

# Summary of Cover

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# Commercial Property Owners Insurance Summary of Cover

## About this Summary of Cover

This summary provides key information only about insurers and the insurance cover available within this Industrial Property Owners Policy which is designed to provide cover for you as owners of Industrial, Unoccupied or Commercial Property. **This summary does not contain the full Policy terms, conditions and exclusions applicable to and governing the insurance contract with you.** These are set out in the policy wording which can be found in the policy booklet. You should review your Policy regularly to ensure that it meets your requirements, in the event that it does not meet your requirements you should advise your insurance broker without delay.

## WE MAY CHANGE OR LIMIT ANY COVER.

You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

## About the Insurer

This Industrial Property Owners Policy is administered and managed by Commercial Express Quotes Limited and Underwritten by SCOR Syndicate 2015 at Lloyd's.

## Authorisation and Regulation

This policy is underwritten by The SCOR Syndicate 2015 who are managed by The SCOR Managing Agency Limited which is registered in England and Wales, company number 08614385. The SCOR Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 605605). The SCOR Managing Agency Limited is registered at 10 Lime Street, London, EC3M 7AA.

This policy is managed by Commercial Express Quotes Limited on our behalf who act as our agent. This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under the contract number shown in the schedule by SCOR Syndicate 2015.

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority No 311067. The registered office of Commercial Express Quotes Limited is: B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

## Duration of this Insurance

The period of insurance will be for 12 months unless otherwise agreed by us. The period of insurance will be shown in the schedule.

## How to Cancel this Insurance

You may cancel this insurance contract provided you have not made a claim under such insurance contract and the broker that arranged the insurance on your behalf receives written confirmation of cancellation by post, fax or email within 14 days of the Policy start date or the date you receive full policy documentation.

If you cancel within such 14 day period, provided you have not made a claim, Commercial Express will refund a proportion of any premiums paid.

You can also cancel this insurance contract at any time by writing to the broker that arranged the insurance on your behalf, provided that you have not made a claim during the current period of insurance, we will calculate the proportionate premium for the period you have been insured subject to the minimum time on risk charge stated in the schedule and will refund any balance. There may be an additional charge, as stated in the schedule to cover the administrative cost of providing this insurance.

## Enquiries and Complaints Procedure

### Enquiries and Complaints

If you have any questions or concerns about your policy, you should contact in the first instance the broker that arranged the insurance on your behalf.

If you have any questions or concerns about a claim or its administration, please contact Underwriters Claims Representatives by telephoning 01732 520288 or emailing [info@woodgate-clark.co.uk](mailto:info@woodgate-clark.co.uk).

### **Complaints**

Our aim is to provide all our customers with a first class standard of service. However, there may be occasions when you feel this objective has not been achieved. If you have a complaint about your policy or the handling of a claim the details below set out some of the key steps that you can take to address your concerns.

#### **Where do I start?**

If your Basis of is about the way in which the policy was sold to you or whether it meets your requirements, you should contact the broker that arranged the insurance on your behalf.

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

#### **Claims administration Issues**

If your complaint is about a claim, you should refer the matter to underwriters claims representatives using the contact details below:

By telephone: 01732 520288

By email: [complaintsdept@woodgate-clark.co.uk](mailto:complaintsdept@woodgate-clark.co.uk)

Alternatively, you can ask the broker that arranged the insurance on your behalf to refer the matter on for you.

Please quote your claim reference and policy number in all correspondence so that your concerns may be dealt with speedily.

#### **Complaints relating to any other matter**

If your complaint relates to any other matter, you should contact:

The Compliance Manager  
Commercial Express Quotes Ltd  
B1 Custom House  
The Waterfront  
Level Street  
Brierley Hill  
DY5 1XH

Phone 01384 473201

Email [complaints@commercialexpress.co.uk](mailto:complaints@commercialexpress.co.uk)

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>  
Alternatively, a copy can be provided on request.

