

simple | landlords



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Policy booklet

Home emergency plus 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
Home emergency claims	01384 884 070	24 hours a day, 7 days a week

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the National Grid UK on 0800 111 999.

Call recording

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

Welcome to your Simple Landlords Insurance - home emergency policy

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

This policy booklet includes all you need to know about your Home Emergency 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

A Huntley

Alexandra Huntley
Simple 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 home emergency policy

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Your Simple Landlords Insurance home emergency plus policy

Who is Your Insurer?

This insurance has been arranged by Simple Insurance who are a business name of Millennium Insurance Brokers Limited, with UK General Insurance Limited, underwritten by Great Lakes Reinsurance (SE) UK, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (SE) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.gov.uk/register.

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 insurance policy is cancelled for any reason this policy will also be cancelled.

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**.

Policy cover (Cont)

✓ What is covered

✗ What is not covered

3 - Plumbing and Drainage

Emergency Work following damage to or failure of the plumbing and drainage system of **your property** which:

- Means that internal flooding or water damage is a likely consequence and **You** anticipate that **You** will not be able to contain the leak (providing **You** with enough time to make a repair); or
- Means that **Your** tenant does not have access to a toilet within **Your Property** or a toilet that is blocked is causing a hygiene risk to **Your** tenant; or
- Causes external drains within the boundary of the **Property** to be blocked where this can be resolved by jetting.

- The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes and taps;
- Overflows not causing internal water damage;
- Blocked toilets or drains where this has been caused as a consequence of wilful misuse or the internal workings of the flush (toilet only);
- Saniflo systems or other macerator based systems;
- All public sewers, drains and pipe work which are maintained by local utilities or service undertakings;
- Descaling and any work arising from hard water scale deposits;
- Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units;
- External overflows unless internal damage is a likely consequence or the leakage of water from swimming pool or hot tubs;
- The repair of domestic appliances that are leaking water, other than from external fixed pipe work;
- Costs that should be shared proportionately across all responsible parties;
- Shared drains;
- Where there is a leak from a shower, bath or sink when in use and there is another means of bathing or washing at the **Property**.

4 - Internal Electricity

Emergency Work following the electricity failure of at least one complete circuit **in your property** which:

- Cannot be resolved by carefully resetting the fusebox; and
- Would not be more appropriately resolved by the regional electricity network supplier.

- External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs;
- Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration system for swimming pools and any leisure equipment;
- Photovoltaic or geothermal systems;
- Where an appliance has caused a circuit to fail or trip.

Policy cover (Cont)

✓ What is covered

✗ What is not covered

9 - Roofing

Emergency Work following sudden and unforeseen damage to the roof of the **Property** which is causing internal damage.

If damage is caused by severe weather, please be aware that a **Contractor** may not be able to attend until the weather conditions are safe for them to do so.

Where **We** have established that the damage to **Your** roof is in excess of **Your Claim Limit**, **You** will need to contact **Your** buildings insurance provider.

- Damage to flat roofs over 10 years of age;
- Damage where the roof has not been satisfactorily maintained;
- Costs that should be shared proportionately across all responsible parties;
- Claims where there has been damage to or loss of tiles and no internal damage is being caused.

Conditions and limitations

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

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

- Circumstances known to **You** prior to the start date of this insurance or which are not sudden or unforeseen;
- Where a **Temporary Resolution or Repair** has been made, **You** will be responsible for organising replacement of a **Temporary Repair** with a **Permanent Repair** or carrying out further recommendations of the **Contractor**. If a **Permanent Repair** or further recommendations have not been carried out and **You** make a further claim for the same issue, **Your** claim will not be valid;
- Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
- Any system, equipment including boilers or facility which has not been properly installed or maintained in accordance with the manufacturer's instructions or has been incorrectly used, modified, or tampered with;
- Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
- Replacement or adjustment to any decorative or cosmetic part of any equipment;
- Garages, out-buildings, leisure equipment, cesspits, septic tanks or fuel tanks unless appropriately covered under the pest infestation section of this policy;
- Wilful act or omission or lack of maintenance or neglect by **You**;
- Claims in the 7 days immediately following **Your** tenants first occupation of the **Property** where there has been no authorised person residing for 30 consecutive days or more;
- Any other costs or damage that are indirectly caused by the event that led to **Your** claim, unless specifically stated in this policy;
- Any costs that would be more appropriately recovered under any other insurance;
- Where **You** have an alternative home emergency policy in place under which the emergency would be covered, this insurance will not be valid;
- Any **Permanent Repair** costs which exceed those that would be incurred in carrying out a **Temporary Resolution or Repair**;
- Circumstances where **You** have delayed the **Contractor** from attending within 24 hours of **Your** claim being reported to **Us**;
- **Emergency Work** that has not been carried out within 24 hours of the **Contractor's** initial diagnosis or within 48 hours of the required parts becoming available to make a **Permanent** or **Temporary Repair**;
- In circumstances where **We** have gone beyond **Your** insurance policy's **Claim Limit** or policy cover; e.g. Good will gestures, this does not determine that the same outcome will apply to any future claims;
- Any letting room where the water supply to that room is not capable of being separately isolated from the remainder of the **Property**;
- Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupte;
- 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 terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- I. involves violence against one or more persons; or
- II. involves damage to property; or
- III. endangers life other than that of the person committing the action; or
- IV. creates a risk to health or safety of the public or a section of the public; or
- V. is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism;

- 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.

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. 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.

