

Summary of Cover



Commercial Property Owners Insurance

Summary of Cover

About this Summary of Cover

This summary provides key information only about insurers and the insurance cover available within Commercial Property Owners Policy which is designed to provide cover for you as owners of commercial property. **This summary does not contain the full policy terms, conditions, exclusions and warranties applicable to this insurance contract.** These are set out in the policy wording which can be found in the Policy booklet. You should review your policy regularly to ensure that it meets your requirements, in the event that it does not meet your requirements you should advise your insurance advisor without delay. **WE RESERVE THE RIGHT TO CHANGE OR LIMIT ANY COVER.**

About the Insurer

This policy is underwritten by AmTrust Specialty 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.

Duration of this Insurance

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

The Law Applicable to this Insurance

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.

The Cover Available

We will insure only those sections of cover if the schedule shows that it is included.

Territorial Limits

This policy provides cover for risks located within Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

Buildings are defined as:

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) permanently fitted fuel tanks and septic tanks connected to the buildings
- e) outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges and gates

Landlord's Contents are defined as:

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.

Key Benefits

Buildings and Landlord's Contents (optional) maybe covered for loss or damage caused by the following insured events:

- Fire, explosion, lightning and earthquake
- Aircraft or other aerial devices or articles dropped from them
- Riot, civil commotion, strikes, locked out workers, persons taking part in labour disturbances or malicious persons
- Storm or flood

- Escape of Water or oil from any tank, apparatus or pipe
- Theft or attempted theft
- Impact by 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
- Subsidence, landslip or heave

Buildings cover also includes:

- Metered Water - £2,500 any one claim and not exceeding £5,000 any one period of insurance
- Accidental damage to any cables or underground service pipes servicing the premises
- Unauthorised use of electricity gas or water - £5,000
- Trace & Access - £5,000 in any one period of insurance
- Loss of rent due to you up to 20% of the sum insured for buildings (or as stated in the schedule). This extension is not operative if the premises are occupied by you.
- Capital Additions – 10% of the building sum insured or £250,000 whichever is lower
- Illegal Cultivation of Drugs - £5,000 in any one period of insurance
- Transfer of interest
- Professional fees and other costs
- Index Linking
- Accidental Damage (optional for certain types of tenants)

Some of the extensions will be excluded if the buildings are unoccupied.

Definition of 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.

Unoccupied Cover

This insurance will only cover:

- Fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, earthquake, storm or flood, 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, subsidence, landslip, heave,
- Property Owner's Liability,

If your schedule includes buildings cover, the Section 1 Extensions of

- Accidental damage to any cable or underground services pipes servicing the building
- Capital additions
- Damage to shop front windows

will be excluded in respect of unoccupied buildings.

Other specific terms, conditions and exclusions apply in respect of unoccupied properties.

Contents cover (which is optional) also includes:

Accidental Damage (optional for certain types of tenants)

Property Owner's Liability

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

Excess

The amount you will have to pay towards each separate claim.

The following excesses apply to each and every claim unless specified otherwise in your schedule.

	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 Owners Liability	£250	£500	£500	£2,500

How to Pay

The insurance advisor that arranged the insurance will advise you of the full details of when and the options by which you can pay.

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.

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.

Alteration in Risk

You must notify Commercial Express Quotes Limited, via your insurance advisor, 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 the your interest ceases except by will or operation of law, or
- e) by a change of type of tenant or use of the buildings, or the buildings becoming 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) take all reasonable precautions to prevent damage when undertaking renovations to the property. You must not undertake building works without the insurer's 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 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)

- 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:

- i) 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
- ii) 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 and Explosion will be excluded.

1. You or your nominee must inspect the buildings every 14 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 your insurance advisor, 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 landlord's 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).

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.

General Exclusions

The following is a summary of the liability which is excluded under the policy (please refer to policy wording for all specific and general exclusions):

- Existing damage
- Damage caused during or as a result of building work(s) falling outside policy definition of renovation
- Damage caused by portable heating
- Costs for keeping to any requirements or regulations you knew of before the loss or damage occurred
- Loss of market and Consequential Loss
- Damage caused by wear and tear or any gradually operating cause
- Damage caused by domestic pets or by insects or vermin
- Pairs and sets (The cost of replacing or altering any undamaged part or item forming part of a set).
- Property not covered - living creatures, motor vehicles, property insured more specifically insured by another policy, plants, trees and shrubs in the garden.
- Radioactive contamination
- Property being confiscated or detained by any government or public or local authority
- We will not cover loss or damage to fronted glass windows unless otherwise stated on your property schedule
- Damage caused by Japanese Knotweed
- Sonic Bangs
- War and Civil War
- Diminution in value
- Terrorism
- Sanctions
- Cyber and Data
- Infectious or Contagious Disease

How we settle your claim

Buildings

We will pay:

- (i) 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, or if the buildings is an individual flat, forming part of a block, we will pay the amount to reinstate the damaged buildings belonging to You in accordance with the reinstatement conditions but we will not pay for any damage to common parts other than those parts owned by you or for which you are individually legally responsible.
- (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.

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 insurer's liability not exceeding the limits and sum insured stated in the schedule.

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:

- 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 insurer's liability not exceeding the limits and sum insured stated in the schedule.

Landlord's Contents

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.

How to make a claim under this Insurance

To make a claim simply call or email the insurer's claims representatives without delay, but in any event within 30 days by using the following contact details:

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

Ideally, as part of the initial notification, you will provide the policy number stated on your schedule and full details of the claim.

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

- a) 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.
- b) Applicable to Section 1 Buildings and Section 2 Landlord's Contents;

Within 30 days deliver a statement setting out particulars of the claim together with all details, proofs and information regarding the cause and amount of damage 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.

c) 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 insurers
- ii) forward to the insurers' Claims Representatives every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement
- iii) advise the insurers' Claims Representatives without delay when you have any knowledge of any impending prosecution, inquest, Fatal Accident, or Ministry Enquiry.

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 the insurers claims representatives:

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
B1 Custom House
The Waterfront
Level Street
Brierley Hill
DY5 1XH

Phone +44 (0)1384 473021
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.

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:

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

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.

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

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)
+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).

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
Jersey
Channel Islands
JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax +44 1534 747629

Email: enquiries@ci-fo.org
Website: www.ci-fo.org

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

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.