

Commercial Property Owners

Policy Wording

Guide to Commercial Property Owners Policy Wording

This insurance is designed to provide cover for **You** as owners of 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 general 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 **You** breach 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 **Your** insurance advisor.

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 General Exclusions and **We** will not pay a claim if these exclusions are applicable.

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

Reading the Policy

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any **Endorsements** to ensure that the cover meets with **Your** requirements. This **Policy** is a legally binding contract which **You** have made with the **Insurers**.

In the event that the cover does not meet with **Your** requirements **You** should advise **Your** insurance advisor without delay.

We will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain effective unless **We** have agreed to a variation in writing.

Authorised Policy

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

Provided always that: -

- (i) The liability of the **Insurers** 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**.

Any dispute arising out of or in connection with this **Policy** will be subject to and interpreted solely in accordance with the laws of England and Wales. **You** and the **Insurers** agree that all disputes arising out of or in connection with the **Policy** will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the law applicable (as documented in the **Policy** Conditions section within this **Policy**).



Authorised Signatory

About the Insurer

This policy is underwritten by AmTrust Speciality Limited, whose registered office is at Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom (01229676).

The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting www.fca.org.uk

This policy is arranged by Commercial Express Quotes Limited who act as agent of the Insurers. Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 311067. Registered office B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

Financial Services Compensation Scheme (FSCS)

Commercial Express Quotes Limited and AmTrust Specialty Limited are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that AmTrust Specialty Limited or Commercial Express Quotes Limited cannot meet any obligations to **You** under this insurance. Further details about the scheme can be obtained by contacting them on: Tel: 0800 678 1100 or + 44 (0) 207 741 4100 or www.fscs.org.uk

Index

Guide to Commercial Property Owners Policy Wording		2
Authorised Policy		3
Your Personal Information Notice		5-6
Policy Definitions		7-11
Section 1 Buildings		12-18
Section 2 – Landlord’s Contents		19-20
Section 3 – Property Owner’s Liability		21-24
General Exclusions		24-26
Policy Conditions		27-31
Claims Conditions		32-34
Complaints procedure		35-36

Your Personal Information Notice

In respect of the following statement only, 'We/Our/Us' refers to AmTrust Specialty Limited, and Commercial Express Quotes Limited. AmTrust Specialty Limited, and Commercial Express Quotes Limited acknowledge that each are independent Data Controllers and each alone determine the purposes and means of processing as a controller.

We respect Your right to privacy. In **Our** Privacy Policy (available at the website links below) **We** explain who **We** are, how **We** collect, share and use personal information about **You**, and how **You** can exercise **Your** privacy rights. If **You** have any questions or concerns about **Our** use of **Your** personal information, then please contact Us using the appropriate contact details below.

We may collect Your personal information such as name, email address, postal address, telephone number, gender, date of birth and payment details. In some circumstances, **We** may need to collect information relating to health or criminal convictions in order to provide Your insurance **Policy** or if it is required for any legal obligations. **We** need the personal information to enter into and perform a contract with **You** and **We** will use Your personal information to provide products and services as required by **You**, communicate with **You**, undertake statistical analysis, develop new products and services, and to meet **Our** legal or regulatory obligations. **We** retain personal information **We** collect from You where We have an ongoing legitimate business need to do so (please note that reference to "You" or "Your" herein encompasses non-exhaustively "You, Your company, employees and / or customers").

We may disclose your personal information to:

- **Our** group companies (where applicable);
- third party services providers and partners who provide data processing services to **Us** or who otherwise process personal information for purposes that are described in **Our** Privacy Policy or notified to **You** when **We** collect **Your** personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where **We** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **Our** legal rights, or (iii) to protect **Your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **Our** business, provided that **We** inform the buyer it must use **Your** personal information only for the purposes disclosed in **Our** Privacy Policy; or
- any other person with **Your** consent to the disclosure.

Most of the personal information **We** hold about **You** is received from **Your** Insurance advisor, who will provide **Us** with **Your** information so **We** can arrange and provide **Your** insurance **Policy** for **You**. **We** may also collect personal information from **You** if **You** contact **Us** directly, for example if **You** needed to make a complaint.

