



## Policy Booklet

- Landlords Buildings & Contents
- Legal & Professional Fees
- Home Emergency Cover

### Useful Contact Numbers:

**Buildings & Contents claims: 0844 412 4258**

**Legal Helpline: 0870 900 2168 (24 hours a day)**

**Tax Helpline: 01455 852 034 (9-5 Mon-Fri)**

**Home Emergency: 01977 781 846 (24 hours a day)**

Landlords insurance made **simple**



## Welcome to Your Simple Landlords Insurance Policy

Introduction / Contract of Insurance / Cancellation & Governing Law . . . . .	Page 1
General Definitions . . . . .	Page 2
Definitions applicable to Legal & Professional Fees . . . . .	Page 3
Definitions applicable to Home Emergency Cover . . . . .	Page 3
Section 1 – Buildings Cover . . . . .	Pages 4-5
Section 2 – Landlords Contents . . . . .	Pages 5-6
Section 3 – Landlords Legal Liability . . . . .	Pages 6-7
Section 4 – Legal & Professional Fees . . . . .	Pages 7-8
Section 5 – Home Emergency Cover . . . . .	Pages 8-9
General Conditions Applicable to all Sections of this Policy . . . . .	Page 9
General Exclusions Applicable to all Sections of this Policy . . . . .	Pages 10
Claims Procedure & Conditions . . . . .	Pages 10-11
Complaints Procedure . . . . .	Pages 11-12
Regulatory Information . . . . .	Page 12

# Welcome to Your Simple Landlords Insurance Policy

A warm welcome and thank **You** for choosing Simple to protect **You** and **Your Property** and/or its **Landlords**

**Contents.** This **Policy** booklet includes all **You** need to know about Simple Landlords Insurance, Simple Landlords Legal & Professional Fees and Simple Landlords Home Emergency Cover. **We** hope **You** will be happy with the peace of mind and protection that **Our** service provides.

## Contract of Insurance

Simple Landlords Insurance, Simple Landlords Legal & Professional Fees and Simple Landlords Home Emergency Cover are all arranged by TPS (Insurance Admin Services) Limited with UK Underwriting Limited on behalf of Fortis Insurance Limited, Registered in England No 354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

TPS (Insurance Admin Services) Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0300 500 5000.

If **You** have paid the **Premium** as shown in the **Schedule**, **We** will agree to insure **You**, subject to the terms, conditions and any **Endorsements** attaching to this **Policy**, against loss or damage or legal liability **You** may incur for accidents or losses occurring during the **Period of Insurance** as shown in the **Schedule**.

Please take time to read the contents of this **Policy** including how to make a claim.

This **Policy** and its **Schedule** are important documents. Please keep them in a safe place in case **You** need to refer to them for any reason. If **You** do need to discuss any aspect of this **Policy** then please email **Us** on [admin@simplelandlordsinsurance.com](mailto:admin@simplelandlordsinsurance.com)

## Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please cancel **Your Policy** online at [www.simplelandlordsinsurance.com](http://www.simplelandlordsinsurance.com) within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your Premium** in full. If **You** wish to cancel **Your Policy** after 14 days **You** will be entitled to a pro-rata return of **Premium** for Landlords **Buildings** & Contents insurance. However, for Legal & Professional Fees & Home Emergency Cover there will be no refund of **Premium** after the 14 day cooling off period.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **Insured** at their last known address. Provided the **Premium** has been paid in full the **Insured** shall be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on the insurance. If **You** pay **Your Premium** by monthly instalments, **You** must continue to pay the instalments until the end of the insurance period or **Your** cover will automatically be cancelled.

## Governing Law

The law which applies to this contract is English Law unless **You** live in Scotland where Scottish law applies.

For and on behalf of UK Underwriting Limited



Karen Smith  
Technical Director

## GENERAL DEFINITIONS

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule**, and will appear in bold print and with a capital letter.

### Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

### Building(s)

Used wholly or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You** or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

### Consequential Loss

Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**.

### Endorsement

A specific term, condition or variation to the **Policy**.

### Excess

The first amount of any claim for which **You** are responsible and will be stated on the **Schedule**.

### Landlords Contents

Household goods and furnishings, appliances and aerials for which **You** are responsible and contained within the **Buildings** but excluding **Valuables**, wearing apparel and pedal cycles.

### Limit of Indemnity

The amount **We** will pay in respect of any one claim and during any one **Period of Insurance** as detailed in the **Schedule**.

### Period of Insurance

The **Policy** commences from the date shown on **Your Schedule** (the date **Your** application is accepted by **Us**) for the period for which the **Premium** has been paid.

### Policy

Incorporates the **Policy** booklet, covers, terms, conditions and **Endorsements** of **Your** insurance contract with **Us**.

