

## Commercial & Industrial PO – Axis Comparison Document

### Policy Wording

Section/Title (Policy Wording)	Previous Version	New Version
Order of Policy & Layout	1) Guide 2) Index 3) Authorised Certificate 4) Obligations 5) Claims & Remedy Condition 6) Sections of Cover; i. Cover & Basis of Settlement ii. Conditions applicable to Basis of Settlement iii. Exclusions iv. Definitions v. Extensions vi. Conditions 7) General Exclusions 8) Certificate Excess' 9) Certificate Conditions 10) Certificate Definitions 11) Complaints Procedure	1) Guide 2) Authorised Policy 3) Index 4) Policy Definitions 5) Sections of Cover; i. Definitions ii. Cover iii. Extensions iv. Exclusions v. Basis of Settlement vi. Conditions 6) General Exclusions 7) Policy Conditions 8) Claims Conditions 9) Complaints Procedure
Policy Title	Commercial Property Owners – Certificate Wording	Commercial Property Owners – Wording - Axis
Throughout	Certificate	Policy
Throughout	Defined Peril	Insured Event
Guide	<p style="text-align: center;">Previous version included 'obligations'.</p> <p>There are certain obligations contained in this certificate that are important to us and that <b>We</b> rely upon <b>You</b> to comply with. The obligations clearly set out what <b>You</b> must do and what <b>You</b> must not do to ensure coverage under this certificate is not prejudiced. <b>You</b> should note that if <b>You</b> do not comply with the obligations, in certain circumstances specific coverage will be excluded or the certificate may be considered void. If <b>You</b> are unsure as to what an obligation means or <b>You</b> may not be able to comply with the terms <b>You</b> should consult with <b>Your</b> insurance advisor.</p> <p>The certificate defines what is covered under separate sections 1-4. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.</p>	<p>Obligations replaced by 'general conditions and exclusions'.</p> <p>In deciding to accept this insurance and in setting the terms, <b>We</b> have relied on the information <b>You</b> have given <b>Us</b>. <b>You</b> must take care when answering any questions <b>We</b> ask by ensuring that any information provided is accurate and complete. This <b>Policy</b> sets out all the circumstances in which <b>You</b> can make a claim. It is not a maintenance contract and does not protect against every loss.</p> <p>There are Policy and claims conditions contained in this <b>Policy</b> and conditions specific to certain sections (additional requirements may be imposed by <b>Endorsement</b>) that are all important to <b>Us</b> and which <b>We</b> rely upon <b>You</b> to comply with. The conditions clearly set out what <b>You</b> must do to ensure cover under this <b>Policy</b> is not prejudiced. In the event <b>You</b> breach a condition(s) and</p>

	<p>Exclusions applying to the whole certificate are set in General Exclusions section and <b>We</b> will not pay a claim if these exclusions are applicable.</p> <p>The General certificate conditions sets out certain rights of <b>You</b> and <b>Us</b> and include clauses that apply to the whole of the certificate.</p> <p>The certificate Definitions provide the meaning to words and phrases wherever they appear in the certificate. <b>You</b> will see words in bold which highlights that for the purposes of this certificate they are a definition.</p> <p>The certificate attaching to this certificate will set out the period of this insurance and specify which Sections of this certificate are operative including the <b>Sums Insured</b>.</p> <p>The <b>Schedule</b> may also contain clauses additional to the certificate wording that <b>Underwriters</b> have imposed placing additional obligations on <b>You</b> and/or limiting coverage. The terms of those clauses will be attached to the certificate in the form of an endorsement.</p> <p>In the unlikely event <b>You</b> feel that <b>You</b> need to make a complaint concerning this insurance <b>You</b> will find this in our complaints procedure section.</p> <p style="text-align: center;"><b>Reading the Certificate</b></p> <p>It is strongly recommended that <b>You</b> read the <b>Certificate</b> including the <b>Schedule</b> and any endorsements to ensure that the <b>Certificate</b> meets with <b>Your</b> requirements.</p> <p>In the event that the <b>Certificate</b> does not meet with <b>Your</b> requirements and/or that <b>You</b> are unable to comply with any of the obligations, terms and conditions, <b>you</b> should immediately advise <b>Your</b> insurance advisor. The <b>Underwriters</b> will then decide whether or not to agree to a variation of the policy. However, the terms of the <b>Certificate</b> will remain effective unless <b>Underwriters</b> have agreed to a variation in writing.</p>	<p><b>You</b> need to make a claim <b>You</b> will need to show that non - compliance with the condition could not have increased the risk of <b>Damage</b> which has occurred.</p> <p>If <b>You</b> are unsure as to what a condition means or if <b>You</b> are unable to comply with the terms <b>You</b> should consult with <b>Your</b> insurance advisor.</p> <p>The <b>Policy</b> Definitions section provides the meaning to words and phrases wherever they appear in the <b>Policy</b>. <b>You</b> will see words in bold which highlights that for the purposes of this <b>Policy</b> they are a definition.</p> <p>The <b>Policy</b> 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.</p> <p>Exclusions applying to the whole <b>Policy</b> are contained within General Exclusions and <b>We</b> will not pay a claim if these exclusions are applicable.</p> <p>The <b>Policy</b> conditions section covers certain rights of <b>You</b> and <b>Us</b> and include conditions that apply to the whole of the <b>Policy</b>. The Claims conditions section covers certain rights of <b>You</b> and <b>Us</b> in the event of a claim and details what to do in the event of a claim under this <b>Policy</b>.</p> <p>The <b>Schedule</b> attaching to this <b>Policy</b> will set out the <b>Period of Insurance</b> and specify which Sections of this <b>Policy</b> are operative including the <b>Sums Insured</b>.</p> <p>The <b>Schedule</b> may also contain additional conditions to the <b>Policy</b> wording that <b>We</b> have imposed placing additional conditions on <b>You</b> and/or limiting coverage. The terms of those conditions will be attached to the <b>Policy</b> in the form of an <b>endorsement</b>.</p> <p>In the unlikely event <b>You</b> feel that <b>You</b> need to make a complaint concerning this insurance <b>You</b> will find this in <b>Our</b> complaints procedure section.</p> <p style="text-align: center;"><b>Reading the Policy</b></p>
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FSCS	<p><b>Financial Services Compensation Scheme (FSCS)</b></p> <p>ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that <b>You</b> may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or <a href="http://www.fscs.org.uk">www.fscs.org.uk</a></p>	<p><b>Financial Services Compensation Scheme (FSCS)</b></p> <p>Certain Underwriters at Lloyd’s (AXIS Managing Agency Limited – Syndicate 1686 and 2007) are covered by the FSCS. This means that <b>You</b> may be entitled to compensation from the scheme in the unlikely event that AXIS Managing Agency Limited cannot meet its obligations to <b>You</b> under this insurance. Further details about the scheme can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or <a href="http://www.fscs.org.uk">www.fscs.org.uk</a></p>
Authorised Policy	<p><b>Authorised Certificate</b></p> <p>This <b>Certificate</b> and any replacement <b>Schedule</b> and/or endorsement are to be read together as one document. This <b>Certificate</b> is a legally binding contract which <b>You</b> have made with <b>Underwriters</b>.</p> <p>In consideration of the payment by <b>You</b> of the premium specified in the <b>Schedule Underwriters</b> agree (subject to the terms, conditions and exclusions of the <b>Certificate</b>) to indemnify <b>You</b> against <b>Damage</b>, accident or injury occurring during the <b>Period of Insurance</b>.</p> <p>Provided always that: -</p> <p>(i) The liability of the <b>Underwriters</b> shall not exceed the <b>Sums Insured</b> or limits of liability stated in the <b>Schedule</b> or such other</p>	<p><b>Authorised Policy</b></p> <p>In consideration of the payment by <b>You</b> of the premium specified in the <b>Schedule Underwriters</b> agree (subject to the terms, conditions and exclusions of the <b>Policy</b>) to indemnify <b>You</b> against <b>Damage</b>, accident or <b>injury</b> occurring during the <b>Period of Insurance</b>.</p> <p>Provided always that: -</p> <p>(i) The liability of the <b>Underwriters</b> will not exceed the <b>Sums Insured</b> or <b>Limits of Indemnity</b> stated in the <b>Schedule</b> or such other <b>Sums Insured</b> or <b>Limits of Indemnity</b> as maybe substituted by <b>Endorsement</b> or attached to the <b>Policy</b>;</p> <p>(ii) This <b>Policy</b> insures <b>You</b> only in respect of the sections where a</p>