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

#### **What happens next?**

If Commercial Express Quotes Ltd or our claims representative is not able to resolve your complaint satisfactory by close of business the 3<sup>rd</sup> working day following receipt of your complaint, they will refer your complaint to the Head of Compliance at the SCOR Managing Agency Ltd., who will send you an acknowledgement letter. If you do not receive any acknowledgement letter, or at any time you wish to do so you may contact the Head of Compliance yourself by writing to:

The SCOR Managing Agency Ltd.  
10 Lime Street  
London

Telephone: 0203 817 5070

E-mail: [scorchannelcomplaints@scor.com](mailto:scorchannelcomplaints@scor.com)

EC3M 7AA

We will investigate your complaint and will provide you with a written response within two weeks of your initial complaint. This will either be a final response or a letter informing you that we need more time for our investigation.

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints  
Lloyd's  
Fidentia House,  
Walter Burke Way,  
Chatham Maritime  
Kent ME4 4RN

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

### **If you remain unhappy**

If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (contact details below). Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0300 123 9 123** or **0800 0234 567**

Further information is available from them and **You** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Financial Services Compensation Scheme (FSCS)**

In respect of the following statement only, 'We/Our' refers to The SCOR Syndicate 2015 and Commercial Express Quotes Limited.

We are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme in the unlikely event that we cannot meet our obligations to you under this insurance. Further details about the scheme can be obtained from FSCS, PO BOX 300, Mitcheldean, GL17 1DY Tel: 0800 678 100 or 0207 741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk)

### **The Law and Language Applicable to this Insurance**

The language of this policy and all communications relating to it will be English.

This insurance will be governed by English Law, you and We agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

### **The Cover Available**

We will insure only those sections you request and we agree to insure. The sum insured will be shown in the schedule.

Buildings are defined as:

The building(s) situate at the address(es) specified in the Schedule which include;

- a) fixed glass in windows, doors and skylights but excluding any shop front windows unless a sum insured is stated in the

schedule

- b) All window frames including shop front window frames
- c) landlord's fixtures and fittings
- d) annexes, gangways, outbuildings and extensions, tenant's improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let
- e) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- f) walls, gates and fences
- g) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains, but only to the extent of Your legal responsibility
- h) yards, car parks, roads and pavements, forecourts, all constructed of solid materials
- i) landscaping, excluding external ponds and lakes all belonging to you or for which you are legally responsible.

Landlord's Contents are defined as:

Fixed furniture, fitted carpets, domestic appliances and fixtures belonging to the as owner or for which they are responsible whilst contained in the buildings by this section excluding: -

- a) Any item falling under the definition of building(s)
- b) Household contents and personal possessions
- c) Stock and materials in trade
- d) Building materials
- e) Property more specifically insured

Unless otherwise specifically agreed in writing by underwriters.

### **Key Benefits**

Buildings and Landlords Contents (optional) maybe covered for loss or damage caused by:

- Fire, explosion, lightning and earthquake
- aircraft or other aerial devices or articles dropped there from
- Riot, civil commotion, strikes, persons taking part in labour disturbances or Malicious persons
- Storm or flood
- Escape of Water or oil from any tank, apparatus or pipe
- Theft or attempted theft
- impact by any road vehicle (including goods falling from them) or animal not belonging to you or under your control, falling trees, branches and falling aerals but excluding damage arising from the weight of any vehicle
- Subsidence, landslip or heave
- Accidental damage to any cables or underground service pipes servicing the premises

### **Buildings cover also includes:**

- Metered water
- Loss of rent due to you up to 20% of the sum insured for buildings (or as stated in the schedule) for income derived from a lease agreement for the letting of the premises. Loss of rent cover is not available if the premises are unoccupied.
- Professional fees and other Costs
- Index Linking
- Accidental Damage (optional for certain types of tenants)

### **Contents cover (which is optional) also includes:**

- Accidental Damage (optional for certain types of tenants)

### **Territorial Limits**

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

### **Property Owner's Liability**

We will pay all sums which you are legally liable to pay as compensation for accidental bodily injury to a person or loss or damage to property up to £2,000,000 or as stated in the Policy schedule. This can be extended to include occupier's liability on request

### **Unoccupied Definition**

Building(s) that are not occupied by you or a tenant thereof for a period in excess of 7 (seven) days.