### Premium

The amount payable either as a monthly or as a single payment that **You** have agreed to pay **Us** in respect of insurance cover under this **Policy**.

### Property

The **Buildings** at the address stipulated in **Your Schedule**.

### Schedule

The document which provides specific details of the insurance cover in force.

### Sum Insured

The amount as shown in **Your Schedule** and being the most **We** will pay in the event of any claim on this **Policy**.

### Tenancy Agreement

1. A **Tenancy Agreement** in writing made between **You** and the **Tenant** which is an assured shorthold **Tenancy Agreement** within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a **Tenancy Agreement** in which the **Tenant** is a limited company. In Northern Ireland the Agreement between **You** and the **Tenant** to let the **Property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a **Tenancy Agreement** in which the **Tenant** is a limited company or a **Tenancy Agreement** or lease of a commercial premises or
2. Any other residential tenancy.

### Tenant

A person occupying **Your Property** by virtue of a **Tenancy Agreement**.

### Uninsurable Risks

Wear and tear; depreciation; fungus; rot; **Vermin** damage; mechanical or electrical fault; process of cleaning; repairing; restoration; any gradually operating cause or process.

### United Kingdom (UK)

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

### Unoccupied

The **Property** is deemed as **Unoccupied** when it is not lived in by a **Tenant**.

### Valuables

Articles of precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

### Vermin

Various small animals or insects, such as brown or black rats, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

### We / Us / Our / Insurer

UK Underwriting Limited on behalf of Fortis Insurance Limited.

### You / Your / Insured

The person(s) as specified in the **Schedule** or in the event of their death, their legally appointed representative.

## DEFINITIONS APPLICABLE TO LEGAL & PROFESSIONAL FEES

---

### Administrator

Legal Insurance Management Ltd provides the services and benefits described in this **Policy** during the **Period of Insurance** for which **You** have paid the **Premium**.

### Aspect Enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

### Authorised Professional

A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this **Policy** to represent **Your** interests.

### Comprehensive Enquiry

An extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.

### Deposit

The sum paid by the **Tenant** to **You** or the managing agent under the terms of the **Tenancy Agreement** for the purpose of providing **You** with an indemnity or partial indemnity against losses arising from the **Tenant's** breach of any of the terms of the **Tenancy Agreement**.

### Event

The initial act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **Us**.

### In-Depth Investigations

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

### Legal Proceedings

When formal proceedings are issued against an opponent in a Court of Law.

### National Insurance Contribution (NIC) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

### Pay As You Earn (PAYE) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

### Rent Arrears

Money owed to **You** by an accepted **Tenant** under a **Tenancy Agreement** (less the **Deposit** or the balance of the **Deposit** following sight of accounted receipts relating to dilapidations caused to the **Property** by the **Tenant(s)**).

### Value Added Tax (VAT) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

## DEFINITIONS APPLICABLE TO HOME EMERGENCY COVER

---

### Approved Contractor

A tradesperson authorised in advance by the **Helpline** to carry out **Emergency Repairs**.

### Central Heating System

The principal primary heating system and hot water systems including but not limited to a boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding any form of solar heating system and non-domestic central heating source.

### Emergency

The result of a sudden and unforeseen incident at the **Property** which immediately:

1. Exposes the **Insured** or their **Tenant** to a risk to their health or;
2. Creates a risk of loss of or damage to the **Property** and/or any of **Your** belongings or;
3. Renders the **Property** uninhabitable.

This definition shall include damage to or breakdown of the **Essential Services** to the **Property**, excluding outbuildings.

### Emergency Repairs

Work undertaken by an **Approved Contractor** to resolve the **Emergency** by completing a **Temporary Repair**.

### Essential Services

Mains drainage to the boundary of the **Property**, water, electricity and gas within the **Property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **Emergency**.

### Helpline

The 24 hour **Helpline** operated by UK Assistance 247 Ltd.

### Permanent Repair

Repairs and/or work required to put right the damage caused to the **Property** by the **Emergency**.

### Temporary Repair

The repair that will resolve the **Emergency** but may need to be replaced by a **Permanent Repair**.

## ■ SECTION 1 – BUILDINGS COVER

We cover Your Buildings against loss or damage caused by the following insured perils:

### 1. Fire, smoke, explosion, lightning, or earthquake.

#### Excluding

- a) loss or damage caused by smog, industrial or agricultural output.

### 2. Storm or flood.

#### Excluding

- a) loss of damage caused by frost.
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts.
- c) loss or damage caused by rising water table levels.

### 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

#### Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) loss or damage to the apparatus and/or pipes from which water or oil has escaped.
- c) loss or damage caused by gradual emission.
- d) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.

### 4. Theft or attempted theft caused by violent and forcible entry or exit.

#### Excluding

- a) loss or damage by any **Tenant** or person lawfully on the **Property**.
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- c) loss or damage caused by deception unless deception is used solely to gain entry to **Your Property**.

