

simple | landlords



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Policy booklet

Legal expenses & Rent Guarantee

www.simplelandlordsinsurance.com

Useful contacts

General enquiries

If you have any questions about your 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
Legal helpline	01384 887 580	24 hours a day, 7 days a week
Advice on tax issues	01455 852 034	9am to 5pm, Monday to Friday
Tax claims notifications	01384 377 000	9am to 5pm, Monday to Friday

Free online legal resources database

Free unlimited access to a comprehensive library of commercial and personal legal information (including employment, health & safety and Property matters) is available to you at the below address:

www.legalhelpline.irwinmitchell.com

Please note that you will be required to register your personal details the first time you use this service.

Call recording

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

Welcome to Your Simple Landlords Insurance - legal expenses and rent guarantee policy

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

This policy booklet includes all you need to know about your Legal Expenses and Rent Guarantee 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 legal expenses and rent guarantee policy

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Your Simple Landlords Insurance legal expenses policy

Who is Your Insurer?

This insurance has been arranged by Simple Insurance with UK General Insurance Limited, underwritten by Great Lakes Reinsurance (UK) SE, 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 (UK) 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.

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.

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, accountant, firm of accountants or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** interests.

Claim Limit

The amount **We** will pay under each section of this policy in respect of any one claim and during the **Period of Insurance** as detailed on **Your Schedule**.

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.

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.

Court

Court, tribunal or other competent authority.

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 reimbursement or partial reimbursement against losses arising from the **Tenant's** breach of any of the terms of the **Tenancy Agreement**.

Electronic Data

Means facts, concepts and information stored to form useable 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.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for **Legal Expenses** and/or payment of a benefit under this policy.

Guarantor

The individual or organisation shown in the **Tenancy Agreement** that has received a written **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of their obligations under the **Tenancy Agreement**.

Definitions (cont)

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.

Insured, You, Your

The person or company who has paid the premium and is named in the **schedule** as the insured person.

Insurer

This insurance is administered by Legal Insurance Management Limited and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE,

UK General Insurance Limited and Legal Insurance Management Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) 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 at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

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.

Period of Insurance

This policy will run concurrently with **Your** Simple Landlords Insurance policy for a maximum of 12 months. If **You** arranged this policy after the start date of **Your** Simple Landlords Insurance policy cover will be provided from the date **You** bought it and will end on the expiry date of **Your** Simple Landlords Insurance policy as detailed on **Your Policy Schedule**.

Property

The private residence owned by **You** and let to **Tenants** as detailed on **Your Schedule**.

Prospects of Success

At least a 51% chance of the **insured person(s)** achieving a favourable outcome.

Legal Expenses

Legal fees and costs reasonably and properly incurred by the **Authorised Professional**, with **Our** prior written authority including costs incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of a civil claim in the **United Kingdom** arising from an **Insured Event**. **Legal Expenses** will include VAT where it cannot be recovered.

Rent

The monthly amount payable by the **Tenant** to the **Insured** as set out in the **Tenancy Agreement**.

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**).

Definitions (cont)

Schedule

The document which forms part of the Simple Landlords Insurance policy contract alongside which You have bought this policy. It contains Your name, address and the details of the Property insured.

Standard Legal Expenses

The level of Legal Expenses that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

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. 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. **Tenancy Agreements** in which the **Tenant** is a limited company or a **Tenancy Agreement** or lease of commercial premises are not acceptable for cover.
2. Any other residential tenancy as agreed and approved by **Us** in writing.

Tenant

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

Tenant Reference

1. A credit check against the **Tenant** and any **Guarantor** obtained from a licenced credit referencing company showing:
 - a) no County Court Judgements in the past three years;
 - b) no outstanding County Court Judgements in the past three years;
 - c) the **Tenant's** or **Guarantor's** financial ability to meet the **Rent** commitment;
 - d) that it is appropriate in the circumstance following receipt of the outcome of the credit check to grant a **Tenancy Agreement** to the **Tenant**.
2. Copies of two forms of identification, one of which must contain a photograph where the **Tenant** is an individual.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Time of Occurrence

1. Civil Cases - when the **Event** occurred or commenced whichever is the earlier.
2. Criminal Cases - when **You** or an **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.