We use appropriate technical and organisational measures to protect the personal information that **We** collect and process about **You**. The measures **We** use are designed to provide a level of security appropriate to the risk of processing **Your** personal information.

Your personal information may be transferred to and processed in countries outside of the UK. Where we do this, we take all steps necessary to ensure that **Your** personal information is treated securely and in accordance with data protection legislation.

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

You are entitled to know what data is held on **You** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **We** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in **Our** Privacy Policy.

You can opt-out of marketing communications **We** send **You** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **We** send You. Similarly, if **We** have collected and processed **Your** personal information with **Your** consent, then **You** can withdraw **Your** consent at any time. Withdrawing **Your** consent will not affect the lawfulness of any processing **We** conducted prior to **Your** withdrawal, nor will it affect processing of **Your** personal information conducted in reliance on lawful processing grounds other than consent.

If **You** have any concerns about our use of **Your** personal information, you can make a complaint to **Us** by using the appropriate contact details below.

Your Personal Information Notice (Continued)

You can also complain to the ICO if you are unhappy with how **We** have used **Your** data. The ICO's address is: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113 ICO website: <https://www.ico.org.uk>

Our Privacy Policies can be viewed at:

AmTrust Specialty Limited <https://www.amtrustinternational.com/dpn>

Commercial Express Quotes Limited <https://www.commercialexpress.co.uk/privacy-policy-policyholders>

A copy can also be provided on request by using the contact details below:

AmTrust Specialty Limited By Email: privacy@amtrustgroup.com
or by writing to us at: The Data Protection Officer, AmTrust International, Exchequer Court,
33 St. Mary Axe, London, EC3A 8AA

Commercial Express Quotes Limited By Email: hello@commercialexpress.co.uk
By Phone: 01384 473021
or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street,
Brierley Hill, DY5 1XH

If **You** wish to make a complaint directly to **Us** please contact:

AmTrust Specialty Limited Online: <https://amtrustinternational.com/About-Us/Contact-Us>
By Email: privacy@amtrustgroup.com
or by writing to us at: The Data Protection Officer, AmTrust International, Exchequer Court,
33 St. Mary Axe, London, EC3A 8AA

Commercial Express Quotes Limited By Email: hello@commercialexpress.co.uk
By Phone: 01384 473021
or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street,
Brierley Hill, DY5 1XH

You can also complain to the ICO if you are unhappy with how **We** have used **Your** data. The ICO's address is: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113 ICO website: <https://www.ico.org.uk>

Policy Definitions

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

Aerials

Satellite dishes, television or radio aerials, aerial fittings, aerial masts and plinths.

Asylum Seeker(s)

Person who seeks the status of refugee in national or international law.

Buildings

The buildings situated at the **Premises** specified in the **Schedule** including:

- 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) outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges and gates

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 by **You** of the **Premises** including;

- a) maintenance, occupation or use of the **Property** Insured by **You**
- b) the provision and management of canteen, sports, social or welfare organisations for the benefit of **Employees** and fire, security, first aid, medical and ambulance services
- c) private work undertaken with **Your** prior consent by **Employees** for any director or senior official.

Consequential loss

Any loss which happens as a result of, or is a side effect 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 them
- 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(s)

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(es)

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.

Injury

Accidental death of, accidental physical bodily injury, physical illness or physical disease to, any third party

Insured Event(s)

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 from them
- 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
- 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

Policy Definitions (continued)

- l) **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.
- m) Accidental **Damage** - (This - operates 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 **Landlord's 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.
18. **Damage** of more than £5,000.

Policy Definitions (continued)

Landlord's Contents

Interior Decorations, fixed furniture, fitted carpets, domestic appliances, **Aerials** and **Your** household goods and furnishings in any residential part of the **Premises** excluding **Valuables** belonging to **You** or for which **You** are responsible whilst contained in the **Building**.

Landslip

Downward movement of sloping ground.

Period of Insurance

The period of insurance specified in the **Schedule**, or until cancelled.

