

Nov 2018

# Residential Property Owners

Policy



Administered by Simply Business

**CO**  
**vea** Insurance

Thank you for choosing Covéa Insurance.

This is **your** Residential Property Owners Policy. It sets out the details of **your** insurance contract with Covéa Insurance.

**Your** premium has been calculated upon the information shown in the Policy **schedule** and recorded in **your** statement of fact.

Please read the Policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact Simply Business if **you** have any questions or if **you** wish to make any adjustments.

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# Contact Numbers

## Claims

### Claims Helpline 0333 207 0560

If **you** wish to make a claim please contact:

Simply Business Claims Team  
PO Box 76  
Cardiff  
CF11 1JX

Alternatively notify Simply Business at:

E: [simplybusiness@cl-uk.com](mailto:simplybusiness@cl-uk.com)  
T: 0333 207 0560

Provide Simply Business with full details of **your** claim as soon as possible after the event and always within 30 days.

Immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.

Take all steps necessary to reduce further loss, damage or injury.

See pages 33-36 for full details of how to make a claim and how **we** settle **your** claim.

Please have **your** policy number to hand when phoning.

In the event of **you** wishing to make a claim **you** must follow the procedures **we** have detailed in this policy, failing which **we** will not be liable for **your** claim.

## Business Legal Helpline

As a Covéa Insurance policyholder should **You** require advice on any Business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone 0161 603 2203 and quote **Your** policy number shown on **Your** policy Schedule. Advice given to **You** will be confirmed in writing where necessary.

# Meaning of Words

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

## Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

## Bodily injury

Death, illness, injury or disease.

## Buildings

The **property** and its permanent **fixtures and fittings** and the following if they form part of the **property** and are owned by **you** or for which **you** are legally responsible:

- central heating fuel tanks and meters (but not the contents of the meter);
- cesspits and septic tanks;
- drives, fences, gates, hedges, lampposts paths, patios, railings, terraces and walls;
- fitted carpets, laminate, vinyl and wooden floor coverings;
- fixed hot tubs and jacuzzis;
- greenhouses and sheds;
- hard tennis courts, fountains, ornamental ponds and sunken swimming pools;
- wind turbines and solar panels permanently fixed to the **property**;

all situated at the risk address shown on **your schedule**.

**Buildings** does not include land, plants, shrubs and trees.

## Contents

- appliances;
- furniture and furnishings;
- household goods;

all belonging to **you** as property owner for the use of **your tenant** whilst at the address specified on the **schedule**.

**Contents** does not include:

- aircraft, bicycles, caravans, motor vehicles, trailers, watercraft and their accessories;
- any part of the structure, decorations or **fixtures and fittings**;
- documents and money;
- property and tools used for business purposes;
- property belonging to the **tenant**;
- property in the open;
- property stored by **you** in the **property** that is not for the use of **your tenant**.

## Employee

Any person employed by **you** as property owner undertaking clerical work, maintenance, repairs or decorations in connection with the **buildings** covered by this policy.

# Meaning of Words

*continued*

## Endorsement

Any change made to the terms of the policy or the acceptance of the insurance cover provided which will be shown on **your schedule**.

## Excess

The amount set out in the **schedule** or specified in the relevant section of this policy, which is the first part of the claim which **you** will be responsible for.

There are three types of **excess** as follows:

- policy **excess**: This is the standard **excess** which is applied to all policies and forms part of the policy terms.
- voluntary **excess**: This is selected by **you** and applied in addition to the policy and compulsory **excess**.
- compulsory **excess**: Applied by **us**.

## Fixtures and fittings

- boilers, central heating equipment, ducts, fires, fixed pipes, storage heaters and tanks;
- built-in domestic appliances, furniture and kitchen units;
- cables, light fittings, switches and wires;
- fitted aerials, masts and satellite receiving equipment;
- fixed glass and sanitary ware.

## Period of insurance

The period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

## Premises

The **buildings** and the land within the boundary belonging to them.

## Property

The private dwelling and its garage(s) and permanent outbuildings (if shown on the title deeds) all at the address shown on **your schedule** and used for domestic purposes only.

Unless described differently by an **endorsement** to this policy, the private dwellings, garages and permanent outbuildings must be:

- built of brick, stone or concrete;
- roofed with slates, tiles, concrete or metal and not more than 50 % of the total external roof area either felt covered or flat.

## Redecoration

- external window replacement;
- internal joinery and plastering;
- internal painting, decorating and tiling;
- installation, repair or replacement of **fixtures and fittings**.

# Meaning of Words

*continued*

## Rent

The amount paid or payable to **you** for the use of the **property** and its services as stated in the tenancy agreement.

## Schedule

The document which gives the details of the cover **you** have.

## Tenant

The person or persons legally occupying the **property** as named in the tenancy agreement.

## Unfurnished

Without enough furniture and furnishings for normal living purposes.

## Unoccupied

Whenever the whole or any self-contained part of the **property** is without a **tenant** for more than 60 consecutive days.

## We, us or our

Covea Insurance plc.

## You or your

The person or people shown in **your schedule** as the insured.