### 5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

### 6. Riot, civil commotion, labour and political disturbances.

### 7. Malicious damage or vandalism.

#### Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) loss or damage by any **Tenant** or person lawfully on the **Property**.

### 8. Subsidence, landslip or heave of the site upon which the Buildings stand.

#### Excluding

- a) loss or damage caused by erosion of the coast or riverbank.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.

- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Buildings** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

### 9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

#### Excluding

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to gates and fences.
- c) loss or damage to aerials, dishes and masts.

### 10. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the Property.

#### Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied**, for 30 days or more.
- b) loss or damage caused by chipping, denting or scratching.
- c) loss or damage to ceramic hobs in free-standing cookers.

### 11. Accidental Damage to underground pipes, cables and services for which You are responsible.

#### Excluding

- a) loss or damage due to wear and tear or gradual deterioration.
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

### 12. Loss of rent and/or cost of alternative accommodation incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this Policy.

#### Excluding

- a) any amount exceeding 20% of the **Sum Insured** on the **Buildings** damaged and for losses incurred in a period exceeding 12 months from the date the **Property** became uninhabitable, unless stated otherwise in the **Schedule**.

### 13. Increased metered water charges incurred by You resulting from escape of water and a subsequent claim under Peril 3, Section 1 of this Policy.

#### Excluding

- a) any amount exceeding £750 in any **Period of Insurance**.

### 14. Expenses incurred by You as a result of removal of debris; compliance with Government or Local Authority requirements; architects' and surveyors' fees incurred in the reinstatement of the Building following loss or damage caused by any of the perils listed in Section 1 of Your Policy.

#### Excluding

- a) any fees charged in the preparation of a claim.

**ADDITIONAL COVER** – (only applicable if shown as being included on the **Schedule** and **You** have paid the **Premium**).

### 15. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section.

### Excluding

- a) loss or damage caused by **Uninsurable Risks**.
- b) loss or damage caused by **Vermin**; fungus; or domestic pets.
- c) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) cost of normal maintenance.
- e) loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) loss or damage as a result of any **Building** alterations, renovations or repairs.
- g) loss or damage if previously specifically excluded from cover.

**Important Note:** Any successful claim for **Buildings** will be liable to the **Excess** as stated on the **Schedule**.

### ■ Conditions that apply to Section 1 – Buildings Cover

#### Index-linking Clause

The **Sum Insured** in Section 1 may be adjusted each month in accordance with the following indices:

The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors.

No additional **Premium** will be charged for each monthly increase but at each renewal the **Premium** will be calculated on the revised **Sum Insured** and will be shown on **Your** renewal **Schedule**.

#### Basis of Claims Settlement

In the event of loss or damage to the **Buildings**, **We** will pay the full cost of reinstatement as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement.

If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **Policy**, **Our** liability will:

- 1) not exceed the proportion that the **Sum Insured** bears to the full cost of reconstruction of **Your Property** as stated in the **Schedule**.
- 2) not exceed the **Sum Insured** for the **Property** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Buildings** **Sum Insured** reflects the total cost of reinstatement and associated fees.

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

### ■ SECTION 2 – LANDLORDS CONTENTS *(only applicable if shown as being included on the Schedule and You have paid the Premium).*

#### **We cover Your Landlords Contents against loss or damage caused by the following insured perils:**

##### **1. Fire, smoke, explosion, lightning, or earthquake**

###### **Excluding**

- a) loss or damage caused by smog, industrial or agricultural output.

##### **2. Storm or flood**

###### **Excluding**

- a) **Landlords Contents** in the open.
- b) loss of damage caused by frost.
- c) loss or damage to domestic fixed fuel-oil tanks in the open,

drives, patios and terraces, gates and fences, swimming pools, tennis courts.

- d) loss or damage caused by rising water table levels.

##### **3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.**

###### **Excluding**

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) loss or damage to the apparatus and/or pipes from which water or oil has escaped.
- c) loss or damage caused by gradual emission.
- d) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.

##### **4. Theft or attempted theft caused by violent and forcible entry or exit.**

###### **Excluding**

- a) loss or damage by any **Tenant** or person lawfully on the **Property**.
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- c) any amount exceeding £500 in respect of **Landlords Contents** contained within detached domestic outbuildings and garages.
- d) loss of any item whilst in the open.

##### **5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.**

##### **6. Riot, civil commotion, labour and political disturbances.**

##### **7. Malicious damage or vandalism.**

###### **Excluding**

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) loss or damage by any **Tenant** or person lawfully on the **Property**.