	<p><b>Sums Insured</b> or limits of liability as maybe substituted by endorsement or attached hereto;</p> <p>(ii) This <b>Certificate</b> insures <b>You</b> only in respect of the sections where a <b>Sum Insured</b> or a limit of liability is specified in the <b>Schedule</b></p> <p>Any dispute arising out of or in connection with this <b>Certificate</b> shall be subject to and construed solely in accordance with the laws of England and Wales. <b>You</b> and the <b>Underwriters</b> agree that all disputes arising out of or in connection with the <b>Certificate</b> shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.</p> <p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers</p> <p>JRPCX1702B1021 - ERGO          Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016          - AmTrust Europe Limited 30% for their proportion and          JRPCX1702B3004 &amp;          JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion.</p>	<p><b>Sum Insured</b> or a <b>Limit of Indemnity</b> is specified in the <b>Schedule</b></p> <p>Any dispute arising out of or in connection with this <b>Policy</b> will be subject to and interpreted solely in accordance with the laws of England and Wales. <b>You</b> and the <b>Underwriters</b> agree that all disputes arising out of or in connection with the <b>Policy</b> will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause (as documented in the <b>Policy</b> Conditions section within this <b>Policy</b>).</p> <p>This <b>Policy</b> is underwritten by Certain Underwriters at Lloyd's (AXIS Managing Agency Ltd – Syndicate 1686 and 2007). AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr &amp; Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).</p> <p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers B1262BW0231418 by Certain Underwriters at Lloyd's (AXIS Managing Agency Limited)</p>
Several Liability Notice	<p><b>Several Liability Notice</b></p> <p>The subscribing <b>Underwriters'</b> obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing <b>Underwriters</b> are not responsible for the subscription of any co subscribing <b>Underwriter</b> who for any reason does not satisfy all or part of its obligations.</p>	Removed

Change of Underwriter Document – Commercial Property Owners

Definitions – Consequential Loss	n/a	New Definition: <b>Consequential Loss</b> Any loss which happens as a result of, or is a side effect of, an event for which <b>You</b> are insured.
Definitions – Employee	n/a	New Definition: <b>Employee(s)</b> <ul style="list-style-type: none"> <li>a) Any person under a contract of service or apprenticeship with <b>You</b></li> <li>b) Any person who is hired to or borrowed by <b>You</b></li> <li>c) Any person engaged in connection with a work experience or training scheme</li> <li>d) Any labour master or person supplied by them</li> <li>e) Any person engaged by labour-only sub-contractors</li> <li>f) Any self-employed person working on a labour only basis under <b>Your</b> control or supervision.</li> <li>g) Any voluntary helper; while working for <b>You</b> in connection with the <b>Business</b></li> </ul>
Definitions – Endorsement	n/a	New Definition: <b>Endorsement(s)</b> A change in the terms and conditions of this insurance agreed by <b>You</b> and <b>Us</b> . <b>Endorsements</b> which apply to <b>Your</b> insurance (if any) will be shown in the <b>Schedule</b> .
Definitions – Excess	n/a	New Definition: <b>Excess(es)</b> The amount <b>You</b> will have to pay towards each separate claim.
Definitions – Heave	n/a	New Definition: <b>Heave</b> Upward movement of the ground beneath the <b>Buildings</b> as a result of the soil expanding.
Definitions – Landslip	n/a	New Definition: <b>Landslip</b> Downward movement of sloping ground.
Definitions – Policy	n/a	New Definition: <b>Policy</b> The entirety of the Policy, the <b>Schedule</b> and/or any <b>Endorsements</b> or amendments (whether or not such <b>Endorsements</b> or amendments are agreed prior to the <b>Policy</b> of insurance

		coming into force or at any time during the <b>Period of Insurance</b> ). All references to the terms, conditions and exclusions of the <b>Policy</b> shall be considered as referring to the entire <b>Policy</b> .
Definitions – Portable Heating	n/a	New Definition: <b>Portable Heating</b> Any Portable Heaters (non fixed) except portable oil-filled heaters.
Definitions – Settlement	n/a	New Definition: <b>Settlement</b> Downward movement as a result of the ground being compressed by the weight of the <b>Buildings</b> within 10 years of construction.
Definitions – Shop Front Windows	n/a	New Definition: <b>Shop Front Windows</b> A display Window
Definitions – Subsidence	n/a	New Definition: <b>Subsidence</b> Downward movement of the ground beneath the <b>Buildings</b> where the movement is unconnected with the weight of the building.
Definitions – Territorial Limits	n/a	New Definition: <b>Territorial Limits</b> Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.
Definitions – Asylum Seeker	<b>Asylum Seeker</b> Person who seeks the status of refugee.	<b>Asylum Seeker(s)</b> Person who seeks the status of refugee in national or international law.
Definitions – Buildings	<b>Building(s)</b> The <b>Premises</b> , its outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, gates	<b>Buildings</b> The <b>Buildings</b> situated at the <b>Premises</b> specified in the <b>Schedule</b> including: a) fixed glass in windows, doors and skylights but excluding any <b>Shop Front Windows</b> unless a <b>Sum Insured</b> is stated in the <b>Schedule</b> b) landlord’s fixtures and fittings c) outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges and gates
Definitions – Damage	<b>Damage</b> Accidental physical loss, damage or destruction.	<b>Damage</b> Physical loss, damage or destruction. (Removed Accidental)
Definitions – Injury	<b>Injury</b> Bodily injury, death, disease, illness or nervous shock	<b>Injury</b> Accidental death of, accidental physical bodily <b>Injury</b> , physical illness or physical disease to, any third party

