

Commercial Property Owners

Policy Wording

Guide to Commercial Property Owners Policy Wording

This insurance is designed to provide cover for **You** as owners of Industrial, **Unoccupied** or Commercial Property.

In deciding to accept this insurance and in setting the terms, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

This **Policy** sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract and does not protect against every loss.

There are Policy and Claims Conditions contained in this **Policy** and conditions specific to certain sections (additional requirements may be imposed by **Endorsement**) that are all important to **Us** and which **We** rely upon **You** to comply with.

The conditions clearly set out what **You** must do to ensure cover under this **Policy** is not prejudiced. In the event that **You** do not comply with a condition(s) and **You** need to make a claim **You** will need to show that non-compliance with the condition could not have increased the risk of **Damage** which has occurred.

If **You** are unsure as to what a condition means or if **You** are unable to comply with the terms **You** should consult with the broker that arranged the insurance on **Your** behalf.

The **Policy** Definitions section provides the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlights that for the purposes of this **Policy** they are a definition.

The **Policy** defines what is covered under separate sections 1-3. Within those Sections the extent of cover is explained together with conditions and exclusions specific to that Section.

Exclusions applying to the whole **Policy** are contained within **Policy** Exclusions and **We** will not pay a claim if these exclusions are applicable.

The **Policy** conditions section covers certain rights of **You** and **Us** and include conditions that apply to the whole of the **Policy**.

The Claims conditions section covers certain rights of **You** and **Us** in the event of a claim and details what to do in the event of a claim under this **Policy**.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify which Sections of this **Policy** are covered including the **Sums Insured**.

The **Schedule** may also contain additional conditions to the **Policy** wording that **We** have imposed placing additional conditions on **You** and/or limiting coverage. The terms of those conditions will be attached to the **Policy** in the form of an **Endorsement**.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find this in **Our** Enquiries and Complaints Procedure section.

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Reading the Policy

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any **Endorsements** periodically to

ensure that the **Policy** meets with **Your** requirements.

In the event that the **Policy** does not meet with **Your** requirements and/or that **You** are unable to comply with any of the obligations, terms and conditions, **You** should as soon as reasonably practicable advise the broker that arranged the insurance on **Your** behalf. The **Underwriters** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain effective unless **Underwriters** have agreed to a variation in writing.

TO MAKE A CLAIM, PLEASE CALL 01732 520288 OR EMAIL newclaim@woodgate-clark.co.uk

For full information relating to the "Claims conditions", please see pages 37-39 of this document.

Index

Insurance Contract		5-6
Policy Definitions		7-12
Section 1 – Buildings		13-20
Section 2 – Rental Income		21-23
Section 3 – Property Owners Liability		24-26
Policy Exclusions		27-29
Policy Conditions		30-36
Claims Conditions		37-39
Enquiries and Complaints Procedure		40-41

Insurance Contract

This **Policy** is underwritten by The SCOR Syndicate 2015 at Lloyd's 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 and arranged 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 numbers 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.



Authorised Signatory

In consideration of the payment by **You** of the premium specified in the **Schedule Underwriters** agree (subject to the terms, conditions and exclusions of the **Policy**) to cover **You** against **Damage**, accident or **Injury** occurring during the **Period of Insurance**.

Provided always that: -

- (i) The liability of the **Underwriters** will not exceed the **Sums Insured** or **Limits of Indemnity** stated in the **Schedule** or such other **Sums Insured** or **Limits of Indemnity** as maybe substituted by **Endorsement** or attached to the **Policy**;
- (ii) This **Policy** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**

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).

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Insurance Contract (continued)

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

Policy Definitions

In this **Policy**, words that are highlighted in bold have the following meanings:

Building(s)

The building(s) situated 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.

Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing, and installation of cavity wall insulation.

Business

The ownership of the Industrial, **Unoccupied** or Commercial **Property** including;

- a) maintenance and security of the **Property**
- b) the provision and management of fire, security, first aid, medical and ambulance services

Consequential Loss

Any loss which happens as a result of an event for which **You** are insured.

Damage

Physical loss, damage or destruction.

Deep Fat Frying

Any cooking using a fryer other than a domestic table top basket fryer.

Employee(s)

- a) Any person under a contract of service or apprenticeship with **You**
- b) Any person who is hired to or borrowed by **You**
- c) Any person engaged in connection with a work experience or training scheme
- d) Any labour master or person supplied by him
- e) Any person engaged by labour only sub-contractors
- f) Any self-employed person working on a labour only basis under **Your** control or supervision
- g) Any voluntary helper while working for **You** in connection with the **Business**

Policy Definitions (continued)

Endorsement

A change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in the **Schedule**.

Excess

The amount **You** will have to pay towards each separate claim.

Heave

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

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which the results of the **Business** shall be affected in consequence of the **Damage**.

Injury

Accidental physical injury, death, illness (including mental anguish or shock).

