

simple | landlords



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Policy booklet

Landlords buildings & contents

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
Buildings & contents claims (sections 1,2 and 3)	0330 102 6755	24 hours a day / 365 days a year

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 policy

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

This policy booklet includes all you need to know about Simple Landlords Insurance. 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 (Landline) or 0330 100 7200 (Mobile) 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 policy

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Your Simple Landlords Insurance policy

Contract of insurance

This insurance is arranged by Simple Insurance who are a business name of Millennium Insurance Brokers Limited, with UK General Insurance Ltd on behalf of Great Lakes Insurance SE, Registered in England No SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Millennium Insurance Brokers Limited & UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance 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 FCA's register by visiting the FCA's website at <http://www.fca.org.uk/firms/systems-reporting/register> or by contacting them on 0800 111 6768.

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**.

Cancellation within the 14 day cooling off period

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please contact Simple Landlords 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, Simple Landlords will then refund **Your Premium** in full less a cancellation fee of £25.

Cancellation after the cooling off period

Thereafter **You** may cancel this insurance at any time and providing that no claims have been made or are pending **You** will be entitled to a pro-rata refund of **Your Premium** less a cancellation fee of £30.

Cancellation by us

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

- a) Fraud;
- b) Non-payment of **Premium**;
- c) Threatening and abusive behaviour; or
- d) Non-compliance with **Policy** terms and conditions.

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**.

Please note

If **You** have made a claim against **Your Policy** **You** will remain liable for the total **Premium**.

If **You** are paying by monthly instalments and have made a claim **You** will either have to continue with the instalments until the **Policy** renewal date, or arrange for a one off payment to be made. Please note cancelling **Your** Direct Debit at the bank does not suffice as cancelling **Your Policy** and **You** will remain liable for any arrears and fees accrued.

Renewing Your policy

At least 21 days before each renewal date, **We** will tell **You** the **Premium** and terms and conditions that will apply for the following year. If **You** wish to change or cancel the cover then please tell **Us** before the renewal date. If **You** pay by direct debit, **We** will renew the **Policy** automatically and continue collecting monthly **Premiums** unless **You** notify **Us** that **You** wish to cancel the **Policy**.

If **You** pay by credit or debit card **We** will renew the **Policy** once **You** have paid the **Premium** in full unless **You** notify **Us** that **You** wish to cancel the **Policy**.

If **You** have chosen to pay by the credit or debit card auto renewal option we will collect the renewal **Premium** automatically from the card associated with **Your Policy** unless you choose to change your payment method or notify us that you wish to cancel the **Policy**.

IMPORTANT INFORMATION

Changes to Your circumstances

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions Simple Landlords may ask as part of **Your** application for cover under the **Policy**;
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct;
- c) Tell Simple Landlords of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

If **We** obtain evidence which suggests that **You** were careless in providing **Us** with the information **We** have relied upon in setting the terms of this insurance, **We** may:

- a) Refuse to pay any claim or claims, if **Your** carelessness causes **Us** to provide **You** with insurance cover which **We** would not otherwise have offered; or
- b) Only pay a proportion of the claim if **We** would have charged more for **Your** insurance.

If **We** establish that **You** deliberately or recklessly provided **Us** with false information **We** may:

- a) treat this insurance as if it never existed;
- b) decline all claims; and retain the **Premium**.

You must notify Simple Landlords immediately of any change in **Your** circumstances such as:

- **Your Property**;
- The type of **Tenant** occupying the **Property**;
- The cost of rebuilding **Your Property**;
- The cost of replacing **Your Landlords Contents**;
- If **You, Your** family, fellow directors or partners are convicted of any criminal offence;
- If **You, Your** family, fellow directors are declared bankrupt or been a director of a company that went into liquidation.

Policy amendment fees

Please note that **Your Insurer** may charge a **Premium** for any changes **You** make to **Your Policy**. In addition Simple Insurance may charge an administration fee for **Our** services. The specific charge will be notified to **You** in advance. **Our** fees are:

Within 14 days of the start date of the policy: £15

After 14 days of the start date of the policy: £25

How to make a claim

If **You** wish to make a claim please contact: the claim team on **0330 102 6755** or email simpleclaims@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;
- 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.

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. Any common parts to **Your Insured Property** for which **You** are responsible.

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**.