Definitions – Insured Event	<p style="text-align: center;"><b>Insured Event</b></p> <p>A claim <b>You</b> have made under a section of this <b>Certificate</b> for which <b>Underwriters</b> have agreed to provide indemnity.</p>	<p style="text-align: center;"><b>Insured Event(s)</b></p> <p>The words <b>Insured Event(s)</b> mean:</p> <ul style="list-style-type: none"> <li>a. fire but excluding any <b>Damage</b> to the <b>Property Insured</b> caused by:                             <ul style="list-style-type: none"> <li>i. explosion resulting from fire</li> <li>ii. earthquake or subterranean fire</li> <li>iii. its own spontaneous fermentation or heating</li> <li>iv. its undergoing any heating process or any process involving the application of heat                                     <ul style="list-style-type: none"> <li>b) lightning</li> </ul> </li> </ul> </li> <li>c) explosion but excluding any <b>Damage</b> 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 <b>Your</b> control</li> <li>d) aircraft or other aerial devices or articles dropped there from</li> <li>e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding <b>Damage:</b> <ul style="list-style-type: none"> <li>i. arising from confiscation, requisition or destruction by order of the government t or any public authority</li> <li>ii arising from cessation of work</li> </ul> </li> <li>f) theft or attempted theft</li> <li>g) earthquake</li> <li>h) storm or flood excluding: <b>Damage</b> attributable solely to a change in the water table level</li> <li>i) overflowing, discharge or leaking of any sprinkler apparatus</li> <li>j) escape of water or oil from any tank, apparatus or pipe</li> <li>k) impact by any road vehicle (including goods falling from them) or animal not belonging to <b>You</b> or under <b>Your</b> control, falling trees, branches and falling aerials but excluding <b>Damage</b> arising from the weight of any vehicle</li> <li>l) <b>Subsidence</b> <b>We</b> will pay for <b>Damage</b> caused by <b>Subsidence</b> or <b>heave</b> of the site the <b>Buildings</b> stand on or <b>Landslip</b> subject to the following exclusions:                             <ul style="list-style-type: none"> <li>1. <b>Damage</b> caused by or resulting from the <b>Settlement</b> or</li> </ul> </li> </ul>
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		<p>movement of made up ground or coastal or river or watercourse erosion</p> <ol style="list-style-type: none"> <li>2. <b>Damage</b> caused by faulty design, workmanship or material</li> <li>3. <b>Damage</b> caused by demolition of or alterations or repairs to the <b>Buildings</b></li> <li>4. <b>Damage</b> caused by solid floor slabs moving, unless the foundations beneath the outside walls of the <b>Buildings</b> are <b>Damaged</b> at the same time and by the same cause</li> <li>5. <b>Damage</b> to walls, gates, fences, terraces, patios, paths, drives, footpaths, hedges, swimming pools, tennis courts &amp; squash courts or service tanks unless the <b>Buildings</b> were <b>Damaged</b> at the same time and by the same cause</li> <li>6. <b>Damage</b> which originated prior to the Inception of this cover</li> <li>7. <b>We</b> will not pay for normal <b>Settlement</b> or bedding down of new structures</li> </ol> <p>m) Accidental Damage - (This operates only if stated in the <b>Schedule</b>)-</p> <p><b>We</b> will pay for accidental <b>Damage</b> to the <b>Buildings</b> or <b>Landlord's Contents</b> subject to the following exclusions:</p> <ol style="list-style-type: none"> <li>1. <b>We</b> 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.</li> <li>2. <b>We</b> 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 <b>Your</b> control.</li> <li>3. <b>We</b> will not pay for <b>Damage</b> caused by collapse or cracking of the <b>Buildings</b>.</li> <li>4. <b>We</b> 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</li> </ol>
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		<p>finish, vermin, insects or scratching.</p> <p>5. <b>We</b> will not pay for acts of fraud or dishonesty.</p> <p>6. <b>We</b> will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information.</p> <p>7. <b>We</b> 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.</p> <p>8. <b>We</b> will not pay for mechanical or electrical breakdown or failure of machinery or equipment.</p> <p>9. <b>We</b> will not pay for bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes occurring whilst the whole of the <b>Buildings</b> are <b>Unoccupied</b>.</p> <p>10. <b>We</b> will not pay for normal <b>settlement</b> or bedding down of new structures.</p> <p>11. <b>We</b> will not pay for <b>Damage</b> to property as a result of its undergoing any process.</p> <p>12. <b>We</b> will not pay for <b>Damage</b> to vehicles licensed for road use (including their accessories), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft.</p> <p>13. <b>We</b> will not pay for property or structures in the course of construction or erection.</p> <p>14. <b>We</b> will not pay for any <b>Damage</b> specifically excluded elsewhere under this Policy.</p> <p>15. <b>We</b> will not pay for <b>Damage</b> caused by tearing or fouling or chewing by animals.</p> <p><b>We</b> will not pay for <b>Damage</b> to the interior of any <b>Building</b> or to the <b>Landlords Contents</b>, caused by rain, snow, sand or</p> <p>16. dust, whether driven by wind or not, unless the <b>Building</b>, first sustains storm <b>Damage</b> to its roof through which the rain, snow, sand or dust enters.</p> <p>17. <b>We</b> will not pay for the cost of general maintenance or upkeep.</p> <p>18. <b>Damage</b> of more than £5,000.</p>
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Definitions – Landlords Contents	<b>Landlords Fixtures and Fittings</b> <b>Fixtures and Fittings</b> , interior decorations and <b>Aerials</b> for which <b>You</b> are responsible and <b>Your Contents</b> in any residential part of the <b>Premises</b> excluding <b>Valuables</b> .	<b>Landlords Contents</b> Interior Decorations, fixed furniture, fitted carpets, domestic appliances, <b>Aerials</b> and <b>Your</b> household goods and furnishings in any residential part of the <b>premises</b> excluding <b>valuables</b> belonging to <b>You</b> or for which <b>You</b> are responsible whilst contained in the <b>Building</b> .
Definitions – Premises	<b>Premises</b> The Insured Property as stated in the <b>Schedule</b> including any self-contained residential accommodation forming part of the <b>Buildings</b> .	<b>Premises</b> The Address(es) specified in the <b>Schedule</b> including any self-contained residential accommodation forming part of the <b>Buildings</b> .
Definitions – Property Insured	<b>Property Insured Buildings and Landlords Fixtures and Fittings</b>	<b>Property Insured</b> The <b>Buildings</b> and <b>Landlord's Contents</b> at the addresses(s) specified in the <b>Schedule</b> if and to the extent they are included in the <b>Schedule</b> .
Definitions – Schedule	<b>Schedule(s)</b> The <b>Schedule</b> specifying the <b>Sum Insured</b> terms and extent of this <b>Certificate</b> .	<b>Schedule(s)</b> The document showing <b>Your</b> name, the <b>Premises</b> , the <b>Sum Insured</b> , the <b>Period of Insurance</b> and the sections of this insurance which apply.
Definitions - We/Us/Our/Underwriters	<b>Insurers/We/Our/Underwriters</b> ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's	<b>We/Us/Our/Underwriters</b> Certain Underwriters at Lloyd's (AXIS Managing Agency Limited - Syndicate 1686 and 2007 at Lloyds)
Definitions – You/Your	<b>Insured(s)/You/Your</b> The firm, company, entity or individual named in the <b>Schedule</b> .	<b>You/Your</b> The person, people or entity named in the <b>Schedule</b> . (Removed Insured)
Definitions – Certificate	<b>Certificate</b> The entirety of the <b>Certificate</b> , the <b>Schedule</b> and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the <b>Certificate</b> of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the <b>Certificate</b> shall be construed as referring to the entire <b>Certificate</b> .	Removed and replaced by <b>Policy</b>
Definitions – Defined Peril	<b>Defined Peril</b> The words <b>Defined Peril</b> shall mean: a. fire but excluding any <b>Damage</b> to the <b>Property Insured</b> caused by: i. explosion resulting from fire ii. earthquake or subterranean fire iii. its own spontaneous fermentation or heating	Removed and replaced by <b>Insured Event(s)</b>