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** will be considered as referring to the entire **Policy**.

Portable Heating

Any Portable Heaters (non fixed) except portable oil-filled heaters.

Premises

The Address(es) specified in the **Schedule** including any self-contained residential accommodation forming part of the **Buildings**.

Property Insured

The **Buildings** and **Landlord's Contents** at the addresses(s) specified in the **Schedule** if and to the extent they are included in the **Schedule**.

Renovation(s)

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 **Sums 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

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, and the Isle of Man.

Policy Definitions (continued)

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

When the **Premises** (or any part of the **Premises**) are closed for trade, untenanted or not resided at for a period in excess of thirty consecutive days.

We/Us/Our/Insurers

AmTrust Specialty Limited

You/Your

The person, people or entity 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 **Insurers'** liability is not increased may be carried out:
 - in any manner **You** and the **Insurers** agree
 - on another site agreed by both **You** and the **Insurers**

- (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, European Union and Public Authorities Legislation, Architects, Surveyors, Legal and Consulting Engineers' Fees**

European Union and Public Authorities Legislation

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

- a) European Union or
- b) 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 under which notice has been served upon **You** prior to the happening of the **Damage** for which there is an existing requirement which has to be implemented within a given period
 - iii. 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 out of 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 **Insurers** 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 **Insurers** will not pay for any costs or expenses;

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

Section 1 – Buildings (continued)

Cover

Insurers 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 Insurers** 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.
- (i) 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** in locating the source and subsequent making good of **Damage** resulting from;

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

provided

- a) the **Damage** to any part of the cable or pipe is within the perimeter of the **Buildings**
- b) 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 from 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

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**.

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 from its unauthorised use by persons taking possession of or occupying **Buildings** without **Your** authority up to a limit of £5,000 provided that **You** 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. Loss of Rent and costs for alternative accommodation

Following an **Insured Event** which results in a valid claim under this **Policy**, We will pay **You**:

- i) loss of rent if the **Buildings** become uninhabitable or partly uninhabitable and cannot be let, or
- ii) if necessary the cost of reasonable alternative accommodation for **Your** tenant

We will not pay:

- a) More than 20% of the **Buildings** sum insured (or as stated in the **Schedule**)
- b) More than £150,000 in respect of alternative accommodation
- c) For loss of rent arising from the tenants leaving the **Premises** without giving **You** notice
- d) For rent the tenants have not paid
- e) For loss of rent to any **Premises** that were **Unoccupied** immediately before the **Insured Event**
- f) For any letting agents share of the rent or any other expenses **You** must pay to the letting agent
- g) For loss of rent after We consider the **Buildings** are fit to be let

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

6. Capital Additions

We will pay for:

- i) Any newly acquired, newly erected property or property under construction
- ii) Alterations, additions and improvements to the **Premises**, but not for any appreciation in value

which **You** are legally responsible for anywhere within the **Territorial Limits** up to a maximum limit of 10% of the **Buildings Sum Insured** or £250,000, whichever is lower.

You must notify Commercial Express Quotes Limited, via **Your** insurance advisor, without delay and pay the appropriate additional premium.

7. Illegal Cultivation of Drugs

We will pay for the clean-up costs and remedial work in reinstating **Your Building** back to its original condition if **Your** tenant alters the **Buildings** without **Your** knowledge for the Cultivation of Drugs.

Provided that the maximum amount does not exceed £5,000 in any one **Period of Insurance**.

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

Section 1 – Buildings (continued)

8. Buildings and Shop Front Windows – Boarding up of Glass

We will pay for breakage of **Glass** at the **Premises** as defined under **Buildings** and **Shop Front Windows** providing a sum insured is specified in the **Schedule** including;

- i) The cost of boarding up required by such breakage
- ii) The cost of refitting alarm foil consequent upon the breakage of **Glass**.

We will not pay for;

- a) The **Excess** specified in the **Schedule**
- b) **Consequential Loss** of any and every description
- c) 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.

Provided that the maximum amount payable under this extension will not exceed the **Sum Insured** stated in the **Schedule**.