##### **8. Subsidence, landslip or heave of the site upon which the Buildings stand.**

###### **Excluding**

- a) loss or damage caused by erosion of the coast or riverbank.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.
- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Landlords Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

##### **9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.**

###### **Excluding**

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to aerials, dishes and masts.

**10. Costs of alternative accommodation incurred by You, as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.**

**Excluding**

- a) any amount exceeding 20% of the **Sum Insured** on the **Landlords Contents** of the **Buildings** damaged or destroyed.

**11. Legal Liability to the public**

**Limit of Indemnity - £2,000,000.**

**All sums for which You are legally liable as the owner of the contents to pay as compensation for accidental death or injury to any person, or loss or damage to third party property including defence costs and expenses incurred with Our prior consent.**

**Excluding**

- a) bodily injury or death to any person who is engaged in **Your** service, or is a member of **Your** family or household.
- b) arising directly or indirectly out of the transmission of any communicable disease.
- c) damage to property under **Your** custody or control.
- d) arising out of any profession, occupation or business other than through private letting of the **Property**.
- e) arising out of the ownership, possession or operation of:
- 1) any mechanically propelled vehicle other than a private garden vehicle operated within **Your Property**.
  - 2) any power operated lift.
  - 3) any aircraft or watercraft.
  - 4) a caravan whilst being towed.
  - 5) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) arising out of pollution or contamination.
- g) if **You** are entitled to indemnity under any other insurance.
- h) any cost or expense not agreed by **Us** in writing.

**ADDITIONAL COVER** – (only applicable if shown as being included on the **Schedule** and **You** have paid the **Premium**).

**12. Accidental Damage cover to the Landlords Contents contained within the Property in addition to those perils as listed in paragraphs 1 to 9 of this Section.**

**Excluding**

- a) loss or damage if previously specifically excluded from cover.
- b) loss or damage caused by normal wear and tear.
- c) loss or damage caused by **Vermin**, fungus or atmospheric or climatic conditions.
- d) loss or damage caused by cleaning or making repairs; or alterations.
- e) loss or damage caused by pets.
- f) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- g) loss or damage as a result of mechanical or electrical breakdown.

**Important Note:** Any successful claim for **Landlords Contents** will be liable to the **Excess** as stated on the **Schedule**.

**■ CONDITIONS THAT APPLY TO SECTION 2 – LANDLORDS CONTENTS**

**Index-linking Clause**

The **Sum Insured** in Section 2 may be adjusted each month in accordance with the following indices:

The Consumer Durable section of the General Index of Retail Prices or its equivalent.

No additional **Premium** will be charged for each monthly increase but at each renewal the **Premium** will be calculated on the revised **Sum Insured** which will be shown on **Your** renewal **Schedule**.

**Basis of Claims Settlement**

In the event of loss or damage to **Your Landlords Contents**, **We** will replace the damaged **Landlords Contents** as new provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlords Contents**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

In respect of any claim made under this **Policy**, **Our** liability will not:

- 1) exceed the proportion that the **Sum Insured** bears to the full cost of replacement of **Your Landlords Contents** as stated in the **Schedule**.
- 2) exceed the **Sum Insured** for **Your Landlords Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Content's Sum Insured** reflects the total cost of replacement as new.

**We** will not pay for the cost of replacing or repairing any undamaged item(s) of the **Landlords Contents** of **Your Property** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out the **Insurers'** recommendations to prevent further loss or damage.

**■ SECTION 3 – LANDLORDS LEGAL LIABILITY**

**Limit of Indemnity – £2,000,000 unless stated otherwise on the Schedule.**

**All sums for which You are legally liable to pay as compensation for accidental death or injury to any person or loss or damage to third party property arising directly as a consequence of Your ownership of the Property, including defence costs and expenses incurred with Our prior consent.**

**Excluding**

- a) bodily injury or death to any person who is engaged in **Your** service, or is a member of **Your** family or household.
- b) arising directly or indirectly out of the transmission of any communicable disease.
- c) damage to **Property** under **Your** custody or control.
- d) arising out of any profession, occupation or business other than through private letting of the **Property**.
- e) arising out of the ownership, possession or operation of:
- 1) any mechanically propelled vehicle other than a private garden vehicle operated within **Your Property**.
  - 2) any power-operated lift.
  - 3) any aircraft or watercraft.

- 4) a caravan whilst being towed.
- 5) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) arising out of ownership or use of any land or building not situated within the **Buildings** as specified in the **Schedule**.
- g) arising out of pollution or contamination.
- h) if **You** are entitled to indemnity under any other insurance.

This **Policy** includes **Your** landlords legal liability under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for injury to a third party or loss or damage to third party property arising from a defect in **Your Property** including defence costs that **We** have agreed in writing to pay.