Insured Event

The words **Insured Event** will mean:

- a. fire but excluding any **Damage** to the **Property Insured** caused by:
 - i. explosion resulting from fire
 - ii. earthquake or subterranean fire
 - iii. its own spontaneous fermentation or heating
 - iv. its undergoing any heating process or any process involving the application of heat
- b) lightning
- c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under **Your** control
- d) aircraft or other aerial devices or articles dropped there from
- e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding
Damage:
 - i. arising from confiscation, requisition or destruction by order of the government or any public authority
 - ii arising from cessation of work
- f) theft or attempted theft
- g) earthquake

Policy Definitions (continued)

- h) **Storm** or flood excluding:
Damage attributable solely to a change in the water table level
- i) overflowing, discharge or leaking of any sprinkler apparatus
- j) escape of water or oil from any tank, apparatus or pipe
- k) 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 aerials but excluding **Damage** arising from the weight of any vehicle
- m) **Subsidence** We will pay for **Damage** caused by **Subsidence** or **heave** of the site the **Buildings** stand on or **Landslip** subject to the following exclusions:
 1. **Damage** caused by or resulting from the **Settlement** or movement of made up ground or coastal or river or watercourse erosion
 2. **Damage** caused by faulty design, workmanship or material
 3. **Damage** caused by demolition of or alterations or repairs to the **Buildings**
 4. **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are **Damaged** at the same time and by the same cause
 5. **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Buildings** were **Damaged** at the same time and by the same cause
 6. **Damage** which originated prior to the Inception of this cover
 7. We will not pay for normal **Settlement** or bedding down of new structures

- n) **Accidental Damage - (This cover applies only if stated in the Schedule)-**
We will pay for accidental **Damage** to the **Buildings** or **Landlord's Contents** subject to the following exclusions:
 1. We will not pay for faulty or defective design materials or workmanship, inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear, tear or frost.
 2. We will not pay for explosion caused by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control.
 3. We will not pay for **Damage** caused by collapse or cracking of the **Buildings**.
 4. We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects or scratching.
 5. We will not pay for acts of fraud or dishonesty.
 6. We will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 7. We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers.
 8. We will not pay for mechanical or electrical breakdown or failure of machinery or equipment.
 9. We will not pay for bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes occurring whilst the whole of the **Buildings** are **Unoccupied**.

10. **We** will not pay for normal **settlement** or bedding down of new structures.
11. **We** will not pay for **Damage** to property as a result of its undergoing any process.
12. **We** will not pay for **Damage** to vehicles licensed for road use (including their accessories), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft.
13. **We** will not pay for property or structures in the course of construction or erection.
14. **We** will not pay for any **Damage** specifically excluded elsewhere under this Policy.
15. **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals.
16. **We** will not pay for **Damage** to the interior of any **Building** or to the **Landlords Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Building**, first sustains **Storm Damage** to its roof through which the rain, snow, sand or dust enters.
17. **We** will not pay for the cost of general maintenance or upkeep.

Landlords Contents

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**.

Occupied

Buildings that are used by **You** or any other party for:

- a) the operation of a business, and/or
- b) accommodation, and/or
- c) storage facilities

other than for security protection of the **Premises** as agreed by **Underwriters**.

For the avoidance of doubt, inspection of the **Buildings** every 7 (Seven) days does not constitute occupancy

Period of Insurance

The period of insurance specified in the **Schedule**

Policy

The entirety of the Policy, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time during the **Period of Insurance**).

All references to the terms, conditions and exclusions of the **Policy** shall be considered as referring to the entire **Policy**.

Premises

The Address(es) specified in the **Schedule**.

Property Insured

The **Buildings** and **Landlords Contents** at the **Premises** specified in the **Schedule**.

Policy Definitions (continued)

Renovation

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c., bath and shower, carpeting, internal joinery, plastering, rewiring, installation/repair of central heating and external window replacement but excluding:

- (i) **Building Works**, and
- (ii) **Renovation** forming part of a **Building Works** contract or project.

Schedule(s)

The document showing **Your** name, the **Premises**, the **Sum Insured**, the **Period of Insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the ground being compressed by the weight of the **Buildings** within 10 years of construction.

Shop Front Windows

Display Window Glass

Storm

Strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain or snow alone does not constitute storm unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

For the purposes of this definition:

- a) Extreme rain is 25mm/1 inch or more of rain over a 1-hour period or a proportionate amount over a shorter time.
- b) Extreme snow is 30cm/12 inches or more of snow within a 24-hour period (or less).

Subsidence

Downward movement of the ground beneath the **Buildings** where the movement is unconnected with the weight of the building.

Sum Insured/Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

Territorial Limits

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

Terrorism

An act, including but not limited to the threat and/or the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unoccupied

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.

Policy Definitions (continued)

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 aerials. 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.

Underwriters/We/Us/Our

SCOR Syndicate 2015 at Lloyd's which is managed by The SCOR Managing Agency Ltd

You/Your

The firm, company, entity or individual named in the **Schedule**.