# Customer Information

## Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277.

**Your** policy is administered by Simply Business, which is a trading name of Xbridge Limited. Registered in England and Wales No. 03967717. Registered office: 99 Gresham Street, London, EC2V 7NG.

Xbridge Limited are authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 313348.

**You** can check the Firm Reference Number on the Financial Services Register by visiting the Financial Conduct Authority's website [www.fca.org.uk/register](http://www.fca.org.uk/register).

## Financial Services Compensation Scheme (FSCS)

**We** and Simply Business are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if either **we** or Simply Business cannot meet **our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU  
Telephone: 0207 741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Website: [www.fscs.org.uk](http://www.fscs.org.uk).

## How We Use Your Information

Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

**We** may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:



# Customer Information

*continued*

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

## How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

## Marketing

**We** will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

## Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

**We** may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

# Customer Information

*continued*

## Automated Decisions

**We** may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

## How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer , Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk).

## Complaints Procedure

**We** and Simply Business will always endeavour to provide the highest level of customer service to **you**.

### Simply Business's Procedure

If **you** feel that they have failed to maintain the highest level of customer service to **you** then this document outlines the procedure they will use to promptly and fairly deal with any issue **you** raise. Providing **you** with a copy of

this procedure before they have had an opportunity to carry out an investigation does not infer any liability on their part.

Please note that Simply Business record and monitor all complaints centrally to ensure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

### What to do next

**You** may register **your** complaint by e-mail, in writing, by telephone or in person but whichever method of communication **you** choose Simply Business will give each the same level of importance.

E-mail: [contact@simplybusiness.co.uk](mailto:contact@simplybusiness.co.uk)  
or visit: [www.simplybusiness.co.uk/complaints](http://www.simplybusiness.co.uk/complaints)

### Customer Services

Simply Business  
Sol House  
29 St Katherine's Street  
Northampton NN1 2QZ  
T: 0330 014 6683

### What Simply Business need to know

Simply Business need **you** to help them by summarising the problem, policy(ies) affected and the resolution **you** expect. Please ensure whenever possible that **you** quote any customer reference number.

### What Simply Business will do

Simply Business's complaint investigation will follow the rules and guidelines of the Financial

# Customer Information

*continued*

Conduct Authority. The minimum standard **you** should expect from Simply Business is as follows:

- If Simply Business resolve **your** complaint by the close of 3 business days, **you** will receive a summary resolution communication in writing. This response will include:
  - the fact that a complaint was made and is now considered resolved either by accepting the complaint and offering redress or rejecting the complaint with a full explanation of reasons; and
  - information about the Financial Ombudsman Service, including the website address and possible right of referral.
- Should Simply Business be unable to resolve **your** complaint at the 3 business day stage, Simply Business will escalate this to a formal complaint stage. Simply Business will notify **you** with an acknowledgement letter, outlining timescales and who will be handling your complaint.
- Simply Business will send **you** a final response letter within 8 weeks of receipt of the complaint. This will either:
  - accept the complaint and offer redress or remedial action where appropriate; or
  - offer redress or remedial action without acceptance of the complaint; or
  - reject the complaint and give reasons; and
  - enclose information about the Financial Ombudsman Service including a copy of

the Financial Ombudsman Service’s standard explanatory leaflet, website address and possible right of referral.

## Complaints concerning insurers

If **your** complaint concerns an insurer, Simply Business will make sure the full details of **your** complaint are passed to them, in order to respond within 3 business days.

## Covéa Insurance’s Procedure

If the complaint concerns **us** Simply Business will make sure **your** complaint is passed to **us** in order to respond to **you** quickly. However, if **you** wish to contact **us** directly please use the following details.

**Our** contact details are:

Customer Relations

Covéa Insurance

Norman Place

Reading RG1 8DA

Telephone: 0330 221 0444

Email:

[customer.relations-rdg@coveainsurance.co.uk](mailto:customer.relations-rdg@coveainsurance.co.uk)

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **our** leaflet “Complaints Procedure” which is available on request or may be downloaded from **our** website at [www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints)

## If you remain dissatisfied

**You** may be an eligible complainant within the rules of the Financial Ombudsman Service.

# Customer Information

*continued*

Their jurisdiction covers these matters other than for organisations whose turnover or net assets are greater than €2 million and have fewer than 10 employees.

This means should **you** remain dissatisfied with Simply Business's summary resolution communication or the final response letter, or more than 8 weeks have passed since the receipt of **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service.

E-mail:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

or visit:  
[www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm)

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Tel: 0800 023 4567 or 0300 123 9123

## How to Cancel Your Policy

If **you** do not want to accept the Policy **you** have the right to cancel it within 14 days from the date of purchase of **your** Policy or the day **you** receive **your** Policy documentation, whichever is later. To do this **you** must return the Policy documentation to Simply Business when giving **your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **we** will refund the premium for the exact number of days left on the Policy, less any additional charge per

Simply Business's Terms of Business. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**. **We** will also do this if **you** want to cancel the Policy within 14 days after the renewal date. **You** may cancel the Policy at any other time by contacting Simply Business.