## ■ SECTION 4 – LEGAL & PROFESSIONAL FEES

*(only applicable if shown as being included on the Schedule and You have paid the Premium).*

### What are Legal & Professional Fees?

In the event of a valid claim under this insurance, the **Administrator** will appoint one of their panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal adviser's fees unless court proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, **You** elect to use an adviser of **Your** own choice **You** will be responsible for any **Professional Fees** in excess of the **Administrators' Standard Professional Fees**.

Potential of up to £25,000 for the following:

1. **Breach of Tenancy Agreement**  
A breach by the Tenant of any of their obligations under the Tenancy Agreement.
2. **Pursuit of Rent Arrears**  
The pursuit of Rent Arrears which commenced during the Period of Insurance.

### Excluding

**Professional Fees** incurred in connection with:-

1. interest on rent or service charges payable by the **Tenant**.
2. any rent payable after **You** have recovered full and vacant possession.
3. **Eviction**  
The eviction of anyone in the Property without **Your** permission.
4. **Legal Defence**  
The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by **You** arising out of **Your** ownership or management of the Property.
5. **Tax, VAT, PAYE and NIC Investigations**  
The cover is limited to Professional Fees incurred by **You** in respect of a:-
  1. **Comprehensive Enquiry.**
  2. **In-Depth Investigation arising out of Your tax affairs.**
  3. **VAT Dispute.**
  4. **PAYE Dispute.**
  5. **NIC Dispute.**

As a result of an enquiry from HM Revenue & Customs following the issue of a notice under

## Section 9A or Section 12C of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998.

### Excluding

any claims for indemnity in respect of or arising out of:-

1. **Aspet Enquiry** less than £100 or exceeding £1000.
2. **Professional Fees** in any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes and any case dealt with by a Special Compliance Office, Boards Investigations Office or any other special office of HM Revenue & Customs.
3. claims which originate from any enquiry, investigation or dispute which existed before the **Period of Insurance** including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query.
4. disputes where sensible prospects of success do not exist.
5. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.
6. costs of appeals which **We** have not approved.
7. any claim which occurs during the first 60 days of the first **Period of Insurance**.
8. fees and Disbursements payable to an Accountant, firm of Accountants or person not approved by **Us**.
9. technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of **Your** affairs.
10. pre notification costs.
11. any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged.
12. normal reconciliation of the annual accounts and VAT returns.
13. any enquiry undertaken under Section 60 or 61 of the VAT Act 1994.

### ■ Exclusions Applicable to Legal & Professional Fees

This insurance does not cover:

1. **Professional Fees** incurred:-
  - a) in respect of any **Event** where the cause of action commenced prior to the commencement of the insurance.
  - b) where the **Insured** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - c) before **Our** written acceptance of a claim.
  - d) before **Our** approval or beyond those for which **We** have given **Our** approval.
  - e) where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**.
  - f) where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case.
  - g) if **You** withdraw instructions from the **Authorised Professional** or withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**.
  - h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility.
  - i) in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice.

2. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or those of the **Authorised Professional**.
3. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least 6 working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have a reasonable chance of success.
4. **Legal Proceedings** outside the **United Kingdom** and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
5. any **Professional Fees** incurred arising out of rent registration or reviews, purchasing the freehold of the **Property**, rent tribunals, land tribunals or rate tribunals unless defending action brought against **You** by the **Tenant**.
6. any **Professional Fees** relating to **Your** alleged dishonesty, criminal act, or violent behaviour.
7. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements.
8. a dispute which relates to any compensation or amount payable under a contract of insurance.
9. an **Event** which **You** notify to **Us** more than 30 days after it occurred or ought to reasonably have come to **Your** knowledge.
10. the defence of dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County Court with respect to **Property** situated in England, Wales or Northern Ireland or in Scotland the small claims procedure in the Sheriff Court.
11. where the amount in dispute is less than £250 including VAT.

#### Important Note - Deposit

**You** will inform **Us** in writing of the allocation of the **Deposit** and no deductions may be made from the **Deposit** without **Our** approval. The balance of the **Deposit** after such approved deductions will be applied to reduce **Rent Arrears** which **You** may be entitled to claim from **Us** under the terms of this **Policy**.

### ■ SECTION 5 – HOME EMERGENCY COVER

*(only applicable if shown as being included on the Schedule and You have paid the Premium).*

#### What is Covered?

**We** will pay up to £500 (inc VAT) per claim or up to £1,000 (inc VAT) per year in aggregate, covering the cost of call out, labour, parts and materials to carry out the **Emergency Repairs** or, if at a similar expense, a **Permanent Repair** to **Your Property**. It also provides an **Emergency Helpline** to advise **You** how to protect **Your Property**.