Section 1 - Buildings

The following cover applies only if the **Schedule** shows that it is included:

Definitions specific to this Section

Architects Surveyors Legal and Consulting Engineers Fees

The cost of employing architects, surveyors, lawyers, and consulting engineers, in the reinstatement or repair of the **Buildings** as a result of **Damage** covered under this **Policy** but not for preparing any claim.

Cost of Reinstatement

- i) the rebuilding or replacement of property lost or destroyed which provided **Underwriters'** liability is not increased may be carried out:
 - a. in any manner **You** and the **Underwriters** agree
 - b. on another site agreed by both **You** and the **Underwriters**

- ii) the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, Public Authorities, Architects, Surveyors, Legal and Consulting Fees**

Full Value

The price for which the item was bought for and declared at the start of this **Period of Insurance**.

Public Authorities

Additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the legislation of;

- a) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority in respect of the **Damaged** property

Excluding;

- a) the cost incurred in complying with the legislation: -
 - i) in respect of **Damage** occurring prior to the granting of this Extension
 - ii) in respect of **Damage** not insured by this Section
 - iii) under which notice has been served upon **You** prior to the happening of the **Damage**
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any **Insured Event** covered under this **Policy**
- b) the additional cost that would have been required to make good the **Damaged** property to a condition equal to its condition when new had the necessity to comply with the legislation not arisen
- c) the amount of any charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner of such property by reason of compliance with the legislation.

Removal of Debris

Costs and expenses necessarily incurred by **You** with the consent of the **Underwriters** in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the **Buildings**
- d) clearing drains, sewers and gutters at the **Premises**

following an **Insured Event** which results in a valid claim under this **Policy**

The **Underwriters** will not pay for any costs or expenses;

- 1) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by this Section

Section 1 – Buildings (continued)

Cover

Underwriters agree that if during the **Period of Insurance**, an item of **Buildings** at the **Premises** sustains **Damage** due to an **Insured Event**, then following a valid claim under this **Policy Underwriters** will pay **You**: -

- (i) the **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the “Reinstatement Conditions” as detailed within this **Policy** section.
- (ii) Where reinstatement or replacement of the **Buildings** does not take place in accordance with (i) above for any reason the “Alternative Basis of Settlement Condition” as detailed within this **Policy** section, will apply.

Extensions applying to this Section

Following an **Insured Event** under this **Buildings** Section cover is provided for:

1. Trace and Access

We will pay **You** the costs necessarily incurred by **You**, for which **You** are legally responsible, in locating the source and subsequent making good of **Damage** resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the **Buildings**
- b) accidental **Damage** to cables, underground pipes and drains serving the **Buildings**

Provided

- (i) the **Damage** to any part of the cable or pipe is within the perimeter of the **Buildings**
- (ii) that the maximum amount payable under this Extension will not exceed in any one **Period of Insurance** £5,000.

This extension will not operate when the **Buildings** are **Unoccupied**.

2. Loss of metered water

We will pay for the cost of metered water which **You** are legally responsible arising out of accidental escape from water tanks, apparatus and pipes as a result of **Damage** caused by an **Insured Event** but only when such a Loss can be determined by measurement from the water authority meter for which **You** are responsible.

Provided that the maximum amount does not exceed £2,500 in respect in any one claim and not exceeding £5,000 in any one **Period of Insurance**

Excluding;

Any Loss which has not been discovered and remedial action taken within 7 days of the occurrence of the **Damage**.

You must record the reading of the meter at intervals of no more than 30 days.

This extension will not operate when the **Buildings** are **Unoccupied**

Section 1 – Buildings (continued)

3. Accidental Damage to any cables or underground services pipes (including hatches and covers) servicing the Buildings

- a) **We** will pay **You** the costs necessarily incurred by **You** for the repair caused by accidental **Damage** to cables, underground pipes and drains servicing the **Buildings** provided that the **Damage** to any part of the cable or service pipe is not within the **Buildings**

This extension will not operate when the **Buildings** are **Unoccupied** unless **Unoccupied cover** option 2 or 3 has been selected.

4. Unauthorised use of electricity gas or water

We will pay for the cost of metered electricity gas or water for which **You** are legally responsible arising out of its unauthorised use by persons taking possession of or occupying **Buildings** without **Your** authority up to a limit of £10,000 provided that **You** will take all practical steps to terminate such unauthorised use as soon as it is discovered.

This extension will not operate when the **Buildings** are **Unoccupied**.

5. Damage to Landscaped Gardens

We will pay for the cost of restoring any **Damage** to landscaped gardens including trees for which **You** are legally responsible caused by the Emergency Services attending the **Premises** as a result of **Damage** caused by **Insured Events** covered under this section

Provided that the maximum amount payable does not exceed £25,000 in any one period of Insurance

This extension will not operate when the **Buildings** are **Unoccupied**.