Exclusions applying to this section (In addition the General Exclusions also apply to this Section)

The following exclusions apply to this Section:

We will not pay for;

- 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 oxidisation, 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
 - 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 wooden 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

Section 1 – Buildings (continued)

- vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
- vii) theft or attempted theft:
 - a) following **Damage** unless the **Buildings** were entered using forcible and violent means
 - b) by a person authorised to be in any part of the **Buildings**
 - c) following **Damage** caused when the **Buildings** are occupied by **Asylum Seekers**
- 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 Buildings** caused by or arising from the following **Insured Events** in respect of **Unoccupied Buildings** or parts of **Unoccupied Buildings**:
 - a) Riot, civil Commotion, strikers, persons taking part in labour disturbances or malicious persons
 - b) Escape of Water
 - c) Theft or attempted theft
- f) **Damage to Shop Front Windows** in respect of **Unoccupied Buildings**.
- g) **Damage** arising from or caused by Japanese Knotweed.

Basis of Settlement

1. Reinstatement Conditions

- i) **Insurers'** 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 **Insurers**;
 - 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 **Insurers'** 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 **Insurers** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** arising from an **Insured Event** which results in a valid claim under this **Policy** then **Insurers** will pay **You**, whichever is the lesser of:

Section 1 – Buildings (continued)

- 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 **Insurers** agree upon

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

Limit of Indemnity

Insurers' liability in respect of all incidents 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, **Insurers'** liability will be limited to that **Sum Insured**;
- (ii) In any event, **Insurers'** 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 **Insurers** 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.
- (ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Insurers'** liability will be limited to **Removal of Debris**.

Conditions applicable to this section

Average

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.

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 **Insurers** will be limited to its rateable proportion of such loss.

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.

Section 1 – Buildings (continued)

Transfer of Interest

If **You** sell the **Premises**, from the date **You** exchange contracts **We** will give the buyer the benefit of Section 1 **Buildings** until completion of the sale, as long as this is within the **Period of Insurance**.

We will not pay for any claim for **Damage** to the **Buildings** if the buyer is insured under any other insurance.

Section 2 – Landlord’s Contents

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

Definitions specific to this Section

Money

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

Valuables

Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections medal collections or computer equipment.

Cover

Insurers agree that if, during the **Period of Insurance**, an item of **Landlord’s Contents** at the **Premises** sustains **Damage** due to an **Insured Event** which results in a valid claim under this **Policy**, **Insurers** will pay **You**:-

the replacement cost of the **Damaged Landlord’s Contents** as new, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlord’s Contents**, or at **Insurers’** option pay the costs of repairing any item.

Exclusions applying to this Section (In addition the General Exclusions also apply 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) **Damage to Landlord’s Contents** in the open
- d) **Property Insured** more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**
- e) **Damage to any Property Insured** directly or indirectly caused or contributed from:
 - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, 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
 - 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) 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
 - v) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information

Section 2 - Landlords Contents (continued)

- vi) theft or attempted theft following theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
 - vii) **Damage** caused when the **Buildings** are occupied by **Asylum Seekers**
 - 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.
- f) **Damage to Landlord's Contents** in respect of **Unoccupied Buildings** or parts of **Unoccupied Buildings**.

Basis of Settlement

How We deal with Your claim

1. If **You** claim for **Damage** to the **Landlord's Contents** **We** will at **Our** option pay to repair or replace any article covered under section 2.
For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **We** have authorised the cost of replacement.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Landlord's Contents** which form part of a pair, set or suite or part of a common design or function when the **Damage** is restricted to a clearly identifiable area or to a specific part.
3. **We** will not reduce the **Sum Insured** under section 2 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further **Damage**.
4. If **You** are under-insured, which means the cost of replacing or repairing the **Landlord's Contents** at the time of the **Damage** is more than **Your Sum Insured** for the **Landlord's Contents**, then **We** will only pay a proportion of the claim. For example if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Landlord's Contents**, **We** will only pay one half of the cost of repair or replacement.