If **you** cancel **your** Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium. If **you** have a Loan Agreement with **us**, all outstanding monies must be paid to **us** as described in **your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **period of insurance**, **we** will refund the premium for the exact number of days left on the Policy, less any additional charge per Simply Business's Terms of Business.

## Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **we** agree in writing with **you** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **you** have **your** principal residency. If there is any dispute, the law of England and Wales shall apply.

# Introduction

Each section of this Policy, the **schedule** and any **endorsements**, together with this Introduction, Customer Information and the Meaning of Words, Conditions and Exceptions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **schedule**, and Policy **endorsements**, or this Introduction, the Customer Information and the Meaning of Words, Conditions and Exceptions shall have the same meaning throughout the Policy unless we state otherwise
2. an individual section or any section **endorsements** shall only have the same meaning throughout such section or **endorsement** unless we state otherwise.

Any such word or expression given a specific meaning shall be highlighted in bold text within the Policy Booklet.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, we will indemnify **you**, subject to the terms contained in or endorsed on the Policy, in respect of loss damage or liability or pay other benefits which fall within the operative sections of this Policy, provided that the loss, damage or injury which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the business.

The **schedule** shows the sections of the Policy that are operative.

## IMPORTANT

This Policy is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this Policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or statement of fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** Policy may not be valid or the Policy may not cover **you** fully or at all.

**You** must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** Policy may not be valid or the Policy may not cover **you** fully or at all.

**You** should keep a written record (including copies of letters) of any information **you** give **us** or Simply Business.

# Conditions

**You** must comply with these conditions. They control the operation of the policy cover.

## 1. Taking Care

**You** must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the **property** which is covered by this insurance.

## 2. Alteration in Risk

**You** or **your** broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this Policy, which materially affects the risk of injury, loss, damage or liability which would fall within the Policy cover. This includes but is not limited to alterations to the business or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the Policy in accordance with Condition 15 (Our Rights to Cancel the Policy).

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus insurance premium tax. If an alteration creates a lower premium, **we** will refund any difference, except for the first **£10** or any difference which is less than **£10** plus insurance premium tax, which will be retained to cover administrative costs.

For example **we** need to know:

- (a) of a change of risk address;
- (b) if the **property** becomes **unoccupied** or **unfurnished**;
- (c) if the **property** is let to the Local Authority or Council or a Housing Association or a Charitable Organisation;
- (d) if the **property** is occupied by more than 6 unrelated **tenants**;
- (e) if the terms and/or conditions of the tenancy agreement relating to the **property** are changed;
- (f) if the **property** is being used for business or professional purposes, other than for the purpose of letting;
- (g) if the **property** is undergoing structural alteration, structural repair, restoration or renovation;
- (h) if the **property** is not in a good state of repair;
- (i) if the rebuilding cost of the **property** or the replacement values of the **contents** exceed the sums insured shown in **your schedule**;
- (j) if **you** are convicted of or receive a police caution for any offence other than driving offences.
- (k) if **you** have been declared bankrupt or are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or entered into an Individual Voluntary Arrangement (IVA);

- (l) if any of the information provided and recorded in the statement of fact has changed.

If **you** fail to tell **us** about an alteration in risk, **we** may:

- (a) terminate the Policy back to the date when the alteration occurred, if **we** would have cancelled the Policy had **you** told **us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the Policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the Policy had **you** told **us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **we** elect to proportionately reduce the amount payable in respect of a claim, **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** told **us** about the alteration in risk. For example, if the premium which **you** actually paid is **70%** of the premium **we** would have charged, **we** will only pay **70%** of any claim.

### 3. Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **you** first take out this Policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **us** in a way which is not clear and accessible.

**We** may avoid this Policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **we** would not have entered into this Policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this Policy **we**:

- (c) shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (d) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (e) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the Policy is treated as not having existed or require **you** to repay such claims.

# Conditions

*continued*

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this Policy, or agreed to make changes to your cover on different terms had **you** made a fair presentation of the risk, **we** may:

- (i) proportionately reduce the amount payable in respect of a claim; and/or
- (ii) treat the Policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the Policy had **you** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the Policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim, **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is **70%** of the premium **we** would have charged, **we** will only pay **70%** of any claim.

Where this Policy provides benefits to individuals who would, if they had taken out

similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

## 4. Fraudulent Claims

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- (a) will not pay the claim;
- (b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- (c) may notify **you** that **we** are treating this Policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this Policy as having terminated, **you** will have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.



Where a fraudulent claim is made by or on behalf of a person who is not the Insured, this condition applies only to that person's claim and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, damage or injury

## 5. Untenanted Property

Whenever the **property** is untenanted for more than 14 consecutive days then **you** must:

- (a) Inspect the **property** internally at least once a week.
- (b) During the months of October to March inclusive turn off the water at the mains and drain the system or leave the central heating system in full operation to maintain a minimum temperature of at least 10° Celsius throughout the **property**.
- (c) Put all security devices for securing external doors, windows and fanlights into full and effective operation.