6. Theft of Keys

We will pay for the costs incurred in replacing external door locks at the **Property** following the loss of keys by

- a) theft from the **Property** or Registered office or home of **Yours** or any principal, director, partner or **Employee** authorised to hold such keys or **You** have evidence that the keys have been duplicated by an unauthorised person
- b) theft following hold-up whilst keys are in the personal custody of **You** or any principal, director, partner or **Employee** authorised to hold such keys

Provided that the maximum amount payable does not exceed £1,000 in any one **Period of Insurance**.

7. Extinguishment and Alarm Resetting Expenses

We will pay the costs incurred by **You** for refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms as a result of **Damage** caused by the **Insured Events** to the **Property Insured**.

8. Buildings – Boarding up of Glass.

We will pay the costs incurred by **You** for:

- a) The cost of boarding up rendered necessary by such breakage of glass in the **Building**
- b) The reasonable cost of refitting alarm foil consequent upon the breakage of glass in the **Building**

We will not pay for;

1. The amount of the **Excess** specified in the **Schedule**
2. **Consequential Loss** of any kind and every description

Section 1 – Buildings (continued)

3. Any breakage arising directly or indirectly from: -
 - i) alterations or repairs to the **Premises** occurring whilst the **Premises** are empty or not in use
 - ii) defects in frames, framework or other fittings.
 - iii) **Shop Front Windows** whilst the **Building** is **Unoccupied**

9. Landlords Contents

Following a valid claim under this **Policy**, this Section extends to include **Damage** to **Landlords Contents** up to the **Sum Insured** stated in the **Schedule**. However, if, at the time of any **Damage**, the **Sum Insured** stated in the **Schedule** is less than the **Full Value** of the **Property Insured** by that item, the amount payable by the **Underwriters** will be proportionately reduced.

10. Book Debts

In the event of **Damage** to **Your** books of account or other **Business** books or records during the **Period of Insurance** by any Cover insured hereby and **You** being unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to **You** then the **Underwriters** will pay to **You** the amount of loss resulting from such **Damage** in accordance with the provisions herein contained. Provided that the liability of **Underwriters** shall not exceed:

- a) the Total **Sum Insured** stated in the **Schedule** at the time of the **Damage**
- b) the **Sum Insured** remaining after deduction for any other **Damage** during the same **Period of Insurance**, unless the **Underwriters** shall have agreed to reinstate any such **Sum Insured**.

The insurance hereunder is limited to the loss sustained by the **Insured** in respect of **Outstanding Debit Balances** directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed;

- a) the difference between:
 - i) **Outstanding Debit Balances** and
 - ii) the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the previous consent of the **Underwriters** in tracing and establishing Customers' debit balances after the **Damage** provided that if the **Sum Insured** by this Item be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

The **Underwriters** will pay the reasonable charges payable by **You** to their Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the **Underwriters** under the terms of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the Total **Sum Insured** hereby.

Exclusions applying to this section

The following exclusions apply to this Section:

- a. the amount of the **Excess** stated in the **Schedule**
- b. Loss of market and **Consequential Loss** of any and every description
- c. Property Insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**
- d. **Damage** to any **Property Insured** directly or indirectly caused by or contributed to by:
 - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice (a quality in property that causes it to **Damage** or destroy itself), unless resulting from **Damage** not otherwise excluded

Section 1 – Buildings (continued)

- ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from **Damage** not otherwise excluded
 - iii) change in climatic or atmospheric conditions or in water table levels
 - iv) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.
 - v) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
 - vii) theft or attempted theft following:
 - a) **Damage** unless the **Buildings** were entered using forcible and violent means
 - b) Theft or attempted theft caused by a person authorised to be in any part of the **Buildings**
 - viii) any loss in excess of £5,000 for **Damage** caused by malicious persons authorised to be in the **Buildings** at the time of the **Damage**
 - ix) any undamaged part or item forming part of a set.
 - x) **Damage** to:
 - a) property or structures in course of construction or erection and materials or supplies in connection with all such property, and
 - b) land, roads, piers, jetties, bridges, culverts or excavations
- e. **Damage to Shop Front Windows** in respect of **Unoccupied Buildings**
- f. **Damage to Buildings** caused by or arising from the following **Insured Events** in respect of **Unoccupied Buildings** or parts of **Unoccupied Buildings**
- i) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
 - ii) theft or attempted theft
 - iii) earthquake
 - iv) **Storm** or flood
 - v) overflowing, discharge or leaking of any sprinkler apparatus
 - vi) escape of water or oil from any tank, apparatus or pipe
 - vii) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches, telegraph poles, lampposts or pylons and falling **Aerials**

unless **Unoccupied Cover** Option 2 or 3 (wider perils) is selected in **Your Schedule** and the **Insured Event** is shown as included within **Unoccupied Cover** Option 2 or 3.