Conditions applicable to this section

Other Insurances

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

Limit of Indemnity

We will not pay any more than the **Sum Insured** for the **Landlord's Contents** of each **Premises** shown in the **Schedule**.

Section 3 - Property Owners Liability

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

Cover

The **Insurers** will indemnify **You** against all sums the **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 material 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 **Insurers** will indemnify under the terms of this Section any **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 **Insurers** 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 **Insurers** in connection with a claim that **You** are entitled to indemnity under this Section the **Insurers** will provide compensation to **You** at the following rates for each day on which attendance is required;

- a) any director or partner £250
- b) 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 **Insurers** 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 indemnify **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 previously owned for purposes relating to the **Business** and since disposed of by **You** provided that;

Section 3 - Property Owners Liability (continued)

- a) this extension will not indemnify **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 **Insurers** will not be liable under this extension if **You** are entitled to indemnity under any other insurance.

Exclusions Applying to Section 3 (In addition the General Exclusions also apply to this Section)

The **Insurers** will 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

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**.
- (2) **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
 - b) 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.
 - c) 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**.
 - (3) 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 **You** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.

- (4) 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.

Conditions applicable to this section

Discharge of Liability Clause

The **Insurers** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Insurers** 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.

Section 3 - Property Owners Liability (continued)

Limit of Liability

The liability of the **Insurers** 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 **Insurers** 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 **Insurers** in an appeal against conviction arising from such proceedings provided that the **Insurers** will not indemnify **You** in respect of:
 1. fines and penalties
 2. costs or expenses insured elsewhere.

General Exclusions (Applicable to all Sections unless stated otherwise)

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

Asbestos Exclusion Clause

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.

Building Works Exclusion Clause

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

Contamination and Pollution Exclusion Clause

1. This **Policy** does not cover any loss, **Damage** or liability 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 events;
 - 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 Clause

This **Policy** does not cover any:

1. 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 1. i) and/or 1. ii) above.

However, where:

- a fire or explosion occurs as a result of 1. i) or 1. ii) above;
- an escape of water from any tank, apparatus or pipe occurs as a result of 1. i) or 1. ii) above; or
- a theft or attempted theft immediately follows 1. i) or 1. ii) above;

and that fire, explosion, escape of water from any tank, apparatus or pipe, theft or attempted theft would otherwise be covered under this **Policy**, **We** will still cover physical loss or **Damage** resulting from that fire, explosion, escape of water from any tank, apparatus or pipe, theft or attempted theft.

2. Electronic Data

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

General Exclusions (continued)

Infectious or Contagious Disease Exclusion Clause

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 Exclusion Clause

In no case will this **Policy** cover loss, **Damage**, liability, or expense, 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 Clause

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 Clause

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
 - 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.

Sonic Bangs Exclusion Clause

The insurance by this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Portable Heating Exclusion Clause

The insurance by this **Policy** does not cover **Damage** caused by **Portable Heating**.

General Exclusions (continued)

Terrorism Exclusion Clause

This **Policy** excludes loss, **Damage**, cost or expense of any nature directly or indirectly caused by, resulting from, arising out of 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.

This exclusion also excludes loss, **Damage**, cost or expense of any 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 **Insurers** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy**, the burden of proving the contrary will be upon **You**.

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

War and Civil War Exclusion Clause

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 Clause

We shall not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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 **Insurers** 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 **Insurers** express written agreement

otherwise **Insurers** may refuse to pay **Your** claims or provide indemnity under this **Policy**.

Maintenance and Safety

It is important that **You** comply with a) - d) 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.

You must:

- a) if the **Buildings** or any part of the **Buildings** is let as residential accommodation **You** must comply with current gas safety regulations and laws and must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer
- b) If the **Buildings** are not let as residential accommodation **You** must ensure that annual Gas maintenance checks are undertaken and at the commencement of this insurance **You** must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer,
- c) 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 the whole 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)

Policy Conditions (continued)

- iii) documents that all C1 or C2 deficiencies or defects have been remedied and **You** must be in the possession of such certificates of inspection and evidence of maintenance.
- d) in respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations such vessel, machinery or apparatus shall be the subject of:
 - i) inspection(s) under contract, and
 - ii) regular maintenance schedules

and **You** must be in the possession of such certificates of inspection and evidence of maintenance.