### **Unoccupied Cover**

Option 1 – Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, subsidence, landslip and heave. Section 1 Extensions of Theft of Keys, Extinguishment, Alarm Resetting Expenses, buildings – Boarding up of Glass and Property Owners Liability

Option 2 - Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, subsidence, landslip and heave, earthquake, storm or flood, and impact by any road vehicle (including goods falling from them) or animal not belonging to you or under your control. Section 1 Extensions of Accidental Damage to any cable or underground services pipes servicing the buildings, Theft of Keys, Extinguishment, Alarm Resetting Expenses, Buildings – Boarding up of Glass and Property Owners Liability.

Option 3 - Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, subsidence, landslip and heave, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, earthquake, storm or flood, and impact by any road vehicle (including goods falling from them) or animal not belonging to you or under Your control, falling trees, branches and falling aerals. Section 1 Extensions of Accidental Damage to any cable or underground services pipes servicing the buildings, Theft of Keys, Extinguishment and Alarm Resetting Expenses, buildings – Boarding up of Glass and property Owners Liability.

Other specific terms, conditions and exclusions apply in respect of unoccupied properties. Please refer to Policy wording.

### **Exclusions**

Exclusions for Sections 1 & 2

- Buildings & Contents Mechanical or electrical breakdown.
- Damage caused by faulty or defective design or workmanship breakdown.
- Damage caused by wear and tear breakdown.
- Damage caused by fraud or dishonesty.
- Any loss caused by the deliberate withdrawal of the supply of water, gas, electricity, fuel or telephone system.
- Loss following accidental or malicious erasure or distortion of information on computer systems.
- Excess - the amount specified in the schedule as the excess in respect of the cost of each and every occurrence for which you are covered
- Theft by persons legally on the premises.
- Damage to movable property in the open caused by storm or flood.
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident.

Exclusions for Section 3 - Property Owners Liability

- Loss of or damage to property belonging to you and property which is leased, let, rented, hired or lent to or which is the subject of a bailment (transfer of possession, not ownership) to you
- Injury, loss or damage caused by or in connection with or arising out of the ownership, possession or use by or on behalf of you of any;
  - Aircraft, hovercraft or watercraft
  - mechanically-propelled vehicle or attached trailer and any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 lift, elevator, hoist, crane, steam boiler or other apparatus

operating under pressure, for which a statutory inspection certificate is required but not in force at the time of the injury, loss or damage

- defence costs or expenses from any liability arising out of loss or alteration or damage to, and a reduction in the functionality availability or operation of a computer system or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of your e-activities.
- any sums you are/or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.

### **General Policy Exclusions**

- Asbestos
- Biological or Chemical Materials
- Buildings Works
- Contamination and Pollution
- Cyber and Data
- Heat
- Infectious or Contagious Disease
- Institute radioactive Contamination and Nuclear Assemblies
- Micro Organism
- Nuclear Energy Risks
- Terrorism
- War and Civil War
- Sanctions

For full details of Policy exclusions please refer to the policy wording

### **Policy Conditions**

#### **Alteration in Risk**

**You** must notify Commercial Express Quotes Limited, via the broker that arranged the insurance on **your** behalf, without delay, If the risk has altered:

- by removal of any fire and security protections or building component designed to prevent damage to the property insured, or
- whereby the risk of damage accident or liability is increased, or
- by the business being wound up or carried on by a liquidator or receiver or permanently discontinued, or
- whereby your interest ceases except by will or operation of law, or
- by the buildings becoming occupied or unoccupied

otherwise underwriters may refuse to pay your claims or provide indemnity under this Policy.

#### **Reasonable Precautions**

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to damage or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- d) when undertaking renovations to the property insured you must take all reasonable precautions to prevent damage. You must not undertake building works without underwriters express written agreement.

otherwise underwriters may refuse to pay your claims or provide indemnity under this Policy.