## 6. Unoccupancy

If **you** know that **your property** is not going to be lived in by a **tenant** for more than 60 days in a row, **you** must advise Simply Business immediately, in order to provide **us** with the opportunity to review the risk.

When **your property** is not lived in by a **tenant** for more than 60 days in a row **we** will regard **your property** as **unoccupied**. In these circumstances **we** will not provide full cover as stated under Section A – Buildings and Section B – Contents and the stated restrictions under these sections will apply.

Regular visits to the property externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute occupancy of the **property** and the restrictions on the policy will apply.

Following a claim where liability has been accepted by **us** under the policy, when **your property** is uninhabitable and remains **unoccupied** for more than 60 days, the unoccupancy restrictions stated in the policy will not apply.

## 7. Building work

If **you** are planning to have any structural alteration, structural repair, restoration, renovation or any building work undertaken at **your property**, for example demolishing walls or adding an extension, **you** must tell Simply Business about any plans at least 7 days before

# Conditions

*continued*

the work commences. **We** will then assess the risk and provide any terms to the policy **we** deem necessary.

**We** will not pay any claim for loss or damage whilst the building work is taking place, without prior agreement.

**You** do not need to inform Simply Business if **you** are undertaking **redcoration**.

## 8. Other Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

## 8. Joint Insured

If more than one insured is named on the **schedule**, any named insured may amend the policy, submit a claim or discuss an existing claim with **us**.

If an insured named on the **schedule** is to be removed, **we** will only accept authority from the person being removed, or by a court order or written agreement from the insured's personal representative.

## 10. Personal Representatives

If **you** die **we** will continue this insurance for the interest of **your** personal representatives for the rest of the current **period of insurance** provided that they:

- (a) Advise **us** as soon as possible of **your** death.
- (b) Fulfil, observe and be subject to all the terms of this policy as far as they can apply.

## 11. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

## 12. Maintenance/ Safety Requirements

As the landlord of a residential property **you** have a duty of care to **your tenant** and are required to comply with relevant Health and Safety legislation. It is a condition of this policy that **you** adhere to all relevant legislation.

## 13. Claims

It is a condition precedent to **our** liability that when circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- provide Simply Business with full details of **your** claim as soon as possible after the event and always within 30 days;
- tell the local police as soon as **you** become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you**;

- take all reasonable steps to recover any property which has been lost;
- send **us** at **our** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you**.

**You** must not:

- pay, offer or agree to pay any amount or admit responsibility without **our** permission;
- abandon any property to **us** unless **you** have **our** permission;
- carry out any permanent repairs or dispose of any damaged items until **we** have been given the opportunity to inspect the damage.

**We** will not pay any claims under this policy unless **you** have kept to the above conditions.

**We** may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against **you** or at **our** own expense, take legal action in **your** name to get back any payment **we** have made under this policy.

For further information please refer to "How to make a claim" on page 33 and "How we settle your claim" on pages 34 to 36.

## 14. Our Rights to Cancel the Policy

**We** or any agent appointed by **us** and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

1. not
  - (a) paying a premium when it is due
  - (b) co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the Policy or **our** ability to defend **our** interests
  - (c) exercising **your** duty of care as required under the Taking Care condition in the Conditions section of this Policy Booklet, and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** latest address.
2. use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** Policy, **we** will refund the premium for the exact number of days left on the Policy plus the prevailing rate of Insurance Premium Tax as stated on **your** Policy schedule.

If a claim has been submitted or there have been any incidents likely to give rise to a claim

# Conditions

*continued*

during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with **us** to pay for **your** insurance, outstanding monies may be owed when **your** Policy is cancelled. They must be paid to **us** as described in **your** Loan Agreement.

For **your** rights to cancel the Policy please refer to Customer Information “How to Cancel Your Policy” section of this Policy Booklet.

## 15. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this Policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, damage or liability

where **we** will pay for claims in respect of which **you** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage or liability which occurred.

Exceptions are the events, liabilities or property **we** do not cover under the policy.

**We** will not pay for:

## 1. War Risks

Any loss, damage, **bodily injury** or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

## 2. Radioactive Contamination

Any expense, loss, **bodily injury**, liability or damage to any property directly or indirectly caused by, contributed to or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

## 3. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly caused by a sudden and unforeseen and identifiable incident occurring during the **period of insurance**.

## 4. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

## 5. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

## 6. Deliberate Acts

Loss, damage, **bodily injury** or liability caused deliberately, maliciously, wilfully, recklessly or through the criminal act of **you** or **your employees**.

Where loss or damage is caused by **tenants** or guests the most **we** will pay is £5,000 less any amount recoverable from any security deposit lodged by the **tenant**.

Under Loss of Rent and Alternative Accommodation where loss or damage is caused by malicious acts by **tenants** or guests the most **we** will pay is £5,000 or three months **rent**, whichever is the less.

# Exceptions

*continued*

## 7. Business Property and Legal Liability

- (a) loss or damage to any property owned by, held in trust or primarily used for any business, trade or profession other than as property owner.
- (b) any legal liability arising directly or indirectly from any business, trade or profession, other than as property owner.