Endorsement

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

Excess

The first amount of any claim for which **You** are responsible as stated on **Your Schedule** under each applicable section of cover.

Indirect Loss

Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated on this **Policy**. For example, **We** will not pay for re-letting costs in the event that a **Tenant** decides to vacate the **Property** following damage which renders the **Property Uninhabitable** for a long period of time.

Landlords Contents

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

Period of Insurance

The duration of this **Policy** as indicated on **Your**

Schedule for a period not exceeding twelve months.

Policy

The documents consisting of this policy wording and **Your Schedule** including any **Endorsements**.

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**, as detailed on **Your Schedule**.

Property

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

Schedule

The document issued by **Us** which shows **Your** name and address, the **Period of Insurance**, the sections of this **Policy** booklet which apply, the **Premium You** have to pay, the **Property** which is insured and details of any **Endorsements**.

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**.

Uninhabitable

Not in a sufficient condition to be lived in.

Uninsurable Risks

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

United Kingdom (UK)

Great Britain, Isle of Man, Channel Islands and Northern Ireland. All policyholders must be domiciled in the United Kingdom.

Unoccupied

The **Property** is deemed as **Unoccupied** when it is not lived in by a **Tenant**. Unoccupancy is deemed to start from the date that the last **Tenant** vacated the **Property**, which may pre-date the inception of the insurance granted by this **Policy**.

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, cockroaches, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

We / Us / Our / Insurer

Great Lakes Insurance SE.

Workmen

Any person, persons, company, firm or organisation which is or are at the residence specified in the **Policy Schedule** for the purpose of carrying out repairs, decoration, general maintenance and minor alterations to **Your** insured **Property**.

You / Your / Insured

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

Section 1

Buildings cover

Section 1 - buildings cover

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

✓ What is covered	✗ What is not covered
We cover Your Buildings against loss or damage caused by the following Insured Perils:	
1. Fire, smoke, explosion, lightning, or earthquake.	a) Loss or damage caused by smog, industrial or agricultural output.
2. Storm or flood.	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	a) Loss or damage whilst the Buildings are Unoccupied for 60 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 £300 of every claim unless otherwise specified in Your Schedule .
4. Theft or attempted theft caused by violent and forcible entry or exit.	a) Loss or damage by any Tenant or person lawfully on the Property ; b) Loss or damage whilst the Buildings are Unoccupied for 60 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.	a) Loss or damage whilst the Buildings are Unoccupied for 60 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.	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;

Section 1 - buildings cover (continued)

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

✓ What is covered	✗ What is not covered
	<ul style="list-style-type: none">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.	<ul style="list-style-type: none">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 .	<ul style="list-style-type: none">a) Loss or damage whilst the Buildings are Unoccupied, for 60 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.	<ul style="list-style-type: none">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 .	<ul style="list-style-type: none">a) Any amount exceeding 20% of the Claim Limit 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;b) Any claim where loss or damage under Section 1 of this Policy has not been accepted by Insurers.
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 .	<ul style="list-style-type: none">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	<ul style="list-style-type: none">a) Any fees charged in the preparation of a claim.

Section 1 - buildings cover (continued)

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

✓ What is covered	✗ What is not covered
<p>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.</p>	
<p>15. Trace and Access - We will pay up to £5,000 for the costs with Our written consent in locating the source of any damage resulting from the escape of water from fixed domestic water services of heating installations including the cost of subsequent repairs to walls, floors ceilings.</p>	<p>a) Any loss or damage to the heating or water system from which water or oil has escaped.</p>
<p>16. Emergency Access - We will provide cover for damage to the Insured Property, lawns, trees, shrubs and grass caused by forced access by the fire, police or ambulance services as a result of an emergency, at the Property.</p>	<p>a) Any amount in excess of £750.</p>
<p>17. Unauthorised Use of Electricity Gas or Water - The insurance by this Section extends to include the cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying Your Premises without Your consent provided that Our liability in respect of this extension shall not exceed £1,000 for any one claim and You shall take all practical steps to terminate such unauthorised use immediately You become aware of it.</p>	
<p>18. Purchasers Interest If You have contracted to sell the Buildings and the purchaser has not insured the Property before completion, the purchaser will have the contractual right to benefit of Section 1, clauses 1 - 11 and 14 - 17 of this Policy between exchange of contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.</p>	<p>a) If Your Property is insured under another policy b) Once the sale has been completed</p>

Section 1 - buildings cover (continued)

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

✓ What is covered

✗ What is not covered

Additional cover

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

19. **Accidental Damage** to the **Buildings** in addition to the Perils listed in paragraphs 1 to 11 of this Section.