Section 1 – Buildings (continued)

Basis of Settlement

1. Reinstatement Conditions

- i) **Underwriters'** liability for the repair or replacement of **Buildings Damaged** in part only will not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment will be made under this condition: -
 - a. unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
 - b. until the **Cost of Reinstatement** has actually been incurred;
 - c. if the **Buildings** at the time of the **Damage** are insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

2. Alternative Basis of Settlement Condition

Where **Cost of Reinstatement** is not applied **Underwriters** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** arising out of an **Insured Event** which results in a valid claim under this **Policy** then **Underwriters** will pay **You**, whichever is the lesser of:

- (i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- (ii) the reduction in value of the **Property Insured**, or
- (iii) if i) or ii) above is not applied, the basis of settlement that both **You** and **Underwriters** agree upon

Subject always to **Underwriters** liability not exceeding the **Sum Insured** stated in the **Schedule**.

Maximum Liability

Underwriters' liability in respect of all occurrences of **Damage** to an item of **Buildings** during the **Period of Insurance** will be limited as follows:

- i) If an individual **Sum Insured** is specified on the **Schedule** for that item, **Underwriters'** liability will be limited to that **Sum Insured**;
- ii) In any event, **Underwriters'** liability will in no circumstances exceed, the total **Sum Insured** for the category of **Buildings** on the **Schedule** under which that item falls.

But: -

- (i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **Underwriters** will not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.

Section 1 – Buildings (continued)

- (ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Underwriters'** liability will be limited to **Removal of Debris**.

Conditions applicable to this section

Average Clause

Each item insured under this Section is declared to be separately subject to the following Condition of Average. If at the time of any **Damage** the **Cost of Reinstatement** of the whole of the **Buildings**, in a new condition similar in size, shape and form, is more than the sum insured, **We** will pay only for the loss in the same proportion. For example, if **Your Sum Insured** only covers two-thirds of the cost of rebuilding the **Buildings**, **We** will only pay two-thirds of the claim.

The **Excess** will not be reduced in the event that the **Average** clause applies to **Your** claim.

If the "Alternative Basis of Settlement Condition" is applied this Average clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to **Average**.

Index Linking

We will protect **Your Buildings Sum Insured** against inflation on a monthly basis in line with the House Rebuilding Cost Index, issued by the Royal Institution of Chartered Surveyors and **You** will be notified of the revised **Sum Insured** annually, when your **Policy** is due for renewal.

At each renewal a new premium will be calculated based on the new **Sum Insured**.

We will not reduce **Your Sum Insured** if the index should fall.

Although **You** are protected against inflation, **You** must ensure your **Buildings Sum Insured** is adequate.

Other Insurances

If at the time of **Damage** resulting in a loss under this Section there is any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** will be limited to its rateable proportion of such loss.

Mortgagees and Other Interests

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted. Such interest must be advised to the **Underwriters** in the event of **Damage**.

Subrogation Waiver

In the event of a claim arising under this Section the **Underwriters** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against;

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order or any subsequent act or order current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which **You** a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order or any subsequent act or order current at the time of **Damage**
- c) any tenant provided that;
 - i) the **Damage** did not result from a criminal, fraudulent or malicious act of the tenant and
 - ii) the tenant has contributed to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

Section 1 – Buildings (continued)

Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section will be exclusive of such tax.

Section 2 - Rental Income

There is no cover available under this Section if the **Premises** are **Unoccupied**. If the **Premises** are not **Unoccupied** the following cover only applies if the **Schedule** shows that it is included:

Definitions specific to this Section

Annual Gross Rentals

The **Gross Rentals** during the twelve months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Gross Rentals

The money paid or payable to **You** for tenancies and associated income derived from a lease agreement for the letting of the **Premises**

Standard Gross Rentals

The **Gross Rentals** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Cover

Following **Damage** to the **Property Insured** by an **Insured Event** under Section 1 and the **Business** carried on by **You** at the **Premises** stated in the **Schedule** being interrupted or interfered with the **Underwriters** will (subject to the terms, definitions, exclusions and conditions of the **Policy**) pay **You** the amount of loss arising as a result in accordance with the following provisions.

The insurance is limited to loss due to;

- i) loss of **Gross Rentals**
- ii) increase in cost of working

and the amount payable as indemnity thereunder shall be;

- i) the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
- ii) the additional expenditure necessarily and reasonably incurred including the cost of re-letting the **Premises** (including legal fees) for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided less any sum saved during the **Indemnity Period** in respect of such charges or expenses of the **Business** as may cease or be reduced in the consequence of the **Damage** provided that;
 - 1) payment shall have been made or liability admitted under Section 1 of this **Policy** in respect of such **Damage**
 - 2) if the **Sum Insured** by this Section be less than the **Annual Gross Rentals** the amount payable shall be proportionately reduced.

You must show that before the **Damage Gross Rentals** would have been earned and **You** will be required to support a

Section 2 - Rental Income (continued)

claim for loss of **Gross Rentals** by submitting reasonable evidence of the amount of Gross Rental and the date from which it would have been earned.

The **Underwriters** will have regard;

- a) to actual negotiations with prospective tenants both before and after **Damage**
- b) for demand for similar accommodation in the locality
- c) of the general level of rents applying

If required by **Underwriters**, a professional valuer acceptable to both **You** and **Underwriters** will be appointed to provide a report to determine that the amount of Gross Rental being claimed is reasonable and such fees will be included in the indemnity under this Clause.