#### **Electrical Installations**

It is important that you comply with the below otherwise all damage arising from or caused by the insured events of fire and explosion will be excluded and indemnity under Section 3 will not operate.

If You are responsible for the electrical installations at the premises, at the commencement of this insurance and at all times

throughout the currency of this insurance you must be in possession of an electrical installation condition report (EICR) that:

- i) covers any live phases of the electrical installation(s),
- ii) is less than five years old and issued by a contractor approved and registered with one of the following:
  - National Inspection Council for Electrical Installation Contractors (NICEIC) Electrical Contractors Association (ECA)
  - National Association of Professional Inspectors and Testers (NAPIT)
  - Electrical Self-Assessment (ELECSA)
- iii) documents that all C1 or C2 deficiencies or defects have been remedied

### **Roof Maintenance**

You must ensure that:

- a) any flat roof portion of the buildings over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and
- b) at commencement and throughout the currency of period of insurance, You must have documentation evidencing that such inspections and repairs described above have taken place

otherwise all damage arising from or caused by the insured event of storm will be excluded in respect of or as a result of the flat roof at the premises.

This does not apply to concrete roofs.

### **Unoccupied Buildings**

When the buildings (or part of the buildings) are unoccupied you must comply with conditions 1-6 below otherwise all damage arising from or caused by insured events (where the insured event is operative, as confirmed on your schedule) of Fire, Explosion, Malicious Acts and Vandalism will be excluded.

1. You or your nominee must inspect the buildings every 7 days keeping a written record noting any damage or breaches in security. If measures taken to prevent further damage or breaches in security have proved inadequate, improvements must be made and documented. You must notify Commercial Express Quotes Limited, via the broker that arranged the insurance on your behalf, without delay if any unauthorised entry or attempted entry is detected.
2. all gas, water and electricity mains supplies are kept disconnected and water systems drained (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes) however a fixed central heating system may remain in operation provided the heating system is connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4 degrees Celsius
3. The following minimum protections are in operation:
  - a. all doors and windows must be securely locked and fastened
  - b. all security and alarm protections must be set in operation and be fully maintained.
4. all loose or moveable combustible items or materials other than contents, and fixtures and fittings must be removed from the buildings and cleared from the premises
5. All waste or refuse must be removed from the buildings and cleared at least once a week from the premises
6. Tanks containing fuel or other flammable liquids must be drained and purged within 14 days of the buildings becoming unoccupied (not applicable if property is in Northern Ireland)

You need to ensure you are aware of which level of cover you have selected if your property is unoccupied as each cover level only covers specific insured events. Not all of the insured events detailed above will be covered depending on the level of cover you have selected (e.g. unoccupied cover Option 1, Option 2 or Option 3).

### **Sprinkler Maintenance**

In respect of any installation(s) of Automatic Sprinklers at the premises you must:

1. make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valve controlling the individual water supplies and the installation are fully open
2. make quarterly or half-yearly test if required by the underwriters to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
3. make a test every weekday (holidays excepted) of

- (i) the Brigade connection
- (ii) the circuit between the alarm switch and the control unit and
- (iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade

Note 1: it is permissible for test (i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty

Note 2: where the circuits in (i) and (ii) are continuously monitored tests need only be made once per week

- 4. remedy promptly any defect revealed by such tests
- 5. notify Commercial Express Quotes Limited, via the broker that arranged the insurance on your behalf before any installation is rendered inoperative or without delay in the event of an emergency
- 6. allow the underwriters access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation
- 7. have in force during the period of insurance a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order otherwise all damage arising from or caused by the insured events of fire and explosion will be excluded.

### **Planning Permission**

You must notify Commercial Express Quotes Limited, via the broker that arranged the insurance on your behalf if:

- an application for planning permission in respect of the premises is withdrawn by you or refused by any Planning Authority or government body within 7 days, or
- any application for consent to vary use of or de-list the building is denied within 7 days,

otherwise the Policy will be treated as cancelled and all cover will terminate unless you have notified underwriters of any such changes to permissions or consents and at their option they have agreed to vary the Policy.

