

simple | landlords

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 and 2)	0330 102 6755	24 hours a day / 365 days a year
Landlords Legal Liability claims (section 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 that your insurance is 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 of 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

Richard Truman

Richard Truman
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.

simple | landlords

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, and underwritten by Ageas Insurance Limited whose registered office is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Millennium Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register No.308310. Ageas Insurance Limited is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No.202039. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>.

Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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 £40.

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:

- Where **We** reasonably suspect fraud
- Non-payment of **Premium**
- Threatening and abusive behaviour
- Non-compliance with **Policy** terms and conditions
- **You** have not taken reasonable care to provide accurate and complete answers to the questions Simple Landlords asked.

If **We** cancel the **Policy** and/or any additional covers **You** will receive a refund of any **Premiums You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Simple Landlords** with incomplete or inaccurate information. This may result in **Your Policy** being cancelled from the date **You** originally took it out and **We** will be entitled to keep the **Premium**.

If **Your Policy** is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

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, Simple Landlords 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 Simple Landlords before the renewal date. If **You** pay by direct debit, Simple Landlords will renew the **Policy** automatically and continue collecting monthly **Premiums** unless **You** notify Simple Landlords that **You** wish to cancel the **Policy**.

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

IMPORTANT INFORMATION

Changes to Your circumstances

Your Responsibility

You must take reasonable care to:

- supply accurate and complete answers to all the questions Simple Landlords may ask as part of **Your** application for cover under the **Policy**
- to make sure that all information supplied as part of **Your** application for cover is true and correct
- tell **Your** Simple Landlords of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions Simple Landlords ask when **You** take out, make changes to and renew **Your Policy**. If any information **You** provide is not accurate and complete, this may mean **Your Policy** is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

If **You** become aware that information **You** have given Simple Landlords is inaccurate or has changed, **You** must inform them as soon as possible.

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 Claims 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)

The **Property** 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. If **You** make a claim under more than one cover for loss or damage which happens at the same time and by the same cause, **We** will deduct only one excess.

Flood

Flooding must arise from water external to the **Property** entering the **Property**. Water must enter the **Property** at the ground level or below ground level.

Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

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 aerals for which **You** are responsible and contained within the **Buildings** but excluding **Valuables**, wearing apparel and pedal cycles.

Landslip

Downward movement of sloping ground.

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**.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings**.

Storm

We consider storm to mean strong winds of over 55mph, or damage by extreme rain or snow. Rainfall is extreme if more than an inch falls in an hour. Snowfall is extreme if 12 inches or more falls in a 24-hour period.

Subsidence

Downward movement of the ground underneath **Your Buildings**.

Tenancy Agreement

A written Tenancy Agreement between **You** and the **Tenant** which is:

- a) an assured shorthold tenancy agreement within the meaning of the Housing Acts 1988 and 1996; or
- b) let under The Private Housing (Tenancies) (Scotland) Act 2016; or
- c) let under The Private Tenancies Order 2006 (Applies to insured properties in Northern Ireland); or
- d) Any other residential tenancy agreement agreed 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

Ageas Insurance Limited

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 or 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** (**You** may be able to claim under peril 20, if shown as being included on **Your Schedule**);
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** (**You** may be able to claim under peril 20, if shown as being included on **Your Schedule**).

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 of 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 costs exceeding an amount equal to 20% of the Buildings Claim Limit, unless stated otherwise in Your Schedule; b) Any costs incurred outside of a 12 month period from the date the Property became Uninhabitable, unless stated otherwise in Your Schedule. c) 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 £1,000 in any Period of Insurance.

Section 1 - buildings cover (continued)

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

✓ What is covered

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

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 and ceilings.

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**.

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 Property** 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.

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, causes 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.

X What is not covered

a) Any fees charged in the preparation of a claim.

a) Any loss or damage to the heating or water system from which water or oil has escaped.

a) Any amount in excess of £1,000.

a) If **Your Property** is insured under another policy;
b) Once the sale has been completed.

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.
- Loss or damage caused by **Uninsurable Risks**;
 - Loss or damage caused by **Vermin**; fungus; or domestic pets;
 - Loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more;
 - Cost of normal maintenance;
 - Loss or damage caused by wet or dry rot; faulty workmanship or design;
 - Loss or damage as a result of any **Building** alterations, renovations or repairs;
 - Loss or damage specifically excluded from cover under Section 1, or General Exclusions of this **Policy**.
-
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.
- Loss or damage which is excluded under section 19, as above;
 - 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 £5,000 in respect of theft by the **Tenant**.
 - Any amount exceeding £5,000 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**.

If at the time of any loss or damage, the **Buildings Claim Limit** is not enough to reconstruct **Your Buildings** **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of **Premium** which has arisen as a result of the shortfall in the **Claim Limit**. For example, if the premium **You** have paid for **Your Buildings** insurance is equal to 75% of what **Your** premium would have been if **Your Buildings Claim Limit** was enough to reconstruct **Your Buildings**, then **We** will pay up to 75% of any claim made by **You**. If however the correct **Claim Limit** is shown to exceed our acceptance terms and criteria **We** may refuse to pay **Your** claim.

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

X 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 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** (**You** may be able to claim under peril 13, if shown as being included on **Your Schedule**);
 - 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** (**You** may be able to claim under peril 13, if shown as being included on **Your Schedule**).