Limit of Liability

The maximum payable during any **Period of Insurance** under this Section is the **Sum Insured** shown in the **Schedule**.

Extensions applicable to this Section

Loss of Attraction

This Section extends to include loss resulting from interruption of the **Business** due to **Damage** to property within 250 meters of the **Premises** which shall deter potential tenants whether **Your Premises** or **Your** property therein shall be **Damaged** or not provided that the maximum amount payable under this Clause in any **Period of Insurance** shall not exceed;

- a) GBP 50,000 or the **Sum Insured** in respect of each **Premises** whichever is the lesser, any one occurrence
- b) GBP 250,000 in aggregate, in any **Period of Insurance**.

Murder or Suicide

The **Underwriters** shall cover **You** in respect of **Damage** resulting from interruption of the **Business** during the **Indemnity Period** following;

- a) murder or suicide in the **Premises**
- b) **Injury** or illness sustained by any person arising out of or traceable to foreign or injurious matter in food or drink provided in the **Premises**
- c) vermin or pests in the **Premises**
- d) the closing of the whole or part of the **Premises** by order of a statutory public authority consequent upon defect in the drains or other sanitary arrangements at the **Premises**

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

Failure of Public Supply

This Section extends to include interruption of or interference with the **Business** caused by **Damage** as defined in this Section giving rise to destruction or **Damage** to property at any;

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which **You** obtain electricity, gas, water or telecommunication services within the **Territorial Limits**.

Section 2 - Rental Income (continued)

Conditions applicable to this section

Other Insurances

If at the time of any **Damage** resulting in a loss under this Section there be any other insurance effected by or on behalf of the covering such loss or any part of it the liability of the **Underwriters** will be limited to its rateable proportion of any such loss.

Payments on Account

In the event of loss, the **Underwriters** will make monthly payments on account during the **Indemnity Period** to **You** if desired.

Professional Accountants Charges

The **Underwriters** will cover **You** in respect of reasonable fees payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your** business books or documents or other such proofs information or evidence as the **Underwriters** may require under the terms of the Claims - **Your** Duties section of the **Policy** Conditions and reporting that such particulars or details are in accordance with **Your** business books or documents.

Rent Free Period

If at the date of the **Damage** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the **Schedule** provided that the **Underwriters'** liability does not exceed the **Sum Insured** stated in the **Policy**.

Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

Section 3 - Property Owners Liability

The following cover applies only if the **Schedule** shows that it is included.

Cover

The **Underwriters** will cover **You** against all sums **You** become legally liable to pay as damages and claimants costs and expenses arising out of events occurring during the **Period of Insurance** in the course of the **Business** causing accidental;

- a) **Injury** to any person other than an **Employee**
- b) **Damage** to property
- c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement (granted the legal right to use the **Premises**, but the legal title to the land itself remains with the owner of the land)
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the
Territorial Limits

Extensions Applying to this Section

Additional Persons Insured

This Section will extend to include in the event of the death, to any person entitled to indemnity under this Section, the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request the **Underwriters** will provide cover under the terms of this Section to any of **Your** directors or **Employee** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule**

Provided always that;

- a) each such additional person insured must, as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b) the **Underwriters** will retain the sole conduct and control of all claims.

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **Underwriters** in connection with a claim that **You** are entitled to indemnity under this Section the **Underwriters** will provide compensation to **You** at the following rates per day for each day on which attendance is required;

- c) any director or partner of £250
- d) any Employee £100

Cross Liabilities Clause

If more than one of **You** is referred to in the **Schedule** each of **You** so named will be considered as a separate and distinct entity and the word **You** will be understood as applying to each of **You** in the same manner as if a separate **Policy** had been issued to each.

Provided always that the liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series resulting from or attributable to one source or original cause will not exceed in total the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

Defective Premises Act

This Section subject otherwise to the terms of the **Policy** and within the **Limit of Indemnity** extends to cover **You** against liability for **Injury** or **Damage** occurring during the **Period of Insurance** arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises

Section 3 - Property Owners Liability (continued)

previously owned for purposes relating to the **Business** and since disposed of by **You** provided that;

- a) this extension will not cover **You** in respect of **Damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect
- b) the **Underwriters** will not be liable under this extension if **You** are entitled to indemnity under any other insurance.

Exclusions Applying to Section 3

The **Underwriters** shall not be liable under this Section for:

- (1) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement
- (2) Loss of or **Damage** to;
 - a) property belonging to **You**
 - b) 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**
- (3) **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;
 - a) Aircraft (or any other aerial device), hovercraft or watercraft, mechanically-propelled vehicle or attached trailer (other than motorised garden implements whilst stored at the **Premises** or being used to maintain the land at the **Premises**) and, any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
 - b) 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**
- (4) any sums for which **You** are/or becomes liable to pay as a result of any claim(s) made against **You** or for any associated defence costs or expenses of any kind from any liability arising directly or indirectly out of;
 - a) loss or alteration or **Damage** to, and/ or
 - b) 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.