	<p>iv. its undergoing any heating process or any process involving the application of heat</p> <p>b) lightning</p> <p>c) explosion but excluding any <b>Damage</b> 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 <b>Your</b> control</p> <p>d) aircraft or other aerial devices or articles dropped there from</p> <p>e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding <b>Damage:</b></p> <p>i. arising from confiscation, requisition or destruction by order of the government t or any public authority ii arising from cessation of work</p> <p>f) theft or attempted theft</p> <p>g) earthquake</p> <p>h) storm excluding:</p> <p>i) <b>Damage</b> by flood whether resulting from storm or otherwise ii) <b>Damage</b> attributable solely to a change in the water table level</p> <p>i) flood excluding <b>Damage</b> attributable solely to a change in the water table level</p> <p>j) overflowing, discharge or leaking of any sprinkler apparatus</p> <p>k) escape of water or oil from any tank, apparatus or pipe</p> <p>l) impact by any road vehicle (including goods falling from them) or animal not belonging to <b>You</b> or under <b>Your</b> control, falling trees, branches and falling aerials but excluding <b>Damage</b> arising from the weight of any vehicle</p> <p>m) Subsidence <b>We</b> will pay for <b>Damage</b> caused by Subsidence or heave of the site the <b>Buildings</b> stand on or landslip subject to the following exclusions:</p> <p>1. <b>Damage</b> caused by or resulting from the settlement or movement of</p>	
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	<p>made up ground or coastal or river or watercourse erosion</p> <p>2. <b>Damage</b> caused by faulty design, workmanship or material</p> <p>3. <b>Damage</b> caused by demolition of or alterations or repairs to the <b>Buildings</b></p> <p>4. <b>Damage</b> caused by solid floor slabs moving, unless the foundations beneath the outside walls of the <b>Buildings</b> Are <b>Damaged</b> at the same time and by the same cause The <b>Buildings</b> or land it is on settling, shrinking, bedding down or expanding</p> <p>5. <b>Damage</b> to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts &amp; squash courts or service tanks unless the <b>Buildings</b> were <b>Damaged</b> at the same time and by the same cause</p> <p>6. <b>Damage</b> which originated prior to the Inception of this cover</p> <p>7. <b>We</b> will not pay for normal settlement or bedding down of new structures</p> <p>n) Accidental Damage - (This peril operates only if stated in the <b>Schedule</b>) –</p> <p><b>We</b> will pay for accidental <b>Damage</b> to the <b>Buildings</b> or <b>Landlords</b> <b>Fixtures and Fittings</b> subject to the following exclusions:</p> <p>1. <b>We</b> will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost</p> <p>2. <b>We</b> will not pay for explosion occasioned 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 <b>Your</b> control</p> <p>3. <b>We</b> will not pay for <b>Damage</b> caused by collapse or cracking of the <b>Buildings</b></p> <p>4. <b>We</b> will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage,</p>	
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	evaporation, <b>Loss</b> of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching 5. <b>We</b> will not pay for acts of fraud or dishonesty 6. <b>We</b> will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information 7. <b>We</b> 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. <b>We</b> will not pay for mechanical or electrical breakdown or derangement of machinery or equipment 9. <b>We</b> will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the <b>Buildings</b> are <b>Unoccupied</b> 10. <b>We</b> will not pay for normal settlement or bedding down of new structures 11. <b>We</b> will not pay for <b>Damage</b> to property as a result of its undergoing any process 12. <b>We</b> will not pay for <b>Damage</b> to property in transit 13. <b>We</b> will not pay for <b>Damage</b> to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft 14. <b>We</b> will not pay for property or structures in the course of construction or erection 15. <b>We</b> will not pay for any <b>Damage</b> specifically excluded elsewhere under the <b>Landlords Fixtures and</b> <b>Fittings</b> Section or elsewhere in this <b>Certificate</b> 16. <b>We</b> will not pay for <b>Damage</b> caused by tearing or fouling or chewing by animals 17. <b>We</b> will not pay for <b>Loss</b> or <b>Damage</b> to the interior of any <b>Building</b> or to the <b>Landlords Fixtures</b> <b>and Fittings</b> , caused by rain, snow, sand or dust, whether driven by wind	
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	<p>or not, unless the <b>Building</b>, first sustains storm <b>Damage</b> to its roof through which the rain, snow, sand or dust enters</p> <p>18. <b>We</b> will not pay for the cost of general maintenance or upkeep</p> <p>19. <b>Damage</b> of more than £5,000</p>	
Definitions - Offshore	<p><b>Offshore</b></p> <p>From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.</p>	Removed
Section 1 – Buildings – Cover	<p><b>Underwriters</b> agree that if during the <b>Period of Insurance</b>, an item of <b>Buildings</b> at the <b>Premises</b> sustains <b>Damage</b> due to a <b>Defined Peril</b>, then following an <b>Insured Event</b> under this Section <b>Underwriters</b> will pay <b>You</b>: -</p> <p>(i) the <b>Cost of Reinstatement</b> of the <b>Buildings</b> provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below, or if the <b>Buildings</b> is an individual flat, forming part of a block, <b>We</b> will pay the to reinstate the damaged <b>Buildings</b> belonging to <b>You</b> in accordance with the reinstatement conditions but <b>We</b> will not pay for any <b>Damage</b> to common parts other than those parts owned by <b>You</b> or for which <b>You</b> are individually legally responsible.</p> <p>(ii) Where reinstatement or replacement of the <b>Buildings</b> does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.</p>	<p><b>Underwriters</b> agree that if during the <b>Period of Insurance</b>, an item of <b>Buildings</b> at the <b>Premises</b> sustains <b>Damage</b> due to an <b>Insured Event</b>, then following a valid claim under this <b>Policy Underwriters</b> will pay <b>You</b>: -</p> <p>(i) the <b>Cost of Reinstatement</b> of the <b>Buildings</b> provided that reinstatement or replacement takes place in accordance with the “Reinstatement Conditions” as detailed within this <b>Policy</b> section.</p> <p>(ii) Where reinstatement or replacement of the <b>Buildings</b> does not take place in accordance with (i) above for any reason the “Alternative Basis of Settlement Condition” as detailed within this <b>Policy</b> section, will apply.</p>
Section 1 – Buildings – Extensions – Capital Additions	n/a	<p>New Extension: <b>Capital Additions</b> <b>We</b> will pay for:</p> <p>i) Any newly acquired, newly erected property or property under construction</p> <p>ii) Alterations, additions and improvements to the <b>Premises</b>, but not for any appreciation in value</p>

		<p>For which <b>You</b> are legally responsible for anywhere within the <b>Territorial Limits</b> up to a maximum limit of 10% of the <b>Buildings Sum Insured</b> or £250,000 whichever is lower.</p> <p><b>You</b> must notify Commercial Express Quotes Limited, via <b>Your</b> insurance advisor, without delay and pay the appropriate additional premium.</p>
Section 1 – Buildings – Extensions – Illegal Cultivation of Drugs	n/a	<p>New Extension:</p> <p><b>Illegal Cultivation of Drugs</b></p> <p><b>We</b> will pay for the clean-up costs and remedial work in reinstating <b>Your Building</b> back to its original condition if <b>Your</b> tenant alters the <b>Buildings</b> without <b>Your</b> knowledge for the Cultivation of Drugs.</p> <p>Provided that the maximum amount does not exceed £5,000 in any one <b>Period of Insurance</b>.</p> <p>This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b>.</p>
Section 1 – Buildings – Extensions – Buildings – Boarding up of Glass	n/a	<p>New Extension:</p> <p><b>Buildings and Shop Front Windows – Boarding up of Glass.</b></p> <p><b>We</b> will pay for breakage of <b>Glass</b> at the <b>Premises</b> as defined under <b>Buildings and Shop Front Windows</b> providing a sum insured is specified in the <b>Schedule</b> including;</p> <ul style="list-style-type: none"> <li>i) The cost of boarding up required by such breakage</li> <li>ii) The cost of repairing or replacing window frames and framework consequent upon the breakage of <b>Glass</b></li> <li>iii) The cost of refitting alarm foil consequent upon the breakage of <b>Glass</b>.</li> </ul> <p><b>We</b> will not pay for;</p> <ul style="list-style-type: none"> <li>a) The <b>Excess</b> specified in the <b>Schedule</b></li> <li>b) <b>Consequential Loss</b> of any and every description</li> <li>c) Any breakage arising directly or indirectly from: -             <ul style="list-style-type: none"> <li>i) alterations or repairs to the <b>Premises</b> occurring whilst the <b>Premises</b> are empty or not in use</li> <li>ii) defects in frames, framework or other fittings.</li> </ul> </li> </ul> <p>Provided that the maximum amount payable under this extension will not</p>

		exceed the <b>Sum Insured</b> stated in the <b>Schedule</b> .
Section 1 – Buildings – Extensions – Trace and Access	<p><b>Trace and Access</b></p> <p><b>We</b> will pay <b>You</b> the reasonable costs necessarily incurred by <b>You</b> in locating the source and subsequent making good of <b>Damage</b> resulting from;</p> <p>a) the escape of water from any tank, apparatus or pipe serving the <b>Buildings</b></p> <p>b) accidental <b>Damage</b> to cables, underground pipes and drains serving the <b>Buildings</b></p> <p>Provided that the maximum amount payable under this Extension shall not exceed in any one period of insurance £2,500.</p> <p>This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b>.</p>	<p><b>Trace and Access</b></p> <p><b>We</b> will pay <b>You</b> the costs necessarily incurred by <b>You</b> in locating the source and subsequent making good of <b>Damage</b> resulting from;</p> <p>i) the escape of water from any tank, apparatus or pipe serving the <b>Buildings</b></p> <p>ii) accidental <b>Damage</b> to cables, underground pipes and drains serving the <b>Buildings</b></p> <p>Provided</p> <p>a) the <b>Damage</b> to any part of the cable or pipe is within the perimeter of the <b>Buildings</b></p> <p>b) that the maximum amount payable under this Extension will not exceed in any one <b>Period of Insurance</b> £5,000. This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b>. If the <b>Buildings</b> are <b>Unoccupied</b> and <b>Unoccupied Cover</b> Gold is shown as operative in the <b>Schedule</b> <b>We</b> will pay <b>You</b> the costs necessarily incurred by <b>You</b> in locating the source of <b>Damage</b> resulting from;</p> <p>i) the escape of water from any tank, apparatus or pipe serving the <b>Buildings</b></p> <p>ii) accidental <b>Damage</b> to cables, underground pipes and drains serving the <b>Buildings</b></p> <p>Provided</p> <p>a) the <b>Damage</b> to any part of the cable or pipe is within the perimeter of the <b>Buildings</b></p> <p>b) that the maximum amount payable under this Extension will not exceed in any one <b>Period of Insurance</b> £5,000</p>
Section 1 – Buildings – Extensions – Loss of metered water	<p><b>Loss of metered water</b></p> <p><b>We</b> will pay for the cost of metered water which <b>You</b> are legally responsible arising from accidental escape from water tanks, apparatus and pipes as a result of <b>Damage</b> caused by a Defined peril but only when such a Loss can be determined by measurement from the water authority meter for which <b>You</b> are responsible.</p> <p>Provided that the maximum amount does not exceed £2,500 in respect in</p>	<p><b>Loss of metered water</b></p> <p><b>We</b> will pay for the cost of metered water which <b>You</b> are legally responsible arising out of accidental escape from water tanks, apparatus and pipes as a result of <b>Damage</b> caused by an <b>Insured Event</b> but only when such a Loss can be determined by measurement from the water authority meter for which <b>You</b> are responsible.</p> <p>Provided that the maximum amount does not exceed £2,500 in respect in</p>