- 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 60 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**.

20. **Accidental Damage** including malicious damage and theft by **Tenant** to the **Buildings** in addition to the perils listed in paragraphs 1 to 11 of this section.

- a) any amount recoverable by **You** from the tenancy deposit paid by the **Tenant** as detailed on the **Tenancy Agreement** (proof of deposit payment must be submitted in the event of a claim).
- b) any loss or damage which is insured by a policy issued to the **Tenant**.
- c) any amount exceeding £1000 in respect of theft by the **Tenant**.
- d) any amount exceeding £5000 in respect of malicious damage caused by the **Tenant**.

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 Claim Limit 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 **Claim Limit** and will be shown on **Your** renewal **Schedule**.

Workmen

Workmen may be employed to effect repairs, decoration, general maintenance and minor alterations without prejudice to the insurance.

We shall not be liable for damage caused by contractors at **Your Property** for the purpose of carrying out contract works, structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by **Us** in advance.

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 **Claim Limit** bears to the full cost of reconstruction of **Your Property** as stated in the **Schedule**;
2. Not exceed the **Claim Limit** for the **Property** as stated in the **Schedule**.

It is **Your** responsibility to ensure at all times the **Buildings Claim Limit** reflects the total cost of reinstatement and associated fees including the proportionate share of communal parts and the structure of the **Building** for which **You** are legally responsible. **Insurers** will not be liable for any additional costs incurred for delays resulting from the co-ordination of repairs with other property owners (and/or their Insurers) within the block. In the event of an insured incident to any part of the premises not occupied by **You** but for which **You** are legally responsible **We** will only pay such proportion of that loss as the **Claim Limit** bears to the reinstatement value of the **Building**.

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 **Claim Limit** 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

Section 2 - landlords contents

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

✓ What is covered	✗ What is not covered
We cover Your Landlords Contents against loss or damage caused by the following insured Perils:	
1. Fire, smoke, explosion, lightning, or earthquake	a) Loss or damage caused by smog, industrial or agricultural output.
2. Storm or flood	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.	a) Loss or damage whilst the Buildings are Unoccupied for 60 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 £300 of every claim unless otherwise specified in Your Schedule .
4. Theft or attempted theft caused by violent and forcible entry or exit.	a) Loss or damage by any Tenant or person lawfully on the Property ; b) Loss or damage whilst the Buildings are Unoccupied for 60 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.	a) Loss or damage whilst the Buildings are Unoccupied for 60 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.	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;

Section 2 - landlords contents (continued)

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

✓ What is covered	✗ What is not covered
	<ul style="list-style-type: none">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.
<p>9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.</p>	<ul style="list-style-type: none">a) Loss or damage caused by maintenance to trees;b) Loss or damage to aerials, dishes and masts.
<p>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.</p>	<ul style="list-style-type: none">a) Any amount in excess of 20% of the Claim Limit for a maximum period of 12 months on the Landlords Contents of the Buildings damaged or destroyed;b) Any claim where loss or damage under Section 2 of this Policy has not been accepted by Insurers.
<p>11. Legal Liability to the public Claim Limit - £2,000,000. All sums for which You are legally liable as the owner of the Landlords 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.</p>	<ul style="list-style-type: none">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:<ul style="list-style-type: none">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

Section 2 - landlords contents (continued)

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

✓ What is covered	✗ What is not covered
	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.

- Loss or damage if previously specifically excluded from cover;
- Loss or damage caused by normal wear and tear;
- Loss or damage caused by **Vermin**, fungus or atmospheric or climatic conditions;
- Loss or damage caused by cleaning or making repairs; or alterations;
- Loss or damage caused by pets;
- Loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more;
- Loss or damage as a result of mechanical or electrical breakdown.

13. **Accidental Damage** including Malicious damage and theft by **Tenant** to the **Landlords Contents** in addition to the perils listed in paragraphs 1 to 11 of this section.