For the purpose of this exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the **You** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.

- (5) 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.

Section 3 - Property Owners Liability (continued)

Conditions applicable to this section

Discharge of Liability Clause

The **Underwriters** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Underwriters** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

Limit of Liability

The liability of the **Underwriters** for all damages payable under this Section as a result of any one occurrence or of all occurrences of a series resulting from or attributable to one source or original cause will not exceed the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

In addition, the **Underwriters** will pay;

- a) all other defence costs and expenses incurred with their prior written consent

- b) the legal costs and expenses incurred with their written consent for the defence of prosecution brought under Section 36 or 37 of the Health and Safety at Work Act 1974 for any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with the consent of the **Underwriters** in an appeal against conviction arising from such proceedings provided that the **Underwriters** will not cover **You** in respect of:
 - 1. fines and penalties
 - 2. costs or expenses insured elsewhere

Policy Exclusions

This Policy does not cover the following:

Asbestos Exclusion

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, use of, sale, testing, installation, remediation, survey or investigation, management, , removal, distribution, disposal, storage, , existence of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Biological or Chemical Materials Exclusion

This **Policy** does not cover any loss, **damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Building Works Exclusion

This **Policy** does not cover any loss **Damage** or liability directly or indirectly caused by or arising out of **Building Works**.

Contamination and Pollution Exclusion

1. This **Policy** shall not cover any liability, loss or **Damage** due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) **Storm**, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

Cyber and Data Exclusion

This **Policy** does not cover:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

Policy Exclusions (continued)

Heat

This **Policy** does not cover loss or **Damage** caused by or consisting of or arising directly or indirectly from the application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers unless caused as a result of **Renovation** or works specifically agreed in writing by **Underwriters**.

Infectious or Contagious Disease Exclusion

This **Policy** does not cover any loss, **Damage**, liability, cost or expense, in any way caused by or resulting from:

- i) **Infectious or contagious disease**
- ii) Any fear or threat of i) above, or
- iii) Any action taken to minimise or prevent the impact of i) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Institute Radioactive Contamination and Nuclear Assemblies Exclusion

In no case will this **Policy** cover loss or destruction of or damage to any property whatsoever, or any loss or expenses resulting or arising therefrom, or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion

This **Policy** does not cover any loss, **Damage**, claim, cost, expenses, or other sum, directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to Insured Property**
- ii) any **Insured Event** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use, occupancy, or functionality
- iv) any action required including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

Nuclear Energy Risks Exclusion

This **Policy** excludes Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks are defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities related to or concerned with:
 - a) the production of nuclear energy or

Policy Exclusions (continued)

- b) the production or storage or handling of nuclear fuel or nuclear waste
- c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an **act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the **Underwriters** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War and Civil War Exclusion

This **Policy** does not cover loss or **Damage** directly or indirectly occasioned by, happening through, or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Sanctions Exclusion

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might become invalid.

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:

- a) by removal of any fire and security protections or building component designed to prevent **Damage** to the **Property Insured**, or
- b) whereby the risk of **Damage** accident or liability is increased, or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued, or
- d) whereby **Your** interest ceases except by will or operation of law, or
- e) 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

Policy Conditions (continued)

- 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 of **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

Policy Conditions (continued)

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:

- a) 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
- b) 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:

- i) 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.
- ii) 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.
- iii) 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

any alarm and/or system forming part of the protections shall be maintained in full and efficient working order

Policy Conditions (continued)

under a contract

- b) 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) 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.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **us** with false or misleading information it could adversely affect **Your** insurance and any claim. For example **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the "Cancellation" condition of this **Policy**.

We, Commercial Express Quotes Limited or the broker that arranged the insurance on **Your** behalf will write to **You** if **We**:

Policy Conditions (continued)

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

Cancellation

Cooling Off Period

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 Quotes Limited will refund a proportion of any premiums paid.

Cancellation Conditions

We or Commercial Express Quotes Limited can cancel this insurance contract by giving **You** 30 days' notice in writing. Any return premium due to **You** will depend on how long this insurance contract has been in force and whether **You** have made a claim.

Examples of why **Your** insurance contract may be cancelled are as follows:

- Where **We** have been unable to collect a premium payment following non-payment correspondence issued to **You** or the broker that arranged the insurance on **Your** behalf.
- A change in the information **You** have previously given **Us** where **We** are able to demonstrate that **We** would not normally offer insurance.
- Unacceptable behaviour by **You** such as abusive behaviour or language, intimidation or bullying of **Our** staff or suppliers.
- **You** have deliberately misrepresented any information given to **Us**.
- **Your** failure to cooperate with **us** in accordance with **Our** claims conditions where it affects **Our** ability to process **Your** claim.
- If **You** have acted fraudulently in any way.
- **You** have deliberately or falsely overstated information given to **Us**.

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.