#### Insured Events

**Emergency** incidents within the **Property** that will be covered by this policy are:-

1. **Central Heating System**  
The Central Heating System has failed or completely broken down, for example hot water failure.
2. **Gas or Electricity**  
Gas or electricity failure within the Property.
3. **Plumbing and Drainage**

The plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage for example leaking pipes, blocked drains, blockages in toilet waste pipes or leaking radiators.

4. **Security**  
Broken or damaged windows or doors presenting a security risk to the Property.
5. **Vermin**  
Vermin inside the Property excluding outbuildings.

#### Important Note - Parts Availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases **We** will not be able to avoid delays in repairs.

There may also be occasions where parts are no longer available. In these situations **We** will ensure **Your Property** is safe and if required, the **Approved Contractor** will provide **You** with a quotation for a suitable repair.

#### ■ Exclusions Applicable to Home Emergency Cover

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

1. claims which are not notified via the **Helpline** before any work is undertaken.
2. circumstances known to **You** prior to the inception date of this **Policy**.
3. any one claim over £500 (inc VAT) or any sequence of claims over the £1,000 (inc VAT) **Limit of Indemnity** during the **Period of Insurance**.
4. any system, equipment including boilers or facility which has not been properly installed, maintained or repaired in the last 12 months or, where longer, in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
5. day to day maintenance at the **Property** or replacement of items which wear out over a period of time.
6. burst or leaking flexible hoses which can be isolated or leaking washing appliances.
7. boilers over 10 years old.
8. replacement or adjustment to any decorative or cosmetic part of any equipment.
9. lighting of boilers or the correct operation or routine adjustment of time or temperature controls.
10. **Central Heating System** claims where a valid and current Gas Safety Certificate is not available for inspection at the **Property** when the **Approved Contractor** arrives.
11. garages, out-buildings, cesspits, septic tanks or fuel tanks.
12. wilful act or omission or lack of maintenance or regular servicing or neglect by **You**.
13. claims arising after the **Property** has been left **Unoccupied** for 30 consecutive days or more.
14. the interruption or disconnection of public services to the **Property** however caused, or the failure, breakdown or interruption of the main electricity or water or gas supply system or gas leaks.
15. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
16. the repair or replacement of water tanks and cylinders, external WCs, central heating radiators, external pipes, taps and overflows not causing internal water damage.

17. any **Consequential Loss** or damage.
18. all public sewers, drains and pipe work which are maintained by local utilities or service undertakings.
19. claims arising within the 14 day cooling off period from the date of inception.
20. internal locks, doors, glass, or the loss of keys to internal doors, external garages or outbuildings.
21. the repair of domestic appliances that are leaking water, other than from external fixed pipe work.
22. descaling and any work arising from hard water scale deposits.
23. locks, doors and windows to detached garages and outbuildings.
24. any damage caused by the **Approved Contractor** in gaining access to the **Property** due to the failure of the locks or lost keys.
25. external lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
26. electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools.
27. dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.
28. external overflows or drains not causing internal water damage or the leakage of water from swimming pools.
29. any form of solar heating systems.
30. claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.

■ **GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY**

**Duty of Care**

**You** must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** is maintained in a good state of repair. All protections installed for the protection of the **Building** must be regularly maintained and be in use when the **Building** is left unattended or when any **Tenant** has retired for the night. **You** must not breach any of the conditions of the **Tenancy Agreement(s)** or Legal Charge affecting this **Policy**. **You** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**. **You** must act promptly to gain vacant possession of the **Property** and recover any **Rent Arrears**.

**Disclosure of Material Facts**

This insurance shall be deemed as voidable in the event of any non-disclosure, misrepresentation or misdescription of any material fact which would have influenced **Our** decision in accepting the **Policy**.

**Fraudulent / False Claims**

If **You** make any claim knowing the claim to be false or fraudulent this insurance shall become void and all claims shall be forfeited. **We** have the right to notify the Police of any such instances or circumstances.

**Unoccupancy**

1. If the **Buildings** as specified in the **Schedule** will be left unattended for 14 days or more **You** must immediately ensure that the gas and water system must be turned off and drained at the mains or any heating system in place must be set at a continuous minimum temperature of 14 degrees celsius.

**Failure to comply will result in any claims under peril 3 of sections 1 & 2 being declined.**

2. **You** must notify **Us** if the **Buildings** as specified in the **Schedule** are to be become regularly unattended for more than 30 days in any single period.

**Termination**

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

- a) The natural expiry date of the **Policy**.
- b) Any sequence of claims over the **Limit of Indemnity** during the **Period of Insurance** independently on either Landlords Buildings & Contents, Legal & Professional Fees Cover or Home Emergency Cover.
- c) **You** fail to pay **Your Premium**.

**Arbitration**

If there is a dispute between **You** and **Us**, which is not solved by the **Policy**, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

**Acts of Parliament**

Any reference to Act of Parliament within this **Policy** shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the **United Kingdom**.