	<p>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 30 days of the occurrence of the Damage <b>You</b> must record the reading of the meter at intervals of no more than 30 days. This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b></p>	<p>any one claim and not exceeding £5,000 in any one <b>Period of Insurance</b> Excluding; Any Loss which has not been discovered and remedial action taken within 7 days of the occurrence of the Damage <b>You</b> must record the reading of the meter at intervals of no more than 30 days. This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b></p>
<p>Section 1 – Buildings – Extensions – Accidental Damage to cables</p>	<p><b>Accidental Damage to any cables or underground services pipes (including hatches and covers) servicing the Buildings</b> <b>We</b> will pay <b>You</b> the reasonable costs necessarily incurred by <b>You</b> for the repair caused by accidental <b>Damage</b> to cables, underground pipes and drains servicing the <b>Buildings</b> a) Provided that the maximum amount payable under this Extension shall not exceed £2,500 claim b) Provided that the <b>Damage</b> to any part of the cable or service pipe is not within the <b>Buildings</b> This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b></p>	<p><b>Accidental Damage to any cables or underground services pipes (including hatches and covers) servicing the Buildings</b> <b>We</b> will pay <b>You</b> the costs necessarily incurred by <b>You</b> for the repair caused by accidental <b>Damage</b> to cables, underground pipes and drains servicing the <b>Buildings</b> provided that the <b>Damage</b> to any part of the cable or service pipe is not within the <b>Buildings</b> This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b></p>
<p>Section 1 – Buildings – Extensions – Loss of Rent and costs for alternative accommodation</p>	<p><b>Loss of Rent and costs for alternative accommodation</b> Following an Insured Event, we will pay <b>YOU</b>: i) loss of rent if the <b>Buildings</b> become uninhabitable or partly uninhabitable and cannot be let, or ii) if necessary the cost of reasonable alternative accommodation for your tenant Provided that: a) <b>We</b> will not pay for more than 20% of the <b>Buildings</b> sum insured (or as stated in the <b>Schedule</b>) applying to the <b>Premises</b> or to the parts of the Premises damaged b) <b>We</b> will not pay for more than £25,000 in respect of alternative accommodation c) <b>We</b> will not pay for loss of rent arising from the tenants leaving the <b>Premises</b> without giving <b>You</b> notice d) <b>We</b> will not pay for rent the tenants have not paid</p>	<p><b>Loss of Rent and costs for alternative accommodation</b> Following an <b>Insured Event</b> which results in a valid claim under this <b>Policy</b>, <b>We</b> will pay <b>You</b>: i) loss of rent if the <b>Buildings</b> become uninhabitable or partly uninhabitable and cannot be let, or ii) if necessary the cost of reasonable alternative accommodation for <b>Your</b> tenant Provided that: a. <b>We</b> will not pay for more than 20% of the <b>Buildings</b> sum insured (or as stated in the <b>Schedule</b>) b. <b>We</b> will not pay for more than £150,000 in respect of alternative accommodation c. <b>We</b> will not pay for loss of rent arising from the tenants leaving the <b>Premises</b> without giving <b>You</b> notice d) <b>We</b> will not pay for rent the tenants have not paid</p>

	<p>e) <b>We</b> will not pay for loss of rent to any <b>Premises</b> that were <b>Unoccupied</b> immediately before the <b>Insured Event</b></p> <p>f) <b>We</b> will not pay for any letting agents share of the rent or any other expenses <b>You</b> must pay to the letting agent</p> <p>g) <b>We</b> will not pay for loss of rent after <b>We</b> consider the <b>Buildings</b> are fit to be let</p>	<p>e) <b>We</b> will not pay for loss of rent to any <b>Premises</b> that were <b>Unoccupied</b> immediately before the <b>Insured Event</b></p> <p>f) <b>We</b> will not pay for any letting agents share of the rent or any other expenses <b>You</b> must pay to the letting agent</p> <p>g) <b>We</b> will not pay for loss of rent after <b>We</b> consider the <b>Buildings</b> are fit to be let</p> <p>This extension will not operate when the <b>Buildings</b> are <b>Unoccupied</b>.</p>
<p>Section 1 – Buildings – Exclusions</p>	<p><b>Exclusions applying to this section</b> The following exclusions apply to this Section:</p> <p>a. loss by delay, loss of market, Consequential Loss of any and every description</p> <p>b. <b>Property Insured</b> more specifically by or on behalf of <b>You</b> or more specifically covered under another Section of this <b>Certificate</b></p> <p>d. <b>Damage</b> to any <b>Property Insured</b> directly or indirectly caused or contributed from:</p> <p>i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect unless resulting from <b>Damage</b> not otherwise excluded</p> <p>ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from <b>Damage</b> not otherwise excluded</p> <p>iii) change in climatic or atmospheric conditions or in water table levels,</p> <p>iv) theft, wind, rain, hail, sleet, snow, flood or dust <b>Damage</b> to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.</p> <p>v) infidelity or dishonesty by <b>You</b> or any of <b>Your Employees</b> or other persons to whom <b>Property Insured</b> may be entrusted or loss, destruction or <b>Damage</b> resulting from <b>You</b> voluntarily parting with title or possession of any property if</p>	<p><b>Exclusions applying to this section (In addition the General Exclusions also apply to this Section)</b> The following exclusions apply to this Section:</p> <p><b>We</b> will not pay for;</p> <p>a. the amount of the <b>Excess</b> stated in the <b>Schedule</b></p> <p>b. Loss of market and <b>Consequential Loss</b> of any and every description</p> <p>c. <b>Property Insured</b> more specifically by or on behalf of <b>You</b> or more specifically covered under another Section of this <b>Policy</b></p> <p>d. <b>Damage</b> to any <b>Property Insured</b> directly or indirectly caused by or contributed to by:</p> <p>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 <b>Damage</b> or destroy itself), unless resulting from <b>Damage</b> not otherwise excluded</p> <p>ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from <b>Damage</b> not otherwise excluded</p> <p>iii) change in climatic or atmospheric conditions or in water table levels</p> <p>iv) theft, wind, rain, hail, sleet, snow, flood or dust <b>Damage</b> to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.</p> <p>v) infidelity or dishonesty by <b>You</b> or</p>

	<p>induced to do so by any fraudulent scheme, trick, device or false pretence</p> <p>vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information</p> <p>vii) theft or attempted theft following:</p> <p>a) Loss or <b>Damage</b> unless the <b>Buildings</b> were entered using forcible and violent means</p> <p>b) Theft or attempted theft caused by a person authorised to be in any part of the <b>Buildings</b></p> <p>c) Loss or <b>Damage</b> caused when the <b>Buildings</b> are occupied by Asylum Seekers</p> <p>viii) any loss in excess of £5,000 for <b>Damage</b> caused by malicious persons authorised to be in the <b>Buildings</b> at the time of the <b>Damage</b></p> <p>ix) any undamaged part or item forming part of a set.</p> <p>x) <b>Damage</b> to:</p> <p>a) property or structures in course of construction or erection and materials or supplies in connection with all such property, and</p> <p>b) land, roads, piers, jetties, bridges, culverts or excavations</p>	<p>any of <b>Your Employees</b> or other persons to whom <b>Property Insured</b> may be entrusted or <b>Damage</b> resulting from <b>You</b> voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence</p> <p>vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information</p> <p>vii) theft or attempted theft following:</p> <p>a) <b>Damage</b> unless the <b>Buildings</b> were entered using forcible and violent means</p> <p>b) Theft or attempted theft caused by a person authorised to be in any part of the <b>Buildings</b></p> <p>c) <b>Damage</b> caused when the <b>Buildings</b> are occupied by <b>Asylum Seekers</b></p> <p>viii) any loss in excess of £5,000 for <b>Damage</b> caused by malicious persons authorised to be in the <b>Buildings</b> at the time of the <b>Damage</b></p> <p>ix) any undamaged part or item forming part of a set.</p> <p>x) <b>Damage</b> to:</p> <p>a) property or structures in course of construction or erection and materials or supplies in connection with all such property, and</p> <p>b) land, roads, piers, jetties, bridges, culverts or excavations</p> <p>e) <b>Damage</b> to <b>Buildings</b> caused by or arising from the following <b>Insured Events</b> in respect of <b>Unoccupied Buildings</b> or parts of <b>Unoccupied Buildings</b>:</p> <p>a) Riot, civil Commotion, strikers, persons taking part in labour disturbances or malicious persons</p> <p>b) Escape of Water</p> <p>c) Theft or attempted theft</p> <p>f) <b>Damage</b> to <b>Shop Front Windows</b> in respect of <b>Unoccupied Buildings</b>.</p>
<p>Section 1 – Buildings – Exclusions – Unoccupied Buildings</p>	<p><b>Unoccupied Buildings</b></p> <p>The following exclusions apply</p> <p>a) The first £500 excess of any claim other than Subsidence as specified in the "Certificate Excesses" section for properties unoccupied up to 60 days</p>	<p>Removed</p>