## 8. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **property**.

## 9. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;
- (b) computer viruses.

## 10. Reduction in Value

Any reduction in market value following repair or replacement paid for under this policy.

## 11. Events Before the Policy Started

Any loss, damage, **bodily injury** or liability arising out of any accident or incident that happened before this policy started.

## 12. Terrorism

Liability, loss, damage, cost or expense caused directly or indirectly by an act of terrorism.

For the purpose of this exception an act of terrorism means preparing, threatening or actually using biological, chemical and/or nuclear force.

## 13. Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually.

## 14. General Exceptions

Any loss, damage or liability caused by or arising from:

- the **property** undergoing demolition, structural alteration, structural repair, restoration, renovation or any building work
- a lack of maintenance;
- faulty design or workmanship or the use of faulty materials;
- any process of cleaning, drying, dyeing, heating or washing;
- insects, parasites, foxes, mice, pigeons, rats and squirrels, fungus or mildew;
- pets or domestic animals
- atmospheric or climatic conditions or frost (except as covered by Section A – Buildings paragraph 11 Frost Damage).

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
Loss or damage to <b>buildings</b> caused by:	<ul style="list-style-type: none"> <li>The <b>excess</b> which is shown on <b>your schedule</b>.</li> <li>Anything listed under Exceptions on Pages 19-20.</li> </ul>
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious Acts. Where loss or damage is caused by legal <b>tenants</b> or guests the most <b>we</b> will pay is £5,000 less any amount recoverable from any security deposit lodged by the <b>tenant</b> .	Loss or damage caused while the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b> .
5. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> <li>to gates, hedges and fences;</li> <li>caused by rising ground water levels;</li> <li>caused by frost.</li> </ul> The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of storm or flood.
6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;  (b) Domestic heating fuel escaping from any fixed domestic heating installation.	Loss or damage caused: <ul style="list-style-type: none"> <li>while the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>by the escape of water from guttering, rainwater down pipes, roof valleys and gullies;</li> </ul>

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p>Following damage insured by (a) and (b) above <b>we</b> will pay the costs <b>you</b> incur in locating the source of the damage and subsequently making good up to £5,000.</p>	<ul style="list-style-type: none"><li>• by subsidence, heave or landslip;</li><li>• by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on;</li><li>• by the inadequacy or absence of appropriate sealant or grout;</li><li>• to the domestic water or heating installation and repairs to the pipes unless caused by freezing.</li></ul> <p>The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of leakage of water from pipes or drains.</p>
<p><b>7.</b> Theft or attempted theft, following forcible and violent entry to or from the <b>property</b>. Where loss or damage is caused by legal <b>tenants</b> or guests, the most <b>we</b> will pay is £5,000.</p> <p>It is condition precedent to the <b>Insurer's</b> liability that the <b>Insured</b> or their managing agents acting on their behalf shall in each instance</p> <p><b>(a)</b> Obtain and retain written and verified references for all new residential <b>Tenants</b> or prospective residential <b>Tenants</b> or <b>Tenants</b> in residence for less than a year from their current employer or sponsor or former landlord and produce such written references which will be made available to the Insurer upon request in the event of a claim under this cover</p> <p><b>(b)</b> Obtain and retain a formal photo ID of any new tenant</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"><li>• by persons lawfully on the premises except for the limited cover provided for loss or damage caused by legal <b>tenants</b></li><li>• while the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li></ul>



Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>8.</b> Collision or impact with:</p> <ul style="list-style-type: none"> <li>(a) aircraft or other aerial devices or items dropped from them;</li> <li>(b) vehicles or animals;</li> <li>(c) falling trees or branches;</li> <li>(d) lampposts or telegraph poles.</li> </ul> <p><b>We</b> will also pay the cost of removing trees or branches if they have caused damage to the <b>buildings</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• to hedges, gates or fences unless the <b>property</b> is damaged at the same time and by the same cause;</li> <li>• by felling, lopping or topping of <b>your</b> trees.</li> </ul> <p>The cost of removing the part of the tree that is still below ground.</p>
<p><b>9.</b> Falling aerials (including satellite receiving equipment), their fittings and masts and wind turbines permanently fitted to the <b>property</b>.</p>	<p>Loss or damage caused to the installation.</p>
<p><b>10.</b> Subsidence or ground heave of the site that the <b>buildings</b> stand on or landslip.</p>	<p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li>• coastal or river erosion;</li> <li>• the movement of solid floor slabs unless the foundations beneath the external walls of the <b>property</b> are damaged at the same time and by the same cause;</li> <li>• the bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion;</li> <li>• the action of chemicals or chemical reaction.</li> </ul> <p>Damage:</p> <ul style="list-style-type: none"> <li>• to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the <b>property</b> is damaged at the same time and by the same cause;</li> <li>• that is covered under a National House Building Council warranty, or other similar guarantee or insurance policy.</li> </ul>

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
The following covers are also included in this Section	
<p><b>11. Frost Damage</b> Frost damage to interior fixed domestic water or heating installations in the <b>property</b>.</p>	<p>Damage caused while the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>12. Glass, Sanitary Ware and Ceramic Hobs</b> Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass, solar panels and sanitary ware all forming part of the <b>property</b>.</p>	<p>Breakage caused while the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>13. Cables, Pipes and Tanks</b> <b>Accidental damage</b> for which <b>you</b> are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the <b>property</b>.</p>	<p>The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.</p>
<p><b>14. Professional Fees and Additional Costs</b> Following damage insured by Section A – Buildings and incurred as a direct result of the loss or damage to the <b>property</b> with <b>our</b> consent, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• the costs of complying with any government or local authority requirement;</li> <li>• fees to architects, surveyors and consulting engineers;</li> <li>• legal fees;</li> <li>• the cost of clearing the site and making it and the <b>property</b> safe.</li> </ul>	<p>Costs or fees for preparing and handling a claim under this section. Costs of complying with requirements that <b>you</b> were given notice of before the damage occurred. Costs for undamaged parts of the <b>buildings</b> except the foundations of the damaged parts.</p>

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>15. Loss of Rent and Alternative Accommodation</b></p> <p>If <b>your property</b> is uninhabitable due to damage insured by this section <b>we</b> will pay for:</p> <ul style="list-style-type: none"><li>• <b>rent</b> which should have been paid to <b>you</b>;</li></ul> <p>or</p> <ul style="list-style-type: none"><li>• the reasonable extra cost of similar alternative accommodation for the <b>tenant</b>;</li></ul> <p>until the <b>property</b> is fit for habitation again.</p> <p>The most <b>we</b> will pay is 35 % of the <b>buildings</b> sum insured by this section unless loss or damage is caused by malicious acts by legal <b>tenants</b> or guests whereby the most <b>we</b> will pay is £5,000 or three months <b>rent</b>, whichever is the less.</p>	
<p><b>16. Moving property</b></p> <p>If <b>you</b> are selling the <b>property</b> and the buyer has not arranged their own insurance, the buyer will have the benefit of Section A – Buildings between exchange of contracts or conclusion of missives, and the completion date, providing the buyer completes the purchase.</p> <p><b>You</b> and the buyer must keep to the terms and Conditions of this policy.</p>	

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>17. Emergency Access/Landscape Gardens</b> Loss or damage to the <b>buildings</b> or landscaped gardens or grounds within <b>your premises</b> caused by a member of the emergency services breaking into the <b>property</b> to :</p> <ul style="list-style-type: none"><li>• prevent loss or damage to <b>your property</b>;</li><li>• rescue <b>your tenants</b>.</li></ul> <p>The most <b>we</b> will pay is £1,000.</p>	<p>Damage caused by the police in the course of criminal investigations.</p>
<p><b>18. Replacement of Locks</b> Costs incurred as a result of the necessary replacement of locks at the <b>property</b> following theft of keys from <b>you</b>. The most <b>we</b> will pay is £1,000.</p>	
<p><b>19. Unauthorised use of Electricity Gas or Water</b> The cost of metered electricity, gas or water for which <b>you</b> are legally responsible arising from its unauthorised use by persons taking possession or occupying the <b>property</b> without <b>your</b> authority. Provided that <b>you</b> shall take all practical steps to terminate such unauthorised use as soon as it is discovered. The most <b>we</b> will pay is £1,000.</p>	

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>20. Contract Works</b></p> <p>The insurance by each Item on <b>Buildings</b> extends to include Contract Works in respect of any contract for which <b>You</b> are responsible under the terms of the contract provided that this cover does not apply to Contract Works in so far as it is otherwise insured.</p> <p><b>Our</b> liability will not exceed £100,000 in any one <b>Period of Insurance</b>.</p>	
<p><b>21. Legal Expenses for the Eviction of Squatters</b></p> <p><b>We</b> will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for <b>You</b> with <b>Our</b> prior written agreement in any civil action to evict anyone in the Property Insured who does not have <b>Your</b> permission to be there.</p> <p>All legal proceedings will be dealt with by a Court or other body that <b>We</b> agree to within the United Kingdom, Channel Islands or Isle of Man.</p> <p>The maximum <b>We</b> will pay in any one <b>Period of Insurance</b> is £2,500</p>	<p><b>We</b> will not pay costs and expenses</p> <ul style="list-style-type: none"><li>• for any dispute where the cause of the action arises within 90 days of the inception date of this Clause under this policy</li><li>• for any dispute where the cause of the action involves <b>Your tenant</b></li><li>• for any dispute which is recoverable under a separate Legal protection policy</li><li>• for payment of fines penalties compensation or damages arising in the course of removal or eviction</li><li>• more specifically insured elsewhere.</li></ul>