**Changes in Circumstances**

**You** must notify **Us** of any change in **Your** circumstances and in particular the use of **Your Property**; the type of **Tenant** occupying the **Building**; the cost of rebuilding **Your Property** or replacing **Your Landlords Contents**.

**Multi-Property Policy**

It is understood and agreed that each **Property**, as listed in **Your Schedule**, is deemed to be covered as though separately insured.

**Notice of Building Works**

**You** must notify **Us** prior to the start of any conversions and extensions to any **Buildings** specified in the **Schedule**.

**Contracts (Rights of Third Parties) Act 1999**

No person or company who is not party to this **Policy** shall have any rights to enforce any terms or conditions of this **Policy**. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

**Other Insurance**

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** share of any claim.

**Observance**

**Our** liability to make any payment under this **Policy** will be conditional on **You** complying with the terms and conditions of this insurance.

**Alteration of Risk**

**You** shall notify **Us** immediately of any alteration in risk which materially affects this insurance.

**Recovery of Costs**

**We** may take proceedings at **Our** own expense in **Your** name to recover any sums paid under this **Policy**.

**Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

## ■ GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY

This **Policy** does not cover the following:

- a) **Radioactive Contamination**  
loss or damage to any **Property** resulting or arising from any **Consequential Loss**; any legal liability, directly or indirectly caused by or contributed to by or arising from:
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components.
- b) **War**  
loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure to **Property** under the order of any government or public or local authority.
- c) **Terrorism**  
loss or damage directly or indirectly caused by or in connection with any act of terrorism regardless of any other cause or event.  
An act of terrorism means an act including but not limited to the use of force and violence and/or threat of any person(s) or group(s) acting alone or on behalf of any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government and to put the public or any section of the public, in fear.  
This exclusion also extends to include loss or damage directly or indirectly caused by action to control, prevent, suppress any act of terrorism.
- d) **Deliberate Act**  
loss or damage caused intentionally by **You** or anyone working on **Your** behalf.
- e) **Existing Damage**  
loss or damage occurring prior to the commencement of **Your** insurance cover.
- f) **Sonic Pressure**  
loss or damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.
- g) **Consequential Loss**  
**Consequential Loss** as a result of any claim under this **Policy**.
- h) **Wear and tear**  
loss or damage as a result of wear and tear, rusting or corrosion; wet or dry rot or fungus or any gradually operating cause.
- i) **Computer Date Recognition and Viruses**  
loss or damage to computer equipment caused by computer date changes and or computer viruses. Viruses include any programs or software which affects computer programs and/or functionality.
- j) **Motor Vehicles**  
loss or damage caused to any motor vehicles (other than domestic garden implements), caravans, trailers or watercraft and accessories.

- k) **Domestic Pets**  
loss or damage caused by domestic pets or **Vermin**.

## ■ CLAIMS PROCEDURE & CONDITIONS

### FOR LANDLORDS BUILDINGS & CONTENTS CLAIMS

If **You** wish to make a claim please contact:

Direct Group Property Services (Nexus)

- Tel: 0844 412 4258
- Fax: 0844 412 4293
- Email: [propertynexus@directgroup.co.uk](mailto:propertynexus@directgroup.co.uk)

### Important Note

If **You** do need to make a claim under this **Policy**, **You** must do the following:

- a) Provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain a Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- e) Do not under any circumstances effect full repairs without **Our** prior consent.
- f) Under no circumstances admit, negotiate or settle any claim without **Our** permission in writing.

On receipt of a notification of a claim, **We** may do the following:

- a) Enter any **Building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **You**.
- c) Prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **Our** behalf.
- e) Arrange to repair the damage to the **Building** and handle any salvage appropriately.

### FOR LEGAL & PROFESSIONAL FEES CLAIMS

#### LEGAL ISSUES

All potential claims must initially be reported to the Legal Helpline, which operates 24 hours a day, 365 days a year on: **0870 900 2168**.

Please note this Helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

#### TAX ISSUES

All potential claims must initially be reported to the Tax Helpline between the hours of 09.00 – 17.30 Monday to Friday excluding Bank Holidays on: **01455 852034**

Please note this Helpline service is only in respect of taxation issues and cannot assist with any other insurance matter.

This is a 'Claims Made' policy. It only covers claims notified to **Us** during the **Period of Insurance** and within 30 days of any circumstance which may give rise to any claim.

If **Legal Proceedings** have been agreed by **Us**, **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own solicitor **We** must agree this in advance and **You** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (details are available upon request).

If rent is overdue **You** must contact the **Tenant** within 7 days to establish the reason for the default. If the rent is not paid within a further 7 days the **Tenant** must be contacted again. If the **Tenant** cannot be contacted, and it is lawful to do so **You** must serve notice of a requirement to undertake an inspection and visit the **Property** in accordance with **Your** obligations within the **Tenancy Agreement**.