	<p>b) The first £2,500 excess of any claim other than Subsidence as specified in the "Certificate Excesses" section for properties unoccupied for 61 days or more</p> <p>c) <b>Damage</b> caused by or arising from the following <b>Defined Perils</b> will be excluded in respect of the unoccupied <b>Buildings</b> or parts of the thereof:</p> <ul style="list-style-type: none"> <li>i) Riot, civil commotion, strikes, labour or political disturbances or Malicious Persons</li> <li>ii) Escape of Water</li> <li>iii) Theft or attempted theft</li> </ul>	
<p>Section 1 – Buildings – Conditions – Average</p>	<p style="text-align: center;"><b>Average Clause</b></p> <p>Each item insured under this Section is declared to be separately subject to the following Condition of Average, namely;</p> <p>If at the time of repair or rebuilding or replacement the <b>Cost of Reinstatement</b> which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the <b>Sum Insured</b> thereon at the commencement of any <b>Damage</b> to such property then <b>You</b> shall be considered as being <b>Your</b> own insurer for the difference between the <b>Sum Insured</b> and the sum representing the <b>Cost of Reinstatement</b> of the whole of the property and shall bear a rateable proportion of the loss accordingly. The <b>Excess</b> shall not be reduced in the event that the Average clause applies to <b>Your</b> claim.</p> <p>If the Alternative Basis of Settlement Condition is applied this Average clause is amended to: The <b>Sum Insured</b> by each item is separately declared to be subject to Average. In the event that the <b>Sum Insured</b> for any such item shall, at the commencement of <b>Damage</b>, be less than the value of the property covered, then the amount payable by <b>Underwriters</b> shall be proportionately reduced.</p>	<p style="text-align: center;"><b>Average Clause</b></p> <p>Each item insured under this Section is declared to be separately subject to the following Condition of Average</p> <p>If at the time of any <b>Damage</b> the <b>Cost of Reinstatement</b> of the whole of the <b>Buildings</b>, in a new condition similar in size, shape and form, is more than the sum insured, <b>We</b> will pay only for the loss in the same proportion. For example, if <b>Your</b> sum insured only covers two-thirds of the cost of rebuilding the <b>Buildings</b>, <b>We</b> will only pay two-thirds of the claim.</p> <p>The <b>Excess</b> will not be reduced in the event that the <b>Average</b> clause applies to <b>Your</b> claim.</p> <p>If the "Alternative Basis of Settlement Condition" is applied this Average clause is amended to:</p> <p>The <b>Sum Insured</b> by each item is separately declared to be subject to <b>Average</b>.</p>

<p>Section 1 – Buildings – Conditions – Transfer of Interest</p>	<p><b>Transfer of Interest</b> If at the time <b>Damage</b> to the <b>Buildings</b> are under a binding but uncompleted contract for sale by <b>You</b> and the purchaser does not hold any insurance against such <b>Loss</b> destruction or <b>Damage</b>, then on completion of the sale and <b>Your</b> request the purchaser shall be entitled to the benefits of this <b>Certificate</b> without prejudice to the rights and liabilities of <b>You</b> or <b>Us</b> under this <b>Certificate</b> up to the date of completion.</p>	<p><b>Transfer of Interest</b> If <b>you</b> sell the <b>Premises</b>, from the date <b>You</b> exchange contracts, <b>We</b> will give the buyer the benefit of Section 1 <b>Buildings</b> until completion of the sale, as long as this is within the <b>Period of Insurance</b>.  We will not pay for any claim for <b>Damage</b> to the <b>Buildings</b> if the buyer is insured under any other insurance.</p>
<p>Section 2 – Landlords Contents</p>	<p><b>Section 2 - Landlords Fixtures and Fittings</b></p>	<p><b>Section 2 - Landlords Contents</b></p>
<p>Section 2 – Landlords Contents – Definitions – Money</p>	<p><b>Money</b> 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.</p>	<p>(Moved from Certificate Definitions)  <b>Money</b> 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.</p>
<p>Section 2 – Landlords Contents – Definitions – Valuables</p>	<p><b>Valuables</b> 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</p>	<p>(Moved from Certificate Definitions)  <b>Valuables</b> 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.</p>
<p>Section 2 – Landlords Contents – Cover</p>	<p><b>Underwriters</b> agree that if, during the <b>Period of Insurance</b>, an item of <b>Landlords fixtures and Fittings</b> at the <b>Premises</b> sustains <b>Damage</b> due to a <b>Defined Peril</b>, then following <b>Insured Event</b> under this Section <b>Underwriters</b> will replace the damaged items or at their option will pay <b>You</b>: a) the cost of replacing the item as new, or b) pay the cost of repairing any item. Provided that the <b>Sum Insured</b> is at least equal to replacing all items under this Section Otherwise <b>You</b> shall be considered as being <b>Your</b></p>	<p><b>Cover</b> <b>Underwriters</b> agree that if, during the <b>Period of Insurance</b>, an item of <b>Landlords Contents</b> at the <b>Premises</b> sustains <b>Damage</b> due to an <b>Insured Event</b> which results in a valid claim under this <b>Policy Underwriters</b> will pay <b>You</b>:- the replacement cost of the <b>Damaged Landlords Contents</b> as new, provided that the <b>Sum Insured</b> is at least equal to the cost of replacing all the <b>Landlords Contents</b>, or at <b>Underwriters</b> option pay the costs of repairing any item.</p>

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	own <b>Insurer</b> for the difference and shall bear a rateable share of the <b>Loss</b> accordingly.	
Section 2 – Landlords Contents – Exclusions	n/a	New Exclusion: <b>f) Damage to Landlords Contents</b> in respect of <b>Unoccupied Buildings</b> or parts of <b>Unoccupied Buildings</b> :
Section 2 – Landlords Contents – Exclusions	e) <b>Damage to any Property Insured</b> 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, latent defect unless resulting from <b>Damage</b> not otherwise excluded	e) <b>Damage to any Property Insured</b> 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 <b>Damage</b> not otherwise excluded (latent defect removed)
Section 2 – Landlords Contents – Exclusions	ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from <b>Damage</b> not otherwise excluded	ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from <b>Damage</b> not otherwise excluded (marring removed)
Section 2 – Landlords Contents – Basis of Settlement	n/a	New Statement: <b><u>Basis of Settlement</u></b> <b>How We deal with Your claim</b> <b>1.</b> If <b>You</b> claim for <b>Damage</b> to the <b>Landlord’s Contents</b> <b>We</b> will at <b>Our</b> option repair, replace or pay for any article covered under section 2. For total loss or destruction of any article <b>We</b> will pay <b>You</b> the cost of replacing the article as new, as long as: <ul style="list-style-type: none"> <li>• the new article is as close as possible to but not an improvement on the original article when it was new; and</li> <li>• <b>We</b> have authorised the cost of replacement.</li> </ul> Where <b>We</b> can repair or replace an item of <b>Landlord’s Contents</b> but <b>We</b> agree to <b>Your</b> request for a cash settlement <b>We</b> will only pay what it would cost <b>Us</b> to repair or replace the item using <b>Our</b> own network of suppliers. <b>2.</b> <b>We</b> will not pay the cost of replacing or repairing any undamaged parts of the <b>Landlord’s Contents</b> which form part of a pair, set or suite or part of a common design or