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
 - c) 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
 - d) 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 (for example: **Unoccupied** Cover Option 1, Option 2 or Option 3).

Policy Conditions (continued)

Information You have given Us

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this policy starts, at each renewal and when **You** make any amendment(s) to cover. This means **You** must:

- disclose all material facts of which **You** know or ought to know.
- make the disclosure in a reasonably clear and accessible way.
- make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

If **You** are an individual (such as a sole trader or individual partner):

- a) what is known to **You** and anybody who is responsible for arranging this insurance, or

if **You** are not an individual (such as a limited company or partnership):

- a) what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **us**, then:

- a) where the breach was deliberate or reckless, **We** may avoid this policy, refuse all claims and keep all premiums paid.
- b) where the breach was neither deliberate nor reckless and, but for the breach, **We would not** have agreed to provide cover under the policy on any terms, **We** may avoid this policy and refuse all claims, but **We** will return any premiums paid.
- c) where the breach was neither deliberate nor reckless and, but for the breach, **We would** have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a premium of £200 but **We** should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, **You** will only be paid £500.

Policy Conditions (continued)

Cancellation

Your Cancellation Rights

You may cancel this insurance within 14 days of the day **You** purchase this insurance or the day on which **You** receive the **Policy** wording, whichever is the later by contacting Commercial Express Quotes Limited via **Your** insurance advisor.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the 14 day cooling off period, there will be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed. Notice of cancellation should be provided to Commercial Express Quotes Limited via **Your** Insurance advisor.

Our Cancellation Rights

We can cancel this insurance by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will refund the part of **Your** premium which applies to the remaining **Period of Insurance** providing **You** have not made a claim. Commercial Express Quotes Limited will send **Our** cancellation letter to the address shown on the **Schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **We** have been unable to collect a premium payment and this has not been rectified by **You** within the time period given.
- Where **You** are required in accordance with the terms of this policy to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and will cancel **Your Policy** if **You** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **We** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

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 the '**Excess**'. The following **Excesses** apply to each and every claim.

	Occupied property built after 1800	Occupied Property built before 1800	Unoccupied Property days 0 - 60	Unoccupied Property days 61+
Subsidence, Landslip or Heave	£1,000	£1,000	£1,000	£1,000
Buildings	£250	£250	£500	£2,500
Shop Front Windows	£100	£100	Cover not available	Cover not available
Landlord's Contents	£250	£250	Cover not available	Cover not available
Loss of Rent	£250	£250	Cover not available	Cover not available
Property Owner's Liability	£250	£500	£500	£2,500

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 Applicable

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts in England and Wales.

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 **Insurers**, via **Your** Insurance advisor, and pay an additional premium if required.

General 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) Applicable to all Sections of **Your Policy**, Notify the **Insurers'** Claims Representatives without delay, but in any event within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

CPA Chartered Loss Adjusters
Queen Charlotte House,
Queen Charlotte Street,
Bristol BS1 4HQ

Telephone: 0117 929 9255
Email: bristol@cpadjusting.com
Opening Hours: Monday to Friday 9am to 5pm

Out of hours emergency telephone number: 0117 938 8386

- b) Applicable to all Sections;
- i) take all practicable steps to recover property lost and otherwise minimise the claim
 - ii) 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
 - iii) give all information and assistance the **Insurers** may require in a timely manner. The **Insurers** will only request information relevant to **Your** claim.

To enable **Your** claim to be dealt with quickly the **Insurers** Claims Representatives will require **You** to provide them with assistance and evidence concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- i) **Your** name, address and telephone numbers
- ii) Policy Number
- iii) The date of the incident
- iv) Police details / Crime Reference number where applicable
- v) The cause of the loss or **Damage**
- vi) Details of the loss or **Damage** together with the claim value if known
- vii) Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.

- c) Applicable to **Section 1 Buildings and Section 2 Landlord's Contents**;

Within 30 days or such further time as the **Insurers** may in writing allow deliver to the **Insurers**, 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 **Insurers** 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 **Insurers** 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.