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 2 - landlords contents (continued)

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

✓ What is covered

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

10. Up to 20% of the **Claim Limit** for **Landlords Contents** towards the cost of alternative accommodation incurred by **You** as a result of the **Buildings** becoming **Uninhabitable** following loss or damage caused by and of the perils listed in Section 2 of this **Policy**.

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.

X What is not covered

- d) Loss or damage arising from faulty or defective workmanship, designs or materials;
- e) Normal **Settlement**, shrinkage or expansion;
- f) Loss or damage that originated prior to the commencement of this insurance;
- g) 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;
- h) 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**.

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

- a) Any costs exceeding an amount equal to 20% of the **Landlords Contents Claim Limit**, unless stated otherwise in **Your Schedule**.
- b) Any costs incurred outside of a 12 month period from the date the **Landlords Contents** were damaged or destroyed, unless stated otherwise in **Your Schedule**;
- c) Any claim where loss or damage under Section 2 of this **Policy** has not been accepted by **Insurers**.

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

Section 2 - landlords contents (continued)

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

✓ What is covered

12. Employee's Liability – If **You** employ people permanently to work directly in connection with the insured **Property We** will cover You, up to £5,000,000, for any costs **You** are legally obliged to pay if they are accidentally injured, die or become ill during the course of their work for **You**. This cover applies anywhere in the world as long as **Your** employees were appointed in the United Kingdom, the Isle of Man or the Channel Islands. If you make a claim under this part of **Your Policy**, we won't ask you to pay an **Excess**.

X What is not covered

a) Loss, damage or injury as a result of **Your** failure to adequately maintain the **Property** in a good state of repair.

Additional cover

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

13. **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.

- a) Loss or damage specifically excluded from cover under Section 2 or General Exclusions of this **Policy**;
- b) Loss or damage caused by normal wear and tear;
- c) Loss or damage caused by **Vermin**, fungus or atmospheric or climatic conditions;
- d) Loss or damage caused by cleaning or making repairs; or alterations;
- e) Loss or damage caused by pets;
- f) Loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more;
- g) Loss or damage as a result of mechanical or electrical breakdown.

14. **Accidental Damage** including malicious damage and theft by **Tenant** to the **Landlords Contents** in addition to the perils listed in paragraphs 1 to 9 of this section.

- a) Loss or damage which is excluded under section 13, as above;
- b) 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);
- c) Any loss or damage which is insured by a policy issued to the **Tenant**;
- d) Any amount exceeding £1,000 in respect of theft by the **Tenant**;
- e) Any amount exceeding £5,000 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 Contents 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.

If, at the time of any loss or damage, the **Landlords Contents Claim Limit** is not enough to replace the entire **Landlords Contents** in **Your Property** as new, **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **Claim Limit**. For example, if the premium **You** have paid for **Landlords Contents** insurance is equal to 75% of what **Your** premium would have been if the **Landlords Contents** sum insured was enough to replace the entire **Landlords Contents** of **Your** home as new, then **We** will pay up to 75% of any claim made by **You**. If, however the correct **Claim Limit** is shown to exceed our acceptance terms and criteria **We** may refuse to pay **Your** claim.

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.

X What is not covered

We cover **Your Landlords Contents** against loss or damage caused by the following Insured Perils:

- 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:
 - a) Any mechanically propelled vehicle other than a private garden vehicle operated within **Your Property**;
 - b) Any power-operated lift;
 - c) Any aircraft or watercraft;
 - d) A caravan whilst being towed;
 - e) 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** all the information **We** ask for about the claim eg, 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

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- Fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your Policy**;
- Fails to reveal or hides a fact likely to influence the cover **We** provide;
- Makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- Sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- Makes a claim under the **Policy**, knowing the claim to be false or fraudulent in any way; or
- Makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this **Policy** or return any **Premium** to **You** and **We** may cancel **Your Policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

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 60 days unless the **Property** has been placed on the market for sale, in which case **You** must notify Simple Landlords immediately.

General conditions - applicable to all sections of this policy continued

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 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) Loss or damage as a 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.
- 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) Loss or damage as a direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 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) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **Policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this **Policy**, Computer Virus shall mean 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.
- 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 claims

Customer Relations Team

PO Box 1193

Doncaster

DN1 9PW

Tel: 0344 854 2072

Email: customer.relations@urisgroup.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,
London,
E14 9SR

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

Email: complaint.info@financial-ombudsman.org.uk

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

If **You** have purchased the insurance **Policy** online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme (FSCS)

Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). In the very unlikely event that Ageas was to go bust, **Your** insurance **Policy** would still remain valid in the event that **You** needed to make a claim. For more details about the scheme visit www.fscs.org.uk or telephone 0800 678 1100 or 020 7741 4100.

AGEAS INSURANCE LIMITED PRIVACY NOTICE

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share and store your information. For our full Privacy policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by thedpo@ageas.co.uk

Your insurance broker will have their own uses for your personal data. Please ask your insurance broker if you would like more information about how they use your personal information.

Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information) such as details regarding your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us information about someone else, you would have confirmed that you have their permission to do so.

Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep your information for as long as necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy policy.

Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our reasons.

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.

simple | landlords

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