### **Combustible Materials and Waste**

You must ensure that:

- a) all waste or refuse is removed from the buildings and cleared at least once a week from the premises otherwise damage arising from or caused by the insured events of fire and explosion will be excluded and indemnity under Section 3 will not operate.
- b) When the premises are unoccupied all loose or moveable combustible items or materials other than fixtures and fittings are at all times removed from the buildings and cleared from the premises

### **Inspections**

You must ensure that:

- Immediately prior to or upon commencement of this insurance you or your nominee must carry out a detailed inspection of all doors, windows and other access points to ensure that they are secure against unauthorised entry and document the inspection including any signs of forced entry or occupation by unauthorised persons and detail any action required.
- During the period of insurance you or your nominee must inspect the premises every seven days, keeping a written record. All measures to prevent unauthorised entry or damage must be implemented but if such measures have proved inadequate, improvements to prevent further reoccurrences must be made and documented.
- If unauthorised entry or attempt thereat is detected more than twice during the period of this insurance, immediate notice must be given to underwriters.

otherwise damage caused by or arising from insured events of fire and explosion will be excluded.

### **Security**

It is important that you comply with requirements a) - c) otherwise all damage arising from or caused by insured events of Theft or attempted theft and malicious persons (where such event has been specifically agreed) will be excluded.

- a) all protections provided for the safety and protection of the premises shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the underwriters and shall be in full and effective operation when the Premises are left unattended, and at all other appropriate times
- b) any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- c) in the event you receive any notification in respect of i) ii) or iii) then you must as soon as reasonably practicable notify underwriters, at which time underwriters shall reserve the right to vary terms or cancel cover provided under this Policy;
  - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
  - iii) that any alarm system cannot be returned to or maintained in full working order

### **Pipe Lagging**

If the mains water supply is connected to support sprinkler systems, you must ensure that:

- a) there is a heating system connected to a frost-stat and set to operate continuously for 24 hours each day at not less than at not less than 4°C between 31st October and 31st March, or
- b) all pipes are adequately lagged to prevent freezing. otherwise all damage will be excluded that arises from or is caused by insured events of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe (where such events have been specifically agreed) and indemnity under Section 3 will not operate.

### **Portable Heaters**

You must not provide, use or store on the premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the underwriters otherwise all damage arising from or caused by the use or storage of paraffin, portable electric or gas heaters or gas containers will be excluded from this Policy and indemnity under Section 3 (Property Owners Liability) will not operate.

### **How to make a claim under this Insurance**

To make a claim simply call our 24 hours claims help line telephone number: 01732 520288 or email [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk).

You must (applicable to all sections):

- notify the underwriters Claims Representatives without delay, but in any event within 30 days
- take all practicable steps to recover property lost and otherwise minimise the claim
- inform the police without delay if the damage is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
- give all information and assistance the underwriters may require in a timely manner.

In respect of the Buildings Section you must:

- within 30 days or such further time as the underwriters may in writing allow deliver to the underwriters, at your own expense, a statement setting out particulars of the claim together with all details, proofs and information regarding the cause and amount of damage as the underwriters may reasonably require together with details of any other insurances on any property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters

In respect of the Rental Income section you must:

- within 14 days after the expiry of the indemnity period or within such further time as the underwriters may in writing allow at your own expense deliver to the underwriters a statement setting out particulars of

the claim together with details of all other insurances covering any part of the damage or resulting loss of rental income.

You shall at your own expense also provide the underwriters with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the underwriters for the purpose of investigating or verifying such claim together with (if demanded)

a statutory declaration of the truth of the claim and of any related matter.

In respect of the Property Owners Liability Section you must:

- not make or allow to be made on their behalf any admission, offer, promise, payment, or indemnity, without the written consent of the underwriters
- forward to the underwriters' Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement
- advise the underwriters' Claims Representatives (Contact details as above) without delay when you have any knowledge of any impending prosecution, inquest, Fatal Accident, or Ministry Enquiry.

#### **How to Pay**

The broker that arranged the insurance on your behalf will advise you of the full details of when and the options by which you can pay.