**We** will give such consent if **You** can satisfy **Us** that there are sufficient prospects of success in pursuing or defending **Your** claim and that it is reasonable for **Professional Fees** to be paid.

**We** may require **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or **Legal Proceedings**. If **We** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:

1. **Your** prospects of success are insufficient;
2. it would be better for **You** to take a different course of action;
3. **We** cannot agree to the claim;

**We** will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further **Professional Fees** for this claim.

**We** may limit any **Professional Fees** that **We** will pay under the **Policy** in the pursuit, continued pursuit or defence of any claim:

1. if **We** consider it is unlikely a reasonable settlement will be obtained or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this **Policy**.

In the event that **You** make a claim under this **Policy** which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the **Insurer**.

#### Important Note

Please note that if **You** engage the services of anyone prior to making contact with the Helpline's and incur any costs without **Our** prior written approval these costs will not be covered by this insurance.

#### FOR HOME EMERGENCY CLAIMS

1. Before requesting assistance and making a claim check that the circumstances are covered by this **Policy**.
2. Telephone the **Emergency Helpline** on **01977 781846**. Please state that the **Policy** is arranged via Simple Landlords and provide details of the problem. Please note assistance will only be provided where the landlord telephones the **Helpline**.
3. To ensure an accurate record **Your** telephone conversation may be recorded.
4. All requests for assistance must be made to the **Emergency Helpline** and not to a contractor direct otherwise the work will not be covered.
5. The **Emergency Helpline** will obtain an **Approved Contractor** provided that the **Emergency** work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public

transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **Property** or otherwise making the provision of the **Emergency** work impossible.

6. The **Emergency Helpline** and the **Approved Contractor** will have reasonable discretion as to when and how the **Emergency** work is undertaken.
7. The **Approved Contractor** will charge the cost of all **Emergency** work covered by the **Policy** directly to **Us**.
8. **You** will be asked to pay the cost of:-
  - a) call-out charges if there is no one at the **Property** when the **Approved Contractor** arrives.
  - b) all charges in excess of the **Limit of Indemnity**.
  - c) any additional costs incurred at **Your** request in fitting replacement parts or components of a superior specification to the original.

UK Underwriting Limited are an agent of Fortis Insurance Limited and in the matters of a claim act on their behalf.

#### ■ COMPLAINTS PROCEDURE

**We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this occurs **We** want to hear about it so **We** can try to put things right.

If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

#### Step One - Initiating Your complaint:

If **Your** complaint is about **Your Policy** please email: [admin@simplelandlordsinsurance.com](mailto:admin@simplelandlordsinsurance.com)

If **Your** complaint is about the handling of **Your** claim please contact:

#### For Landlords Buildings & Contents

Property Manager,  
Direct Group Nexus Claims,  
PO Box 800,  
Halifax,  
HX1 9ET.  
Tel: **0844 412 4258**

#### For Landlords Legal & Professional Fees & Home Emergency Cover

The Managing Director,  
Legal Insurance Management Ltd,  
18 Hagley Road,  
Stourbridge,  
West Midlands,  
DY8 1PS,  
Tel: **01384 377 000**

#### Step Two - If You are still unhappy

In the event that **You** remain dissatisfied and wish to escalate **Your** complaint, then please contact:

The Customer Relations Manager,  
UK General,  
Cast House,  
Old Mill Business Park,  
Gibraltar Island Road,  
Leeds,  
LS10 1RJ.  
Tel: **0845 218 2685**  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

### Step Three – The Financial Ombudsman

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 €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London, E14 9SR,  
Tel: **0845 080 1800**

Please note **You** have 6 months from the date of **Our** final response in which to refer to **Your** complaint to the FOS.

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

**Important Note:** the FOS can only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

#### ■ REGULATORY INFORMATION

##### COMPENSATION SCHEME

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

##### DATA PROTECTION ACT 1998

When **You** apply for insurance and/or make a claim, **You** will be required to disclose relevant personal data about **Yourself** to **Us** or **Our** agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **You** make a claim. Please note that any information that **You** provide to **Us** may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by **You** will be used by **Us**, **Our** agents and associated companies, other insurers, regulators, industry and public bodies (including the Police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud. This may involve the transfer of such information to other countries (including those which have limited or no data protection laws). **We** will take steps to ensure that **Your** information is held securely.



**simple**  
landlords insurance

Simple Landlords Insurance is a trading name of TPS (Insurance Admin Services) Limited. TPS (Insurance Admin Services) Limited is authorised and regulated by the Financial Services Authority (Firm Reference No. 311788)  
Registered Office: Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ  
Registered in England. Reg. No. 02587396.