		<p>function when the <b>Damage</b> is restricted to a clearly identifiable area or to a specific part.</p> <p><b>3. We will not reduce the Sum Insured</b> under section 2 after <b>We</b> have paid a claim as long as <b>You</b> agree to carry out <b>Our</b> recommendations to prevent further <b>Damage</b>.</p> <p><b>4. If You</b> are under-insured, which means the cost of replacing or repairing the <b>Landlord's Contents</b> at the time of the <b>Damage</b> is more than <b>Your Sum Insured</b> for the <b>Landlord's Contents</b>, then <b>We</b> will only pay a proportion of the claim. For example if <b>Your Sum Insured</b> only covers one half of the cost of replacing or repairing the <b>Landlord's Contents</b>, <b>We</b> will only pay one half of the cost of repair or replacement.</p>
Section 2 – Landlords Contents – Conditions – Limit of Indemnity	n/a	<p>New Condition: <b>Limit of Indemnity</b> <b>We</b> will not pay any more than the <b>Sum Insured</b> for the <b>Landlord's Contents</b> of each <b>Premises</b> shown in the <b>Schedule</b>.</p>
Section 2 – Landlords Contents – Conditions – Index Linking	n/a	<p>New Condition: <b>Index linking</b> The <b>Sum Insured</b> will be index linked. This means that the <b>Sum Insured</b> will be adjusted in line with changes in the National Statistics Retail Price Index. If <b>You</b> make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as <b>You</b> take reasonable action for the repair or replacement to be carried out without delay. <b>We</b> will not make a charge for index linking during the <b>Period of Insurance</b>. However, each time <b>Your</b> insurance is renewed, <b>We</b> will work out a new premium for the adjusted sum insured</p>
Section 3 – Property Owners Liability – Extensions	<p><b>Data Protection Act</b> The <b>Underwriters</b> will indemnify <b>You</b> in respect of liability arising under the Data Protection Act 1984 Provided that;</p>	<p><b>Data Protection Act</b> The <b>Underwriters</b> will cover <b>You</b> in respect of liability arising under the Data Protection Act 1998 provided that;</p>

	<p>the process of registration under the above Act has been commenced or completed by <b>You</b> and the application has not been refused or withdrawn</p> <p>no liability arises as a result of the provision by <b>You</b> of the services of a computer bureau</p> <p>The <b>Underwriters</b> shall not be liable in respect of;</p> <p>a) the recording or provision of data for reward or for determining the financial status of any person</p> <p>b) any liability which arises as a result of a deliberate act or omission of <b>You</b> and which could reasonably have been expected by <b>You</b> having regard to the nature and circumstances of such act or omission</p> <p>The total liability of the <b>Underwriters</b> including all costs and expenses in this respect shall not exceed GBP 250,000 during any one <b>Period of Insurance</b>, such amount being included within and not additional to the <b>Limit of Indemnity</b>.</p>	<p>a) the process of registration under the above Act has been commenced or completed by <b>You</b> and the application has not been refused or withdrawn</p> <p>b) no liability arises as a result of the provision by <b>You</b> of the services of a computer bureau</p> <p>The <b>Underwriters</b> shall not be liable in respect of;</p> <p>a) the recording or provision of data for reward or for determining the financial status of any person</p> <p>b) any liability which arises as a result of a Your deliberate act or omission and which could reasonably have been expected by <b>You</b> having regard to the nature and circumstances of such act or omission</p> <p>c) any fines and/or penalties</p> <p>The total liability of the <b>Underwriters</b> including all costs and expenses in this respect shall not exceed GBP 250,000 during any one <b>Period of Insurance</b>, such amount being included within and not additional to the <b>Limit of Indemnity</b>.</p> <p>(Addition of c) any fines and/or penalties)</p>
<p>Section 3 – Property Owners Liability – Conditions – Limit of Liability</p>	<p><b>Limit of Liability</b></p> <p>The liability of the <b>Underwriters</b> for all damages payable under this Section as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the <b>Limit of Indemnity</b> stated in the <b>Schedule</b> irrespective of the number of insured parties involved. In addition, the <b>Underwriters</b> will pay;</p> <p>a) all other defence costs and expenses incurred with their prior written consent</p> <p>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)</p>	<p><b>Limit of Liability</b></p> <p>The liability of the <b>Underwriters</b> 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 <b>Limit of Indemnity</b> stated in the <b>Schedule</b> irrespective of the number of insured parties involved. In addition, the <b>Underwriters</b> will pay;</p> <p>a) all other defence costs and expenses incurred with their prior written consent</p> <p>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)</p>

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	<p>Order 1978 under Article 31 including legal costs and expenses incurred with the consent of the Underwriters in an appeal against conviction arising from such proceedings provided that:</p> <p>i.) the proceedings relate to the health, safety and welfare of persons other than <b>Employees</b></p> <p>ii.) the <b>Underwriters</b> will not indemnify <b>You</b> in respect of</p> <p>a) fines and penalties</p> <p>b) costs or expenses insured elsewhere</p>	<p>Order 1978 under Article 31 including legal costs and expenses incurred with the consent of the <b>Underwriters</b> in an appeal against conviction arising from such proceedings provided that the <b>Underwriters</b> will not indemnify <b>You</b> in respect of:</p> <ol style="list-style-type: none"> <li>1. fines and penalties</li> <li>2. costs or expenses insured elsewhere</li> </ol>
Section 4 – Employers Liability	Various	Section removed as cover is not available for this product
General Exclusions – Sanctions	n/a	<p>New Exclusion:</p> <p><b>Sanctions Exclusion</b></p> <p><b>We</b> will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</p>
General Exclusions - Northern Ireland Overriding Exclusion	<p><b>Northern Ireland Overriding Exclusion</b></p> <p>Notwithstanding anything within the <b>Certificate</b> or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this <b>Certificate</b> does not cover loss or destruction of or <b>Damage</b> to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;</p> <p>i) civil commotion</p> <p>ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association</p> <p>In any action suit or other proceedings where <b>Underwriters</b> allege that by reason of the provisions of this exclusion any loss, destruction or <b>Damage</b> or consequential loss is not covered by this <b>Certificate</b> the burden of proving that such loss is covered shall be upon <b>You</b>.</p>	Removed

Policy Conditions	Various	This section includes items previously under 'Obligations'. All Obligations are now Conditions
Policy Conditions – Roof Maintenance	n/a	<p><b>Roof Maintenance</b>  <b>You</b> must ensure that:</p> <p>a) any flat roof portion of the <b>Buildings</b> 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</p> <p>b) at commencement and throughout the currency of <b>Period of Insurance</b>, <b>You</b> must have documentation evidencing that such inspections and repairs described above have taken place otherwise all <b>Damage</b> arising from or caused by the <b>Insured Event</b> of storm will be excluded in respect of or as a result of the flat roof at the <b>Premises</b>. This does not apply to concrete roofs.</p>
Policy Conditions – Reasonable Precautions	<p><b>Reasonable Precautions</b>  <b>You</b> must;</p> <p>a) take all reasonable precautions to prevent occurrences which may give rise to <b>Damage</b> or accidents</p> <p>b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority</p> <p>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 otherwise <b>Underwriters</b> may refuse to pay your claims or provide indemnity under this <b>Certificate</b></p>	<p><b>Reasonable Precautions</b>  <b>You</b> must;</p> <p>a) take all reasonable precautions to prevent occurrences which may give rise to <b>Damage</b> or accidents</p> <p>b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority</p> <p>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</p> <p>d) when undertaking <b>Renovations</b> to the <b>Property Insured</b> <b>You</b> must take all reasonable precautions to prevent <b>Damage</b>. <b>You</b> must not undertake <b>Building Works</b> without <b>Underwriters</b> express written agreement. otherwise <b>Underwriters</b> may refuse to pay <b>Your</b> claims or provide indemnity under this <b>Policy</b>. (addition of item d))</p>
Policy Conditions – Unoccupied Buildings	<p><b>Unoccupied Buildings</b>  When the <b>Buildings</b> (or part thereof) are <b>Unoccupied</b> you must comply</p>	<p><b>Unoccupied Buildings</b>  When the <b>Buildings</b> (or part of the <b>Buildings</b>) are <b>Unoccupied</b> <b>You</b> must comply with conditions 1-6 below</p>