Value Added Tax (VAT) dispute

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

We/Us/Our

Great Lakes Reinsurance (SEUK) UKSE

Section 1 - Legal Expenses

During the **Period of Insurance** this policy will provide up to £50,000 cover for **Legal Expenses**, as detailed under each section below provided the **Event**:

- Occurs within the **Territorial Limits**;
- Occurs and is notified to **Us** during the **Period of Insurance**; and
- Has at least a 51% chance that of success and settlement is likely to outweigh any costs incurred.

✓ What is covered

✗ What is not covered

This policy will cover **You** in the **Event** of:

The policy will not pay out for the following:

1 - Breach of **Tenancy Agreement**

A breach by the **Tenant** of any of their obligations under the **Tenancy Agreement**.

- Any claim where the **Tenant** has behaved anti-socially.

2 - Pursuit of **Rent Arrears**

The pursuit of **Rent Arrears** which commenced during the **Period of Insurance**.

Any claim for **Legal Expenses** incurred in connection with:

- a) Interest on **Rent** or service charges payable by the **Tenant**;
- b) 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 Investigations

Legal Expenses incurred by **You** in respect of a:

- a) **Comprehensive Enquiry**;
- b) **In-depth Investigation** arising out of **Your** tax affairs;
- c) **VAT dispute**;
- d) **PAYE dispute**;
- e) **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 as amended by the relevant section of the Finance Act 2007.

Any claims for indemnity in respect of or arising out of:

- a) any claim which occurs during the first 60 days of the first **Period of Insurance**;
- b) **Aspect Enquiries** less than £100;
- c) **Legal Expenses** in any claim involving dishonesty, 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

Section 1 - Legal Expenses (cont)

✓ What is covered

✗ What is not covered

- or any other special office of HM Revenue & Customs;
- d) 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;
- e) the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return;
- f) costs of appeals which **We** have not approved;
- g) fees and Disbursements payable to an Accountant, firm of Accountants or person not approved by **Us**;
- h) technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of **Your** affairs;
- i) pre notification costs;
- j) any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged;
- k) normal reconciliation of the annual accounts and VAT returns;
- l) any enquiry undertaken under the relevant section of the Finance Act relating to VAT evasion.

6 - Employment Disputes

In **Your** individual capacity as a landlord **We** will cover **Legal Expenses** in relation to:

- a) **Your** defence in a dispute with an:
 - employee or ex-employee arising from or relating to a contract of employment with **You**;
 - employee, ex-employee or prospective employee alleging discrimination under current equality legislation;
- b) Pursuit of **Your** legal rights against an employee or ex-employee to recover possession of **Property** owned by or for which **You** are responsible.

Any claims for indemnity in respect of or arising out of:

- a) **Your** failure to consult or follow **Our** advice/ instructions and those of the Legal Advice Helpline Service;
- b) any dispute where the **Event** arises within the first 90 days of the first **Period of Insurance**;
- c) where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation;
- d) any dispute with an employee who was subject to:
 - i. formal or informal written or verbal warnings within 180 days immediately before the first **Period of Insurance**;
 - ii. redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first **Period of Insurance**;

Section 1 - Legal Expenses (cont)

✓ What is covered

✗ What is not covered

Property Protection

Any civil action relating to material property, owned by **You** within the premises occupied by the **Tenant(s)** under the **Tenancy Agreement**, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by the **Tenant** which causes or could cause physical damage to such material property or pecuniary loss to **You**.

- e) any defence of an action for damages in respect of personal injury including stress or psychological related illnesses or loss of or damage to property;
- f) any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Any claim for:

- a) an insured **Event** arising in the first 90 days of the first **Period of Insurance**;
- b) goods in transit or goods lent or hired to third parties;
- c) mining subsidence;
- d) disputes relating service charges and any relevant taxes;
- e) compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;
- f) disputes with local or government authorities.

Contract Disputes

A dispute with a customer or supplier in respect of a contract entered into by **You** for the sale, hire, supply or the purchase of goods or services.