Policy Excesses – apply as below unless specified otherwise in the **Schedule**

You must pay an amount towards each claim. The amount **You** pay is called an excess. The following excesses apply to each and every claim

Buildings	£250
Glass – Shop Front Windows	£100
Book Debts	£100
Rental Income	£500
Property Owners Liability	£500
Subsidence	£1000

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Policy Conditions (continued)

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

Law and Language applicable to Contract

The language and all communication with you will be in 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).

Non Invalidation

The **Policy** of insurance will not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that, as soon as **You** become aware of any change in use **You** give notice to **Underwriters**, via the broker that arranged the insurance on **Your** behalf, and pay an additional premium if required.

Your Personal Information Notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance. Commercial Express Quotes Limited administer this **Policy** manage this insurance and act on **Our** behalf. For the purposes of this section on Data Privacy only, The SCOR Syndicate 2015 and Commercial Express Quotes Limited are defined as **We/Our**.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not

give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **our** full privacy notice(s), which are available online on **Our** website(s) or in other formats on request.

Policy Conditions (continued)

For the SCOR Syndicate 2015 see: www.scor.com/en/cookies-privacy

For Commercial Express Quotes Limited see: www.commercialexpress.co.uk/privacy-policy-policyholders

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us**, or the broker that arranged the insurance on **Your** behalf.

Claims Conditions

These are the claims conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** claim might become invalid.

Claims - Your Duties

On the happening of any event which may give rise to a claim **You** must;

- a) General - applicable to all Sections;
 - i) notify the **Underwriters'** Claims Representatives without delay, but in any event, within 30 days using the following contact details:
Telephone: 01732 520288
Email: newclaim@woodgate-clark.co.uk
 - ii) take all practicable steps to recover property lost and otherwise minimise the claim
 - iii) 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
 - iv) give all information and assistance the **Underwriters** may require in a timely manner. The **Underwriters** will only request information relevant to **Your** claim.

- b) Applicable to Section 1;

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 certain circumstances **Underwriters** may require sight of freehold title or the insuring lease which must be provided by **You** within 30 days of any such a request.

No claim under this Section will be payable unless the terms of this condition have been complied with.

- c) Applicable to Section 2 - Rental Income

- i) 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
- ii) **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.

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Underwriters** immediately.

Claims Conditions (continued)

d) Applicable to Section 3 - Property Owners Liability

- i) not make or allow to be made on their behalf any admission, offer, promise, payment, or indemnity, without the written consent of the **Underwriters**
- ii) forward to the **Underwriters'** Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement
- iii) 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.

Claims - Underwriters' Rights

The **Underwriters**;

- a) On the happening of **Damage** in respect of which a claim is made may, without incurring any liability or diminishing any of the **Underwriters'** rights under this **Policy**, enter the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Underwriters** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner

No property may be abandoned to the **Underwriters** whether taken possession of by the **Underwriters** or not.

- b) will have full discretion in the conduct of any proceeding and in the settlement of any claim.

Fraud

If **You** make a fraudulent claim under this insurance contract, then **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 clause (c) above:

- (a) **We** will 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); and,
- (b) **We** need not return any of the premiums paid

Subrogation

Any claimant under this **Policy** must at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by the **Underwriters**

The **Underwriters** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at their own expense and for their own benefit any claim for indemnity or damages or otherwise.

Arbitration

If any difference arises as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.

Asbestos

This **Policy** only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these **Insured Events**;

Claims Conditions (continued)

Fire, lightning, explosion or aircraft

This coverage is subject to all limitations in the **Policy** to which this condition is attached and in addition to each of the following specific limitations;

- a the said building or structure must be insured under this **Policy** for **Damage** by an **Insured Event** listed above.
- b the **Insured Event** (listed above) must be the immediate sole cause of the **Damage** to the asbestos.
- c **You** must notify Commercial Express Quotes Limited, via the broker that arranged the insurance on **Your** behalf, the existence and cost of the **Damage** without delay after the **Insured Event** (listed above) first **Damaged** the asbestos.

However, this **Policy** does not insure any such **Damage** first reported to the **Underwriters** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Policy** provides no cover (whether for physical **Damage**, delay of repair, or other **Consequential Loss**) in respect of;

- i) wear and tear or inherent defect, quality or vice (a quality in property that causes it to damage or destroy itself), in or of any asbestos
- ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement, or removal, of any asbestos (**Damaged** or otherwise) or
- iii) any asbestos which the **Insured Event** (listed above) has not physically **Damaged**.

Enquiries and Complaints Procedure

Enquiries

Policy Administration Enquiries

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.

Claims Administration Enquiries

If **You** have any questions or concerns about a claim or its administration, please contact **Underwriters** Claims Representatives using the following contact details:

By telephone number 01732 520288.

By email: info@woodgate-clark.co.uk

How to Complain

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** complaint 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

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

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.

Enquiries and Complaints Procedure (continued)

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 3rd 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
EC3M 7AA

Telephone: 0203 817 5070
E-mail: scorchannelcomplaints@scor.com

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
Website: 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