- any amount recoverable by **You** from the tenancy deposit paid by the **Tenant** as detailed on the **Tenancy Agreement** (proof of deposit payment must be submitted in the event of a claim).
- any loss or damage which is insured by a policy issued to the **Tenant**.
- any amount exceeding £1000 in respect of theft by the **Tenant**.
- any amount exceeding £5000 in respect of malicious damage caused by the **Tenant**.

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 **Claim Limit** 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 **Claim Limit** 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 **Claim Limit** 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 **Claim Limit** bears to the full cost of replacement of **Your Landlords Contents** as stated in the **Schedule**;
2. Exceed the **Claim Limit** for **Your Landlords Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Content's Claim Limit** 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 **Claim Limit** 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

Section 3 - landlords legal liability

(This is automatically included if **You** have selected buildings cover).

✓ What is covered

Up to £2,000,000 unless stated otherwise on **Your Schedule** 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 without prior consent.

✗ What is not covered

- 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.

General conditions - applicable to all sections of this policy

Claims

In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this **Policy**. **You** must give **Us**, at **Your** own expense, all the information **We** ask for about the claim ie. Proof of purchase. Failure to comply may result in Your claim being declined.

Duty of care

- **You** must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** and equipment 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 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**.

Co-operation

You shall at all times co-operate with **Us** and give to **Us** and/or the **Contractor**, evidence and documents as requested to support **Your** claim.

Fraudulent / false claims

If **You** make any claim knowing the claim to be false or fraudulent or exaggerated 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 **Unoccupied** or **Tenants** will be away from the **Property** for 14 days or more during the period 1st November to 31st March **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. It is a condition of this **Policy** that **You** must notify Simple Landlords when the **Property** first becomes **Unoccupied**, and also if it remains **Unoccupied** for a continuous period of 90 days unless the **Property** has been placed on the market for sale, in which case **You** must notify Simple Landlords immediately.

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) **You** fail to pay **Your Premium**.

Disputes 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

General conditions - applicable to all sections of this policy continued

also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the **United Kingdom**.

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 Simple Landlords prior to the start of any building work, 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.

Awareness

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

Fire extinguishers

It is a condition of this **Policy** that **You** will ensure that any fire extinguishing appliance kept at **Your Property** are maintained in efficient working order.

General exclusions - applicable to all sections of this policy

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

- a) Any claims where **You** have not followed the claims procedure detailed within each section of this **Policy**;
- b) Radioactive Contamination - loss or damage to any **Property** resulting or arising from any **Indirect 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;
- c) 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;
- d) 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, and suppress any act of terrorism;
- e) Deliberate Act - loss or damage caused intentionally or arising from deliberate omission, misrepresentation or alleged dishonesty or criminal acts, by **You** or anyone working on **Your** behalf;
- f) Existing Damage - loss or damage occurring prior to the commencement of **Your** insurance cover;
- g) Sonic Pressure - loss or damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds;
- h) Indirect Loss - **Indirect Loss** as a result of any claim under this **Policy**;
- i) 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;
- j) 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;
- k) Motor Vehicles - loss or damage caused to any motor vehicles (other than domestic garden implements), caravans, trailers or watercraft and accessories;
- l) Domestic Pets - loss or damage caused by domestic pets or **Vermin**.

Complaints procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding the sale of Your policy

Please contact Simple Landlords at:

By email to: admin@simplelandlordsinsurance.com

By phone on: **0808 172 5600** from landlines or **0330 100 7200** from mobiles.

Customer Services Department

PO Box 1189

Doncaster

DN1 9RP

Complaints regarding landlords building and contents claims

Customer Relations Team

PO Box 1193

Doncaster

DN1 9PW

Tel: 0344 854 2072

Email: customer.relations@directgroup.co.uk

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 £2million 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

Telephone **0800 023 4567** from a landline and **0300 123 9123** from a mobile.

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.

We are also required to inform you that you can use the online [European Online Dispute Resolution](#) platform to provide details of your complaint, which we understand will then be forwarded to the Financial Ombudsman Service. Please be aware that this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly in the first instance.

Financial Services Compensation Scheme (FSCS)

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 (www.fscs.org.uk)

Data Protection Act 1998

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 process to other companies acting on their instructions including those located outside the European Economic Area.

Governing law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

Claims and underwriting exchange register (CUE)

We may use **Your** personal information to prevent crime. In order to prevent crime **We** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register.

We may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

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