Any claims relating to:

- a) the first 10% of **Legal Expenses** incurred.
- b) amounts in dispute, including any instalment payments due and payable at the time of making the claim, less than £250;
- c) a lease, licence or tenancy of land or **Buildings**;
- d) a dispute between the **Insured** and a letting agent;
- e) a contract of employment;
- f) arbitration arising out of an arbitration clause in any contract;
- g) a breach or alleged breach of professional duty by the **Insured**;
- h) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Section 2 - Rent Guarantee

In addition this policy will also provide the following cover:

✓ What is covered

This policy will cover **You** in the **Event** of:

1 - Rent Arrears Guarantee

Up to £2,000 per month for a maximum of 12 months (as detailed on **Your Policy Schedule**) for **Rent Arrears** owed by the **Tenant** under the **Tenancy Agreement** during the **Period of Insurance** where an **Insured Event** under Section 1 occurs and where appropriate **You** are pursuing **Proceedings** under this **Policy**.

Cover is subject to:

- a full month's **Rent** being in arrears after deduction of the **Excess**;
- the **Rent Arrears** only being payable until vacant possession has been gained;
- the claim being made during the **Period of Insurance**;
- **Rent Arrears** being paid at the rate of 1/30th of the **Rent** for each continuous day in arrears.

Please note the maximum **We** will pay is up to the **Claim Limit** as detailed on **Your Policy Schedule**.

✗ What is not covered

The policy will not pay out for the following:

- a) Claims where the **Tenancy Agreement** commenced more than 31 days after the date of the **Tenant Reference** unless:
 - i. the **Tenant** has resided at the **Property** for 90 days prior to the commencement of this **Policy** and made no default on **Rent**; or
 - ii. the **Insured** has continuous Legal Expenses and Rent Guarantee insurance with another insurer in respect of the same **Tenancy Agreement** and the same **Tenant** and there had been no claims reported under that insurance;
- b) Claims in the first 90 days where you have an existing **Tenant** but have not obtained a **Tenant Reference**;
- c) Where an existing **Tenant** has defaulted on **Rent**, **You** will not be able to claim under this cover;
- d) **Rent Arrears** claims unless the **Insured** and their Letting Agent act promptly to gain vacant possession of the insured **Property** and recover **Rent Arrears**;
- e) **Rent Arrears** claims where the **Property** is not occupied for residential only purposes;
- f) any claim where the **Insured** or their Letting Agent gave any false or misleading information when they applied for the **Tenant Reference** or for this insurance cover or where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**.

What this insurance does not cover

1. An **Event** which occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Tenant Reference**, unless the **Insured** had continuous **Legal Expenses** insurance with another insurer in respect of the same **Tenancy Agreement** and the same **Tenant** and there had been no claims reported under that insurance;
2. Where the amount in dispute is less than £250 including VAT;
3. **Legal Expenses** incurred:
 - a) In respect of any **Event** where the **Time of Occurrence** 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** approval or beyond those for which **We** have given **Our** approval;

What this insurance does not cover (cont)

- d) Where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**;
 - e) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case;
 - f) If **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional**, or withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**;
 - g) 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;
 - h) In respect of the amount in excess of **Our Standard Legal Expenses** where **You** have elected to use an **Authorised Professional** of **Your** own choice;
4. Claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or those of the **Authorised Professional**;
 5. 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 reasonable **prospects of success**;
 6. **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;
 7. Any **Legal Expenses** 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**;
 8. A dispute which relates to any compensation or amount payable under a contract of insurance;
 9. The defence of dilapidation claims or damage or loss of fixtures and fittings, furniture or equipment not referred to in an existing inventory signed by the **Tenant** prior to or at the commencement of the **Tenancy Agreement** which fail 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;
 10. The pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
 11. Damages, fines or other penalties **You** are ordered to pay by a **Court** tribunal or arbitrator;
 12. Any dispute relating to written or verbal remarks which damage **Your** reputation;
 13. A dispute with **Us** not dealt with under the disputes resolution section of this policy;
 14. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual **Property**, trade secrets or confidential information;
 15. An application for judicial review;
 16. An **Event** arising out of a **Tenancy Agreement** which does not fall within the definition of **Tenancy Agreement** in this policy;
 17. The compensation payable by **You** following an Order of the **Court** of the terms of any settlement approved in writing by **Us**;
 18. The **Tenancy Agreement** having been granted without first obtaining the requisite consent or licence;
 19. Payment or non-payment of service charges;
 20. Subsidence, mining, actual or proposed works by public or local authority;
 21. Disputes between **You** and **Your** mortgage lender;
 22. Disputes where the **Tenant** is not aged 18 years or over;
 23. Claims if **You** or **Your** managing agent has allowed the **Tenant** into possession of the insured **Property** prior to:
 - a) the **Tenancy Agreement** having been signed by all parties;
 - b) all necessary statutory pre-grant notices to the **Tenant** having been issued;
 - c) the first month's **Rent** and the **Deposit** having been received in cash or cleared funds;
 - d) the Dilapidations Inventory having been signed by the **Tenant**.

What this insurance does not cover (cont)

24. Any claim where the **Insured** or their managing agent gave false or misleading information when they applied for this insurance cover;

25. Any **Legal Expenses** incurred in defending or pursuing new areas of law or test cases;

26. Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted;

27. 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;

28. 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;

29. 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.

Conditions and Limitations

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

References

You are required to complete a **Tenant Reference** for all new **Tenancy Agreements** during the **Period of Insurance**.

Housing Benefit

If the **Tenant** is claiming Housing Benefit, **We** will not pay **Rent** until the outcome of the Housing Benefit claim is known. If the **Tenant's** Housing Benefit claim is rejected, **We** will pay **Rent** backdated to the date that **You** could first claim. There is no cover for any shortfall between the amount paid to the **Tenant** as Housing Benefit and the **Rent**.

Deposit

You will inform **Us** in writing of the allocation of the **Deposit** and no deductions may be made from the **Deposit** without **Our** prior 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. Such monies may not be utilised to discharge **Your** liabilities in respect of the **Excess** under this 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. 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 not breach any of the conditions of the **Tenancy Agreement(s)** or Legal Charge affecting the **Property**.

Conditions and Limitations (cont)

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**. This includes ensuring that following receipt of the **Tenant Reference**, it is appropriate to grant a **Tenancy Agreement** to the **Tenant**.

You must act promptly to gain vacant possession of the **Property** and recover **Rent Arrears**.

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.

Dispute Resolution

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, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

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.

How to make a claim

All potential claims must initially be reported within 30 days to the legal helpline which operates 24 hours a day, 365 days a year on: [01384 887580](tel:01384887580)

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

Tax Issues (In respect of Legal Expenses only)

For advice on tax issues please contact [01455 852034](tel:01455852034) but all potential claims must initially be reported to the Tax Claims Notification Helpline [01384 77000](tel:0138477000) between the hours of 09:00– 17:00 Monday to Friday excluding Bank Holidays.

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

Free Online Legal Resources Database

Free unlimited access to a comprehensive library of commercial and personal legal information (including employment, health & safety and property matters) is available to **You** at the below address:

www.legalhelpline.irwinmitchell.com

Please note that **You** will be required to register **Your** personal details the first time **You** use this service.

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:

Claims 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 **Us** or the **Authorised Professional**, at **Your** own expense, all the information **We** or they ask for about the claim.

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 undertaken an inspection and visit the property in accordance with your obligations within the **Tenancy Agreement**. **You** should contact the Claims Notification Helpline Service if **You** are unsure that such inspection is lawful.

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.

We shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **Us** immediately in writing of any offer or payment into **Court** made with a view to settlement and **You** must secure **Our** written agreement before accepting or declining any such offer.

We will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any **Court**, witness, expert or agent or other person without **Our** agreement.

Representation

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

If **Legal Proceedings** have been agreed by **Us**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **You** have elected to use **Your** own nominated **Authorised Professional** **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

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 Insurance on 0808 172 5600.

If this is within the first 14 days of 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 Landlords Insurance Policy**. If **Your 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** staff.

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

Customer Service & 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 Insurance on 0808 172 5600 or write to:

Customer Relations Team
PO Box 1193
Doncaster
DN1 9PW
email: customer.relations@directgroup.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

Customer Service & Complaints (cont)

The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Telephone: 01384 377000
Email: claims@legalim.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 & 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.

Legal & Regulatory Information (cont)

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

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, Beufort House, 15 St Botolph Street, London EC3A 7QU or by visiting the website: www.fscs.org.uk

simple | landlords

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