Due Care

You must take due care to maintain the **Property** and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a **Temporary Resolution or Repair** has been carried out, the onus will be upon **You** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **You** fail to carry out the **Permanent Repair** a **Contractor** will not be appointed to undertake any further **Emergency Work**.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

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.

How to make a claim

Emergency Claims Helpline Service

01384 884040

Operates 24 hours a day 365 days a year.

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

How to Arrange Assistance and Make a Claim

1. Telephone the **Helpline** quoting Simple Landlords Insurance and provide details of the problem.
2. The **Helpline** will obtain a suitable **Contractor**.
3. The **Helpline** and the **Contractor** will use their discretion as to when and how the **Emergency Work** is undertaken.
4. **You** must ensure that whilst the **Contractor** is at the **Property** an appropriate person to authorise any work is also present.
5. The **Contractor** will charge the cost of all **Emergency Work** covered by the insurance directly to **Us**.
6. **You** will be asked to pay the cost of:
 - a) Call-out charges if there is no one at the **Property** when the **Contractor** arrives or where no cover is operative under this policy;
 - b) All charges in excess of the **Claim Limit**;
 - c) Any additional costs incurred at **Your** request in fitting replacement parts or components of a superior specification to the original.
7. **You** must notify the **Helpline** within 48 hours of first discovering the emergency unless **You** can demonstrate to **Us** that significant circumstances prevented **You** from notifying **Us**. Failure to do either of the above will result in **Your** claim being declined.

Validating Your policy

Where it is not possible to validate **your** claim at the time of initial notification, **we** may ring-fence funds. This means that **You** may be required to provide credit or debit card details and funds will be temporarily held in the event that a claim cannot be validated or is not covered by this insurance. If a claim is not valid, funds will be processed.

Gas leaks

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services.

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

Important Information

It is very important to remember that **Your** Simple Landlords Home Emergency Plus Policy is not a service or maintenance policy and does not replace the cover provided under **Your** Simple Landlords Insurance policy.

If the situation is not an emergency likely to cause insecurity, excessive discomfort, risk or difficulties, **You** should telephone Simple Landlords claims team on 0344 124 258 for assistance and advice.

Please note it is **Your** responsibility to ensure that **You** undertake regular general maintenance of the equipment in **Your Property** and carry out regular servicing of appliances in line with the manufacturer's recommendations. Failure to do so may invalidate **Your** cover.

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:

1. 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 **Us** or the **Contractor**, at **Your** own expense, all the information **We** or they ask for about the claim eg. annual service certification
2. **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.
3. All requests for assistance must be made to the **Helpline** and not to the **Contractors** direct otherwise the **Emergency Work** will not be covered.
4. Provided that the **Emergency Work** is not precluded by circumstances preventing access to the **Property** or otherwise making the provision of the **Emergency Work** impossible, such as adverse weather conditions.
5. There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **Our** control. In the event of this occurring **We** will ensure that **Your Property** is safe and if required the **Contractor** will provide **You** with a quotation for a suitable repair.
6. Please note that if **You** should engage the **Services** of a **Contractor** prior to making contact with the **Helpline** any costs that **You** incur are not covered by this insurance.

Cancelling **Your** policy

If **You** decide that for any reason, this policy does not meet **Your** insurance needs **You** have the right to cancel it at any time by contacting Simple Landlords Insurance on 0808 172 5600 or writing to simpleadmin@directgroup.co.uk.

If this is within the first 14 days from the start date or the day on which **You** receive **Your** policy documentation, whichever is the later ('cooling off period'), **You** will be entitled to a full refund of the premium as long as **You** have not made a claim and do not intend to make a claim on the policy.

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **Your** Simple Landlords Insurance Policy. If **Your** Simple Landlords Insurance Policy is cancelled for any reason this policy will also be cancelled by **Us**. Provided the premium has been paid in full **You** will be entitled to a proportionate refund of premium in respect of the unexpired **Period of Insurance**.

We may cancel **Your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **Our** or the **Claims Administrator's** staff.

Where **We** have cancelled **Your** policy, no refund of premium would be made.

Customer Service and Complaints

This complaints procedure does not affect **Your** legal rights.

Questions or complaints about the sale of **Your** policy

If **You** have a question or concern about, or **You** wish to make a complaint about, how **Your** policy was sold to **You** (including the information **You** were given before **You** bought the policy), or about the general service **You** received, please in the first instance contact Simple Landlords Insurance on **0808 172 5600** or write to:

Customer Relations Team
PO Box 1193
Doncaster
DN1 9PW

Email: customer.relations@ryandirectgroup.co.uk

If **You** remain dissatisfied **You** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about **Your** policy or the handling of **Your** claim

The aim is to provide **You** with a high quality **Service** at all times. Every effort will always be made to sort out any enquiry or problem that **You** may have. If **You** have any questions or concerns about **your** policy or the handling of a claim **You** should, in the first instance, contact:

The Managing Director
Legal Insurance Management Limited
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Telephone: 01384 884040

Email: claims@limemergency.co.uk

Please quote Simple Landlords Home Emergency in all correspondence to assist a quick and efficient response.

If **You** remain dissatisfied after **We** have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The address is:

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

Telephone Number: **0800 0234 567** from a landline or **0300 1239 123** from a mobile.

E-mail: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **Your** statutory rights.

Legal and Regulatory Information

Premiums and claims – **Your** rights

Please note that once **You** have paid **Your** premium to Simple 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 on 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 the appropriate law enforcement authorities.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this contract.

Further information can be obtained by writing to The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU or by visiting the website: www.fscs.org.uk.

Simple Landlords Insurance is a business name of Millennium Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England and Wales Company No. 2103848. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL