

simple | landlords

Policy Booklet

Excess Protection Cover

www.simplelandlordsinsurance.com



Useful contacts

General enquiries

If you have any questions about our insurance which are not answered in this booklet or would like to amend any of your policy details or cancel your policy please contact Simple Landlords Insurance on:

0808 172 5600 from a landline

0330 100 7200 from a mobile

Lines are open Monday to Friday 9am to 8pm, Saturdays 9am to 5pm, excluding bank holidays.

Alternatively you can access your account by logging on to your online account at:

www.simplelandlordsinsurance.com

Claims lines

	Telephone	Opening Hours
Excess protection claims	0808 172 5570	9:00am - 5:00pm Monday to Friday excluding bank holidays

Call recording

Please note for training, compliance, claims and counter fraud purposes all calls may be recorded.

Welcome to your Simple Landlords Insurance - excess protection policy

A warm welcome and thank you for choosing Simple Landlords Insurance.

This policy booklet includes all you need to know about your Excess Protection policy. We hope you will be happy with the peace of mind and protection that our service provides and to that your insurance clear and easy to understand.

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, if any details are incorrect on any the documentation you have received, or you wish to make a change to your policy then please call Simple Landlords customer services on **0808 172 5600** or alternatively email admin@simplelandlordsinsurance.com.

Yours Sincerely

Richard Truman

Richard Truman
Simple Landlords Insurance
(Head of Operations)

If you would like a copy of these terms and conditions in another format such as in large print, Braille or audio file please contact us on 0808 172 5600.

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Welcome to your Simple Landlords Insurance excess protection policy

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Your Simple Landlords Insurance excess protection policy

Who is Your insurer?

This insurance has been arranged by Simple Landlords Insurance with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Certification of cover

This policy document, combined with **Your Policy Schedule**, certifies that this insurance has been effected between **You** and **Us**. In return for payment of the premium, **We** agree to insure **You** in accordance with the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy document, together with **Your Policy Schedule**, in a safe place so **You** can read it again if **You** need to. **You** can only take out this insurance if **You** have bought a Simple Landlords Insurance policy. If **Your** Simple Landlords policy is cancelled for any reason, this policy will also be cancelled.

Who administers Your policy

We have appointed Direct Group Limited to administer **Your** policy and handle claims. Direct Group Limited is authorised and regulated by the Financial Conduct Authority, number 307332.

Language

You will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'Definitions' section of this document.

Please check that the information contained in this policy meets **Your** requirements. If it does not, please contact Simple Landlords Insurance who arranged this insurance for **You**.

Definitions

Certain words throughout this document are defined words and are shown in bold. These are listed and defined below.

Administrator

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

Claim limit

The maximum amount payable by **Us** for any one claim and in total during any **Period of Insurance** as detailed on **Your Policy Schedule**.

Computer Virus

Means a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic Data

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.

Excess

The amount which **You** are required to pay under the terms and conditions **Your Landlord's Insurance Policy** following a claim on that policy.

Landlord's insurance policy

The Simple Landlords Insurance Policy issued to **You**.

Insured Residence

The **UK** address as detailed in **Your Policy Schedule**.

Period of insurance

The duration of this policy as indicated on **Your Policy Schedule** for a period not exceeding twelve months.

Policy schedule

The document which forms part of the **Landlord's Insurance Policy** alongside which **You** have bought this policy. It contains **Your** name and the address of the **Insured Residence**.

Territorial limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

United Kingdom/UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You/Your

The person whose name is shown on the **Policy Schedule** as the insured person and who is the main policy holder on the **Landlord's Insurance Policy** covered on this insurance.

Policy cover

✓ What is covered

During the **Period of Insurance** and within the **Territorial Limits**, this policy will cover **You** in the event of a settled claim on **Your Landlord's Insurance Policy** where **You** are unable to recover **Your Excess** from a third party.

This policy will only provide cover when the amount claimed on the **Landlord's Insurance Policy** exceeds the **Excess** amount.

In the event of a valid claim, this policy will pay the lesser of:

- **Your Excess**; or
- The **Claim Limit**; or
- The difference between the total of any previous claims on this policy during the **Period of Insurance**, and the **Claim Limit**.

The maximum payable under this policy during the **Period of Insurance** is the **Claim Limit**.

✗ What is not covered

The policy will not pay out for the following:

- Claims when the amount claimed on the **Landlord's Insurance Policy** does not exceed the **Excess** amount;
- More than one claim for escape of water, subsidence, heave or landslip **Excess** in any one **Period of Insurance**;
- Any claim where the **Excess** has been waived or where a third party has reimbursed **You** or made good any loss or damage in respect of which **You** have or would otherwise have claimed against **Your Landlord's Insurance Policy**;
- Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- Any claim under the landlord's insurance policy which occurred prior to the **Period of Insurance** or where **You** were aware that a claim was pending;
- Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Conditions and limitations

The following conditions apply to **Your** policy:

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when **You** purchased the policy and to make sure that all information supplied to **Us** is true and correct.

Conditions and limitations (cont)

This also applies if **You** wish to make any changes to **Your** policy during the **Period of Insurance** or if **You** make a claim under this policy. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

If **You** do not answer questions truthfully and accurately, this may affect **Your** cover. In the event that **You** have supplied **Us** with information which is incorrect or false, **We** reserve the right to declare **Your** policy invalid and cancel **Your** cover, with no refund of premium. In the event that **You** have made a claim, **We** may refuse to pay all or part of that claim.

Transferring Your interest in the policy

You cannot transfer **Your** interest in the policy to anyone else.

How to make a claim

If **You** want to make a claim on the policy, please read this policy document to check that the cause of the claims is covered and then follow the instructions below:

Online

Visit **Our** website at www.directgroup.co.uk/excess and download a claim form which will provide details of the information required.

By telephone

Contact the **Administrator** on 0808 172 5570. They will provide **You** with a claim form which will include a list of the documents or evidence that is required e.g. proof of **Excess** paid.

Please send all completed claims forms and documentation to Specialist Claims, PO BOX 1192, Doncaster, DN1 9PU.

Claims conditions

Please note that the following conditions apply to **Your** claim and **We** may cancel the policy, refuse to deal with **Your** claim or reduce the amount of the claims payment if **You** ignore them:

Process

In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this policy, and **You** must give the **Administrator**, at **Your** own expense, all the information **We** or they ask for about the claim e.g. proof of **Excess** paid.

We have the right, at **Our** expense and in **Your** name, to:

- Take over the defence or settlement of any claim;
 - Start legal action to get compensation from anyone else; and/or
 - Start legal action to get back from anyone else any payments that have already been made.
-

Cancelling Your policy

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then contact Simple Landlords Insurance on 0808 172 5600 within 14 days from the start date or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter, **You** may cancel this insurance at any time however no refund of premium will be payable.

Cancelling **Your** policy (cont)

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel this insurance 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:

- Non-payment of premium;
- Fraud;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

No refund of premium will be made.

This policy runs concurrently with **Your Landlord's Insurance Policy**. If **Your Landlord's Insurance Policy** is cancelled for any reason, this policy will also be cancelled.

Customer Service and Complaints

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your** policy was sold to **You**, it should be addressed to Simple Landlords Insurance at **0808 172 5600**.

If **You** have a complaint about the handling of a claim **You** should contact the **Administrators** at:
Specialist Claims,
PO Box 1192,
Doncaster,
DN1 9PU

email: specialist@directgroup.co.uk

or telephone: **0345 074 4752** (all calls are recorded for training, compliance claims and counter fraud purposes).

Please ensure **Your** claim number is quoted in all correspondence to assist a quick and efficient response.

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, Exchange Tower, Harbour Exchange Square, London, E14 9SR. From a landline: **0800 023 4567** from a mobile: **0300 123 9123**. Website: www.financial-ombudsman.org.uk.

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

Legal and Regulatory Information

Premiums and claims – **Your** rights

Please note that once **You** have paid **Your** premium to Simple Landlords Insurance, **We** treat it as having been received by **Us**.

The law & legal proceedings applicable to this insurance

Unless **You** and **We** agree otherwise, the law which applies to this policy is the law which applies to the part of the **United Kingdom** in which **You** live. Any legal proceedings between **You** and **Us** in connection with this policy will, therefore, only take place in the courts of the part of the **United Kingdom** in which **You** live.

Data Protection

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by **Us** on payment of the appropriate fee.

When **Your** insurance ends, all information held about **You** (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same. Personal data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

False or fraudulent claims

If **You** or anyone acting on **Your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received by **You** or **Your** representatives shall be immediately repaid. **We** may also share this information with other **Insurers** and with the appropriate law enforcement authorities.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk