

Residential Landlord

Insurance Policy





Welcome to your Landlord Insurance Policy

Welcome	Page 3
Definitions	Page 4
Section 1 – Buildings	Pages 5 to 6
Section 2 – Landlords’ Contents	Pages 6 to 7
Section 3 – Landlords’ Legal Liability	Pages 7
General Conditions	Page 8
General Exclusions	Page 8 to 9
Claims Procedure & Conditions	Page 9
Complaints Procedure	Page 9
Regulatory Information	Page 9 to 10

Welcome to your Landlord Insurance Policy

Your Insurers

This insurance is arranged by Simply Business & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Simply Business is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. 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 specified in **Your 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 specified in **Your Schedule**.

Please take time to read the contents of this **Policy** including how to make a claim.

This **Policy** and **Your 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** then please contact Simply Business.

Your right to Cancel

You have the right to cancel this **Policy** within 14 days of the date **you** purchased the **Policy** or when **You** received the **Policy** documents, if this is later. **You** do not need to provide a reason for cancellation, and Simply Business will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the **Policy** after 14 days, Simply Business will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **You** pay for **Your Policy** by monthly instalments **You** must pay the remainder of **Your** monthly instalments or pay the remainder of the annual premium in full.

Cancellation by Us

We may at any time cancel any insurance policy 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:

- Non-payment of premium
- Threatening and abusive behaviour
- Failure to provide documents
- Non-compliance with **Policy** terms and conditions.

If **we** cancel **your policy**, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 8.

Governing Law

This **Policy** is governed by English law

DEFINITIONS

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule** and are highlighted in bold.

Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

Building(s)

Used wholly or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including **Fixtures and Fittings** owned by **You** or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Consequential Loss

We will only pay costs which are incurred as a direct consequence of the event which led to the claim **You** are making under 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

Endorsement(s)

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

Excess(es)

The first amount of any claim for which **You** are responsible.

Fixtures & Fittings

Permanent fixtures & fittings of **Your Property** for which **You** own or are responsible for including built in furniture, kitchen and bathrooms fittings, built in appliance, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switched, fires, central heating equipment, boilers and storage heaters.

Insurers / We / Us / Our

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Landlords' Contents

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

Period of Insurance

Period stated in **Your Schedule** for which **We** agree to accept, provided full premium has been paid to **Us**.

Policy

The policy incorporates the policy booklet, covers, terms, conditions and **Endorsements** of **Your** insurance contract with **Us**.

Property

The **Buildings** at the address stipulated in **Your Schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount as specified in **Your Schedule** and being the most **We** will pay in the event of any claim on this **Policy**.

Tenant(s)

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

Tenancy Agreement

1. A tenancy agreement in writing which is an assured shorthold tenancy Agreement within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or and Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a tenancy agreement in which the **Tenant** is a limited company. In Northern Ireland the agreement between **You** and the **Tenant** to let the **Property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a tenancy tgreement in which the **Tenant** is a limited company or a tenancy agreement or lease of a commercial premises or
2. Any other residential tenancy as agreed by **Us** in writing.

Uninsurable Risks

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

United Kingdom

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

Unoccupied

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

Valuables

Articles of precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art, home computer equipment and any other electrical gaming consoles.

Vermin

Various small animals or insects, such as brown or black rats, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

You/ Your/ Yours

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

SECTION 1 - BUILDINGS

We cover Your Buildings against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake.

Excluding

- a) loss or damage caused by smog, industrial or agricultural output.

2. Storm or flood.

Excluding

- 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.

Excluding

- 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 and/or oil has escaped.
- c) loss or damage caused by gradual emission.
- d) the **Excess** for escape of water specified in **Your Schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit.

Excluding

- a) by any **Tenant** or person lawfully on the **Property**.
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more.
- c) loss or damage caused by deception unless deception is used solely to gain entry to **Your Property**.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more.
- b) by any **Tenant** or person lawfully on the **Property**.

8. Subsidence, landslip or heave of the site upon which the Buildings stand.

Excluding

- 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.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the **Excess** for subsidence 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.

Excluding

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to gates and fences.
- c) loss or damage to aerials, dishes and masts.

10. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the Property.

Excluding

- 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.

Excluding

- 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.

Excluding

- a) any amount in excess of 20% of the **Sum Insured** on the **Buildings** damaged and for losses incurred in a period exceeding 24 months from the date the **Property** became uninhabitable, unless stated otherwise in **Your Schedule**.
- b) loss or damage where a valid claim has not been accepted by **Insurers** under Section 1, Perils 1-9.

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.

Excluding

- a) any amount in excess of £750 in any **Period of Insurance**.

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.

Excluding

- a) any fees charged in the preparation of a claim.

15. Expenses incurred by You in locating the source and subsequent making good of damage following loss or damage caused by peril 3 or peril 11, Section 1 of this Policy.

Excluding

- a) any amount in excess of £10,000.
- b) loss or damage to the apparatus from which water or oil has escaped.

16. Malicious Damage or vandalism by the Tenant

Excluding

- a) any amount in excess of £5,000 for damage caused by the **Tenant**
- b) any amount recoverable by **You** from the tenancy deposit paid by the **Tenant** (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**.

SECTION 1 – BUILDINGS

ADDITIONAL COVER – only applicable if specified as being included in **Your Schedule**.

16. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this Section.

Excluding

- a) loss or damage caused by **Uninsurable Risks**.
- b) loss or damage caused by **Vermin**; fungus; insects or domestic pets.
- c) loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more.
- d) cost of normal maintenance, and standard repairs.
- e) loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) loss or damage as a result of any building alterations, renovations or repairs.
- g) loss or damage if previously specifically excluded from cover.

Index-linking Clause

The **Sums Insured** 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 **Sums Insured** and will be specified in **Your renewal Schedule**.

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 **Sum(s) Insured** bears to the full cost of reconstruction of **Your Property** as stated in **Your Schedule**.
- 2) not exceed the **Sum Insured** for the **Property** as stated in **Your Schedule**.

It is **Your** responsibility to ensure that at all times the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees.

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 **Sum Insured** 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

We cover Landlords' Contents against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake.

Excluding

- a) loss or damage caused by smog, industrial or agricultural output.

2. Storm or flood.

Excluding

- a) **Landlords' Contents** in the open.
- b) loss of damage caused by frost.
- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts.
- d) loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

Excluding

- 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 and/or oil has escaped.
- c) loss or damage caused by gradual emission.
- d) the **Excess** for escape of water specified in **Your Schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit.

Excluding

- a) by any **Tenant** or person lawfully on the **Property**.
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more.
- c) any amount in excess of £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.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 60 days or more.
- b) by any **Tenant** or person lawfully on the **Property**.

8. Subsidence, landslip or heave of the site upon which the Buildings stand.

Excluding

- 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.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the **Excess** for subsidence specified in **Your Schedule**.
- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Landlords' Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

- SECTION 2 – LANDLORDS’ CONTENTS

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

Excluding

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

10. Loss of rent and/ or cost of alternative accommodation incurred by You, as a result of the Building becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.

Excluding

- a) any amount in excess of 20% of the **Sum Insured** on the **Landlords’ Contents** damaged or destroyed and for losses incurred in a period exceeding 24 months from the date the **Property** became uninhabitable, unless stated otherwise in **Your Schedule**.
- b) loss or damage where a valid claim has not been accepted by **Insurers** under Section 2, perils 1-9.

11. Legal liability to the public Limit of Indemnity - £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.

Excluding

- 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.

ADDITIONAL COVER – only applicable if specified as being included in **Your Schedule**.

12. Accidental Damage cover to the Landlords’ Contents contained within the Property in addition to those perils as listed in paragraphs 1 to 9 of this Section.

Excluding

- a) loss or damage if previously specifically excluded from cover.
- b) loss or damage caused by normal wear and tear.
- c) loss or damage caused by **Vermin**, insects, 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.

CONDITIONS THAT APPLY TO SECTION 2 – LANDLORDS’ CONTENTS

Index-linking Clause

The **Sums Insured** 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 **Sums Insured** which will be specified in **Your** renewal **Schedule**.

Basis of Claims Settlement

In the event of loss or damage to **Landlords’ Contents**, **We** will replace the damaged **Landlords’ Contents** as new provided that the **Sum Insured** 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 **Sum(s) Insured** bears to the full cost of replacement of **Your Landlords’ Contents** as stated in **Your Schedule**.
- 2) exceed the **Sum Insured** for **Landlords’ Contents** as stated in **Your Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Content’s Sum Insured** reflects the total cost of replacement as new.

We will not pay for the cost of replacing or repairing any undamaged item(s) of the **Landlords’ Contents** of **Your Property** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** 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

Limit of indemnity – Up to the limit specified on Your Schedule.