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>22. Property Owners Liability</b></p> <p>Compensation, legal costs and expenses which <b>you</b> (or if <b>you</b> die <b>your</b> personal representatives) legally have to pay to someone else in respect of accidental:</p> <ul style="list-style-type: none"><li>• <b>bodily injury</b>; or</li><li>• loss or damage to property</li></ul> <p>happening during the <b>period of insurance</b>, which arises out of:</p> <p><b>(a) you</b> owning but not occupying the <b>buildings</b> and their land;</p> <p>or</p> <p><b>(b) your</b> previous ownership of any private property under Section 3 Defective Premises Act 1972.</p> <p><b>We</b> will also pay <b>your</b> costs and expenses incurred with <b>our</b> written consent in connection with defending such claim.</p> <p>The most <b>we</b> will pay (inclusive of claimants and <b>your</b> legal costs and expenses agreed by <b>us</b> in writing) for any one incident is specified on <b>your schedule</b>.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"><li>• any contract or agreement that says <b>you</b> are liable for something which <b>you</b> would not otherwise have been liable for;</li><li>• the occupation of the <b>buildings</b>;</li><li>• any business or professional use of the <b>buildings</b> other than in <b>your</b> capacity as owner of the <b>property</b>.</li></ul> <p>Liability for <b>bodily injury</b> to <b>you</b> or an <b>employee</b>.</p> <p>Damage to property belonging to <b>you</b> or for which <b>you</b> are responsible.</p>

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>23. Accidental Damage</b></p> <p>This cover only applies if <b>you</b> have selected it and it is shown on <b>your schedule</b>.</p> <p><b>Accidental damage</b> to the <b>buildings</b>.</p>	<p>Any loss or damage which <b>we</b> have indicated that <b>we</b> will not pay for under paragraphs 1-10 of Section A – Buildings.</p> <p>Damage to hot tubs and jacuzzis.</p> <p>Damage occurring whilst the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• structural movement, settlement, shrinkage;</li><li>• water coming into the <b>property</b> irrespective of how this may have occurred other than as stated under paragraphs 5 Storm and flood and 6 escape of water of Section A – Buildings.</li></ul>

# Policy Cover

## Section B – Contents

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
Loss or damage to <b>contents</b> caused by:	<ul style="list-style-type: none"><li>The <b>excess</b> which is shown on <b>your schedule</b>;</li><li>Anything listed under Exceptions on page 19-20.</li></ul>
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious acts.	Loss or damage caused: <ul style="list-style-type: none"><li>by <b>tenants</b> or guests;</li><li>while the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li></ul>
5. Storm or flood.	Loss or damage caused by: <ul style="list-style-type: none"><li>rising ground water levels;</li><li>frost.</li></ul> The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of storm or flood.
6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;  (b) Oil escaping from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"><li>caused while the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li><li>caused by the escape of water from guttering, rainwater down pipes, roof valleys and gullies;</li></ul>



Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>7.</b> Theft or attempted theft following forcible and violent entry to or from the <b>property</b>.</p> <p>Where loss or damage is caused by legal <b>tenants</b> or guests, the most <b>we</b> will pay is £5,000.</p> <p>It is condition precedent to the <b>Insurer’s</b> liability that the <b>Insured</b> or their managing agents acting on their behalf shall in each instance</p> <p><b>(a)</b> Obtain and retain written and verified references for all new residential <b>Tenants</b> or prospective residential <b>Tenants</b> or <b>Tenants</b> in residence for less than a year from their current employer or sponsor or former landlord and produce such written references which will be made available to the Insurer upon request in the event of a claim under this cover</p> <p><b>(b)</b> Obtain and retain a formal photo ID of any new tenant</p>	<ul style="list-style-type: none"> <li>caused by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on;</li> <li>caused by the inadequacy or absence of appropriate sealant or grout.</li> </ul> <p>The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of storm or flood.</p> <p>Loss of damage caused:</p> <ul style="list-style-type: none"> <li>by persons lawfully on the premises except for the limited cover provided for loss or damage caused by legal <b>tenants</b></li> <li>while the <b>property</b> is <b>unoccupied or unfurnished</b></li> </ul>

# Policy Cover

## Section B – Contents

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>8.</b> Collision or impact with:</p> <ul style="list-style-type: none"><li>(a) aircraft or other aerial devices or items dropped from them;</li><li>(b) vehicles or animals;</li><li>(c) falling trees or branches;</li><li>(d) lampposts or telegraph poles.</li></ul>	Loss or damage caused by felling, lopping or topping of <b>your</b> trees.
<p><b>9.</b> We will pay for Falling aerials (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the <b>property</b>.</p>	Loss or damage caused to the installation.
<p><b>10.</b> Subsidence or ground heave of the site that the <b>buildings</b> stand on or landslip.</p>	Damage caused by or resulting from coastal or river erosion.
<p><b>11.</b> Loss of Rent and Alternative Accommodation If <b>your property</b> is uninhabitable due to damage insured by this section <b>we</b> will pay for:</p> <ul style="list-style-type: none"><li>• <b>rent</b> which should have been paid to <b>you</b>;</li></ul> <p>or</p> <ul style="list-style-type: none"><li>• the reasonable extra cost of similar alternative accommodation for the <b>tenant</b>;</li></ul> <p>until the <b>property</b> is fit for habitation again. The most <b>we</b> will pay is 35 % of the <b>contents</b> sum insured by this section.</p>	