General Claims Conditions (continued)

- d) Applicable to Section 3 - Property Owner's Liability
- not make or allow to be made on their behalf any admission, offer, promise, payment, or indemnity, without the written consent of the **Insurers**
 - forward to the **Insurers'** Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement
 - advise the **Insurers'** Claims Representatives (Contact details as above) without delay when **You** have any knowledge of any impending prosecution, inquest, Fatal Accident, or Ministry Enquiry.

Claims - Insurers' Rights

The **Insurers**;

- a) On the happening of **Damage** in respect of which a claim is made may, without incurring any liability or diminishing any of the **Insurers'** rights under this **Policy**, enter the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Insurers** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner.
No property may be abandoned to the **Insurers** whether taken possession of by the **Insurers** 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**:

- Are not liable to pay the claim; and
- May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- 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:

- 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,
- 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 **Insurers** 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 **Insurers**.

The **Insurers** 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**;

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;

- the said building or structure must be insured under this **Policy** for **Damage** by an **Insured Event** listed above.
- the **Insured Event** (listed above) must be the immediate sole cause of the **Damage** to the asbestos.

General Claims Conditions

- c) **You** must notify Commercial Express Quotes Limited, via **Your** insurance advisor, 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 **Insurers** 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**.

Complaints Procedure

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should in the first instance contact the insurance advisor who arranged this **Policy** for **You**.

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact the insurance advisor who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of **Your** claim please contact:

CPA Chartered Loss Adjusters
Queen Charlotte House,
Queen Charlotte Street,
Bristol BS1 4HQ

Telephone: 0117 929 9255
Email: bristol@cpadjusting.com
Opening Hours: Monday to Friday 9am to 5pm

Out of hours emergency telephone number: 0117 938 8386

If **Your** complaint relates to any other matter, **You** should contact Commercial Express Quotes Limited, details below, who will try to resolve **Your** complaint.

The Compliance Manager
Commercial Express Phone +44 (0)1384 473021
B1 Custom House Email complaints@commercialexpress.co.uk
The Waterfront, Level Street
Brierley Hill, DY5 1XH

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.

If **Your** complaint needs to be dealt with by **Us**, **Your** complaint will be referred to **Your Insurers** complaints team within three working days. **You** may also raise a formal complaint directly in writing or verbally to **Your Insurers** by using the contact details below:

At AmTrust Specialty Limited, **We** are committed to providing a high level of service at all times but, if **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so **We** can try to put things right. If **You** wish to make a complaint about a claim under **Your** policy please contact:

Complaints Department
AmTrust Specialty Limited
Market Square House
St James's Street
Nottingham
NG1 6FG
Telephone: 0115 934 9852 (lines are open 9am - 5pm Mon-Fri - calls are charged at standard rate)
Email: complaints@amtrusteu.co.uk

We will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and provide **Our** response within four weeks. If it will take **Us** longer than four weeks, **We** will explain the current position and let **You** know when you can expect our response.

Your Insurers complaints team will acknowledge **Your** complaint promptly and respond fully to **Your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **You** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **Your** complaint in eight weeks, they will write to **You** explaining the reason as to why this has not been possible. They will also advise **You** of **Your** right to refer **Your** complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **You** be dissatisfied with the outcome of **Your** complaint, **You** may have the right (subject to eligibility) to refer **Your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **Your** right to take legal action.

Complaints Procedure (continued)

If **You** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service	Phone: +44 (0) 800 023 4567 (calls to this number are free from “fixed lines” in the UK)
Exchange Tower	+44 (0) 300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
London E14 9SR	Email: complaint.info@financial-ombudsman.org.uk .

You can find more information on the FOS at www.financial-ombudsman.org.uk.

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman, PO BOX 114	Phone: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Jersey, Channel Islands	Fax +44 1534 747629
JE4 9QG.	Email: enquiries@ci-fo.org
	Website: www.ci-fo.org

This complaints procedure does not affect **Your** right to take legal action.