All sums 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 with Our prior consent.

Excluding

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

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** home including defence costs that **We** have agreed in writing to pay.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Information You Have Provided

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **you** take out, make changes to, or renew this **Policy**.

You must notify Simply Business as soon as possible if any of the information in **Your Policy** documents is incorrect or if **You** wish to make a change to **Your Policy**.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify Simply Business of any incorrect information or changes **You** wish to make, **Your Policy** may not operate in the event of a claim. **We** may not pay any claim in full or **Your Policy** could be invalid.

Duty of Care

You must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** 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 occupants have retired for the night.

Changes That May Affect Your Cover

You must notify Simply Business as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this **Policy**, for example:

- the use of **Your Property**;
- the type of **Tenant** occupying the **Property**;
- the cost of rebuilding **Your Property** or replacing **Landlords' Contents**.

This is not an exhaustive list and any changes **You** tell Simply Business about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact Simply Business.

Unoccupancy

1. If the **Property** as specified in **Your Schedule** will be left **Unoccupied** or **Tenants** will be away from the **Property** for 14 days or more during the period of 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.
2. **You** must notify Simply Business if the **Property** as specified in **Your Schedule** has been **Unoccupied** for a continuous period of 90 days unless the **Property** has been placed on the market for sale in which case **You** must notify Simply Business immediately.

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 Simply Business prior to the start of any conversions and extensions to any **Buildings** specified in **Your Schedule**.

Contracts (Rights of Third Parties Act)

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.

Fraudulent Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may, by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.

GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY

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

a) Radioactive Contamination

loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

1. irradiation or contamination by Nuclear Material
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
3. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

b) War

loss or damage caused by war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

c) Terrorism

loss or damage caused by terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

d) Deliberate Act

loss or damage caused intentionally by **You** or anyone working on **Your** behalf.

e) Existing Damage

loss or damage occurring prior to the commencement of **Your** insurance cover.

f) Sonic Pressure

loss or damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

g) Consequential loss

Consequential Loss as a result of any claim under this **Policy**.

h) 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.

i) Electronic Data

loss or damage caused by 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, insects or **Vermin**.

m) Excess

the amount specified in **Your Schedule** or any **Endorsement(s)** in respect of each and every loss

■ HOW DO I MAKE A CLAIM UNDER MY INSURANCE POLICY?

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

Sedgwick International UK

- Tel: 03332070560
- Claims Solutions, Oakleigh House, 14-16 Park Place, Cardiff, CF10 3DQ

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

■ CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

If **You** do need to make a claim under this **Policy**, **You** must do the following:

- Provide **Us** 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.
- Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- Do not under any circumstances effect full repairs without **Our** prior consent.
- 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:

- Enter any **Building** following loss or damage.
- Negotiate, defend or settle any claim made against **You**.
- Prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay.
- Appoint a loss adjuster to handle the claim on **Our** behalf.
- Arrange to repair the damage to the **Building** and handle any salvage appropriately.

■ COMPLAINTS PROCEDURE & REGULATORY INFORMATION

It is **Our** intention to give **You** the best possible service however if **You** do have any cause for complaint about this insurance or the handling of any claim **You** should follow the complaints procedure below:

- If **You** have a complaint regarding the sale or service of **Your Policy**, please contact Simply Business

<http://www.simplybusiness.co.uk/complaints>

Simply Business Complaints Team
Suite 401, Sol House
29 St Katherines Street
Northampton NN1 2QZ
T: 03330146683
E: customerservices@simplybusiness.co.uk

- If **You** have a complaint about the handling of any other claim, please contact:

Sedgwick International UK,
Claims Solutions,
Oakleigh House,
14-16 Park Place,
Cardiff CF10 3DQ
Telephone: 0333 2070 560

In all correspondence please state that **Your** insurance is provided by Simply Business, underwritten by UK General Insurance and quote **Your** unique policy number from **Your Policy Schedule**.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

FINANCIAL OMBUDSMAN

If **We** have not completed **Our** investigations into **Your** complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with **Our** Final Response, **You** may ask the Financial Ombudsman Service (FOS) to look at **Your** complaint. If **You** decide to contact them, **you** should do so within 6 months of receiving **Our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

ONLINE DISPUTE RESOLUTION PORTAL

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

If Great Lakes Insurance SE cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

CLAIMS & 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.

PRIVACY STATEMENTS

UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, our data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing our full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.