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>12. Legal Liability</b></p> <p>Compensation, legal costs and expenses which <b>you</b> legally have to pay to someone else in respect of:</p> <ul style="list-style-type: none"><li>• accidental <b>bodily injury</b>; or</li><li>• <b>accidental damage</b> to property</li></ul> <p>occurring during the <b>period of insurance</b> arising out of your ownership of <b>contents</b> at the <b>property</b>.</p> <p>The most <b>we</b> will pay (inclusive of claimants and <b>your</b> legal costs and expenses agreed by <b>us</b> in writing) for any one incident is specified on <b>your schedule</b>.</p>	<p>Liability arising from:</p> <ul style="list-style-type: none"><li>• <b>bodily injury</b> to <b>you</b> or to an <b>employee</b>;</li><li>• damage to property owned or held in trust by or in the custody or control of <b>you</b>;</li><li>• any contract or agreement that says that <b>you</b> are liable for something which <b>you</b> would not otherwise have been liable for;</li><li>• ownership of any land or building including the <b>property</b>;</li><li>• the ownership, custody, control or use of:<ul style="list-style-type: none"><li>– road vehicles or any other mechanically powered or assisted vehicles except domestic gardening equipment;</li><li>– aircraft, bicycles, caravans, horse boxes, trailers, watercraft and their accessories;</li><li>– animals;</li><li>– firearms.</li></ul></li></ul>

# Policy Cover

## Section B – Contents

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for	We will not pay for
<p><b>13. Accidental Damage</b></p> <p>This cover only applies if <b>you</b> have selected it and it is shown on <b>your schedule</b>.</p> <p><b>Accidental damage</b> to the contents.</p>	<p>Any loss or damage shown as not insured under paragraphs 1-10 of this section.</p> <p>Cost of maintenance or routine decoration.</p> <p>Damage occurring whilst the <b>property</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Damage caused by or arising from chewing, scratching, tearing or fouling of pets.</p>

1. Check the policy booklet and **your schedule** to see which section **you** are covered for.

2. If **you** wish to make a claim please contact:

Simply Business Claims Team  
PO Box 76  
Cardiff  
CF11 1JX

Alternatively notify Simply Business at:

E: [simplybusiness@cl-uk.com](mailto:simplybusiness@cl-uk.com)  
T: 0333 207 0560

Provide Simply Business with full details of **your** claim as soon as possible after the event and always within 30 days.

3. Immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number. Take all steps necessary to reduce further loss, damage or injury.

4. Do not admit fault if **you** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to Simply Business.

Covéa Insurance exchanges information with other companies through various databases to help **us** check the information provided and also prevent fraudulent claims.

Please refer to policy conditions as set out on pages 12-18 and policy exceptions on pages 19-20 of this policy booklet. Please also refer to “How we settle your claim” on this page and pages 34-36.

# How we settle your claim

This section details how **we** settle claims under **your** policy. The most **we** will pay for any one claim is the amount shown on **your schedule** unless a more specific limit applies.

**We** will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** policy are stated:

- In the Conditions.
- In the Exceptions.
- Under “We will not pay for” in the Policy Cover for Section A – Buildings and Section B – Contents.

It is important to ensure that **you** understand the Conditions and Exceptions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make.

## Section A – Buildings

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

1. Immediately before the incident giving rise to the loss or damage:
  - (a) the **buildings** were in a good state of repair and properly maintained;
  - (b) the sum insured shown on **your schedule** was sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the professional fees and additional costs as set in Section A – Buildings, paragraph 15 Professional Fees and Additional Costs.

If **you** do not comply with either of the above **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, make a deduction for wear and tear, refuse to pay **your** claim and/or cancel the policy.

2. The reinstatement or repair is carried out without delay. If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

The most **we** will pay in respect of each incident of loss or damage is the **buildings** sum insured or any other limit shown on **your schedule** or in the policy.

**We** treat each individual item of matching sets, suites, **fixtures and fittings** or other articles of a similar nature, design or colour, as a single item.

# How we settle your claim

*continued*

Claims Helpline  
0330 207 0560

**We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

If a carpet, wooden, laminate or vinyl floor covering is damaged beyond repair **we** will only pay for the damaged carpet or floor covering. **We** will not pay for undamaged carpets or floor coverings in adjoining rooms even if they are the same colour or design.

**We** will automatically reinstate the policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

## Underinsurance

If at the time of damage the total of the sums insured on **buildings** specified in the policy **schedule** is less than 85% of the reinstatement cost of the **buildings** covered by this section **we** shall bear only that proportion of the damage which the total of the sums insured on **buildings** bear to the total reinstatement cost.

## Section B – Contents

**We** will decide whether to settle a claim by either repairing or replacing property or, if **we** cannot repair or replace the property **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

An amount for wear, tear and depreciation will be deducted for clothing and linen.

If at the time of the loss or damage the limit for **contents** shown on **your schedule** is not adequate to replace all the **contents** as new after allowing for wear, tear and depreciation for clothing and linen, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, refuse to pay **your** claim and/or cancel the policy.

The most **we** will pay is the **contents** limit or any other limit shown in **your schedule** or in the policy.

# How we settle your claim

*continued*

**We** treat each individual item of matching sets, suites or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

The limit will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.



## **Covéa Insurance**

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