurer** may take proceedings in **Your** name at their 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. The **Insurer** 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 the **Insurer** may be able to arrange through their network.



### Fraud

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

- fails to reveal or hides a fact likely to influence whether the **Insurer** accepts **Your** proposal, **Your** renewal, or any adjustment to **Your** policy; or
- fails to reveal or hides a fact likely to influence the cover the **Insurer** provides; or
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false; or
- sends the **Insurer** or anyone acting on the **Insurer's** behalf a document, knowing the document to be forged or false; or
- makes a **Claim** under the policy, knowing the **Claim** to be false or fraudulent in any way; or
- makes a **Claim** for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- if **Your Claim** is in any way dishonest or exaggerated, the **Insurer** will not pay any benefit under this policy or return any premium to **You** and the **Insurer** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent **Claim**. The **Insurer** 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 **Broker** 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 the **Insurer** 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 the **Insurer** 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 the **Insurer** may not pay any **Claim** in full.

### Applicable Law

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.



### Generation Information

#### Insurer Information

This policy is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell.

City & Commercial Insurance Company (PCC) Limited is a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692. It was established in 1993 and is authorized to carry out general insurance business. The company's address is 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY11BZ.

#### Broker

This policy is brokered by Hometree Services Limited (FRN 935444) – Company number 09808066, an Appointed Representative of Xact Risk Solutions Limited, Financial Conduct Authority (FCA) Number: 590914. This information can be checked by visiting the FCA's Website or [click here](#).

#### Placing Broker

The policy is placed through City and Commercial Ltd (CRN: 02814889).

Please note that the **Placing Broker** and the **Insurer** share a common ownership.

#### The Financial Services Compensation Scheme (FSCS)

**You** may be entitled to compensation from the scheme in circumstances where Hometree have failed to arrange **Your** policy properly, or at all. Insurance 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](http://www.fscs.org.uk).

It should be noted that City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is not a member of and therefore is not covered by the FSCS.

#### Sanctions

The **insurer** shall not be deemed to provide **Cover** and shall not be liable to pay any **Claim** or provide any benefit here under to the extent that the provision of such **Cover**, payment of such **Claim** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Data Protection Act

The **Broker**, **Placing Broker** and **Insurer** will need to use **Your** personal information to provide **You** the services in this agreement. For more information about how the **Broker** uses **Your** personal information please see their privacy policy <https://hometree.co.uk/privacy-policy.html>



### Fair Processing Notice (FPN)

#### Use of Personal Information

To provide this agreement, the **Broker**, **Placing Broker** and **Insurer** 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; **Claims**; sanctions checking; and crime prevention and debt recovery. More information about the use of personal data is set out in both the **Broker's** and **Insurer's** privacy notices, found on their respective websites. The **Insurer** recommends that **You** review this notice.

Personal data may be passed, including **Claims** information, to third parties such as intermediaries, other **Insurers**, reinsurers, loss adjusters, administration service providers, brokers, 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 **Broker's** and **Insurer's** Data Protection Officer.

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

#### Use of Personal Data For Which Consent Is Required

In some circumstances, the **Insurer** (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 the **Insurer** is 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

The **Insurer** takes privacy seriously and have systems in place to ensure the security and accuracy of any personal information the **Insurer** collects. All information **You** provide to the **Insurer** is stored on their secure servers. The **Insurer** restricts 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.