	<p>with conditions 1-7 below, otherwise all <b>Damage</b> arising from or caused by <b>Defined Perils</b> of Fire and Explosion will be excluded.</p> <ol style="list-style-type: none"> <li>1. <b>You</b> or <b>Your</b> nominee must inspect the <b>Buildings</b> every fourteen 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.</li> <li>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 linked to a frost-stat and a minimum temperature of 4°C is maintained</li> <li>3. The following minimum protections are in operation:             <ol style="list-style-type: none"> <li>a. all doors and windows are securely locked and fastened</li> <li>b. all security and alarm protections are set in full operation and are in proper working order</li> </ol> </li> <li>4. If unauthorised entry or attempt thereat is detected more than twice in any one Period of Insurance, immediate notice must be given to <b>Underwriters</b></li> <li>5. all loose or moveable combustible items or materials other than fixtures and fittings are at all times removed from the <b>Buildings</b> and cleared from the <b>Premises</b></li> <li>6. all waste or refuse must be removed from the <b>Buildings</b> and cleared at least once a week from the <b>Premises</b></li> <li>7. tanks containing fuel or other flammable liquids are drained and purged within 14 days of the <b>Buildings</b> becoming <b>Unoccupied</b></li> </ol>	<p>otherwise all <b>Damage</b> arising from or caused by <b>Insured Events</b> (where the <b>Insured Event</b> is operative, as confirmed on <b>Your Schedule</b>) of Fire and Explosion will be excluded.</p> <ol style="list-style-type: none"> <li>1. <b>You</b> or <b>Your</b> nominee must inspect the <b>Buildings</b> 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. <b>You</b> must notify Commercial Express Quotes Limited, via <b>Your</b> insurance advisor, without delay if any unauthorised entry or attempted entry is detected.</li> <li>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</li> <li>3. The following minimum protections are in operation:             <ol style="list-style-type: none"> <li>a. all doors and windows must be securely locked and fastened</li> <li>b. all security and alarm protections must be set in operation and be fully maintained.</li> </ol> </li> <li>4. all loose or moveable combustible items or materials other than <b>Landlord's Contents</b> and fixtures and fittings must be removed from the <b>Buildings</b> and cleared from</li> </ol>
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		<p>the <b>Premises</b></p> <p>5. All waste or refuse must be removed from the <b>Buildings</b> and cleared at least once a week from the <b>Premises</b></p> <p>6. Tanks containing fuel or other flammable liquids must be drained and purged within 14 days of the <b>Buildings</b> becoming <b>Unoccupied</b> (not applicable if property is in Northern Ireland)</p>
<p>Policy Conditions – Information you have given us</p>	<p>n/a</p>	<p>New Statement:</p> <p><b>Information you have given us</b></p> <p>In deciding to accept this insurance and in setting the terms and premium, <b>We</b> have relied on the information <b>You</b> have given <b>Us</b>. <b>You</b> must take care when answering any questions <b>We</b> ask by ensuring that all information provided is accurate and complete.</p> <p>If <b>We</b> establish that <b>You</b> deliberately or recklessly provided <b>Us</b> with false or misleading information <b>We</b> will treat this insurance as if it never existed and decline all claims.</p> <p>If <b>We</b> establish that <b>You</b> carelessly provided <b>us</b> with false or misleading information it could adversely affect <b>Your</b> insurance and any claim. For example <b>We</b> may:</p> <ul style="list-style-type: none"> <li>• treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. <b>We</b> will only do this if <b>We</b> provided <b>You</b> with insurance cover which <b>We</b> would not otherwise have offered; or</li> <li>• amend the terms of <b>Your</b> insurance. <b>We</b> may apply these amended terms as if they were already in place if a claim has been adversely impacted by <b>Your</b> carelessness; or</li> <li>• charge <b>You</b> more for <b>Your</b> insurance or reduce the amount <b>We</b> pay on a claim in the proportion the premium <b>You</b> have paid bears to the premium <b>We</b> would have charged <b>You</b>; or</li> <li>• cancel <b>Your</b> insurance in accordance with the</li> </ul>

		<p>“Cancellation” condition of this <b>Policy</b>.</p> <p><b>We</b> or <b>Your</b> insurance advisor will write to <b>You</b> if <b>We</b>:</p> <ul style="list-style-type: none"> <li>intend to treat this insurance as if it never existed; or</li> <li>need to amend the terms of <b>Your</b> insurance; or</li> </ul> <p>require <b>You</b> to pay more for <b>Your</b> insurance</p>																		
<p>Policy Conditions – Cancellation</p>	<p style="text-align: center;"><b>Cancellation</b></p> <p><b>We</b> may cancel the <b>Certificate</b> by writing to <b>You</b> at <b>Your</b> last or known address confirming that all cover will end 14 days after the date of <b>Our</b> letter.</p> <p><b>You</b> may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the <b>Certificate</b> wording, whichever is the later. <b>Underwriters</b> reserve their rights to charge a proportion of the premium or, if you have made a claim on this <b>Certificate</b>, not to refund any premium.</p> <p>This <b>Certificate</b> may be cancelled at any time at the request of the <b>Insured</b> in writing to the Intermediary who effected the If the <b>Premises</b> is unoccupied the following return shall be given</p> <table style="margin-left: auto; margin-right: auto;"> <tr><td>Up to 1 month</td><td>75%</td></tr> <tr><td>2 months</td><td>65%</td></tr> <tr><td>3 months</td><td>55%</td></tr> <tr><td>4 months</td><td>50%</td></tr> <tr><td>5 months</td><td>40%</td></tr> <tr><td>6 months</td><td>30%</td></tr> <tr><td>7 months</td><td>20%</td></tr> <tr><td>8 months</td><td>10%</td></tr> <tr><td>Over 8 month</td><td>None</td></tr> </table> <p>Subject to a minimum time on risk charge of £150.00 + IPT + any administration + fees already charged.</p> <p>If the <b>Premises</b> are occupied, then a pro-rata return will be issued subject to a minimum time on risk charge of £50.00 + IPT + any administration fee.</p>	Up to 1 month	75%	2 months	65%	3 months	55%	4 months	50%	5 months	40%	6 months	30%	7 months	20%	8 months	10%	Over 8 month	None	<p style="text-align: center;"><b><u>Your Cancellation Rights</u></b></p> <p><b>You</b> may cancel this insurance within 14 days of the day <b>You</b> purchase this insurance or the day on which <b>You</b> receive the <b>Policy</b> wording, whichever is the later by contacting Commercial Express Quotes Limited via <b>Your</b> insurance advisor.</p> <p>If this insurance is cancelled then, provided <b>You</b> have not made a claim, <b>you</b> will be entitled to a refund of any premium paid, subject to a deduction for any time for which <b>You</b> have been covered. This will be calculated on a proportional basis. For example, if <b>You</b> have been covered for six (6) months, the deduction for the time <b>You</b> have been covered will be half the annual premium.</p> <p>If <b>You</b> cancel this insurance outside the 14 day cooling off period, there will be an additional charge, as stated in the <b>Schedule</b>, to cover the administrative cost of providing the insurance.</p> <p>If <b>We</b> 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 <b>Your</b> Insurance advisor.</p> <p style="text-align: center;"><b><u>Our Cancellation Rights</u></b></p> <p><b>We</b> can cancel this insurance by giving <b>You</b> 30 days’ notice in writing where there is a valid reason for doing so.</p> <p><b>We</b> will refund the part of <b>Your</b> premium which applies to the remaining <b>Period of Insurance</b> providing <b>You</b> have not made a claim. Commercial Express Quotes Limited will send <b>Our</b> cancellation letter to the address shown on the <b>Schedule</b> and</p>
Up to 1 month	75%																			
2 months	65%																			
3 months	55%																			
4 months	50%																			
5 months	40%																			
6 months	30%																			
7 months	20%																			
8 months	10%																			
Over 8 month	None																			

		<p>will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Where <b>We</b> have been unable to collect a premium payment and this has not been rectified by You within the time period given.</li> <li>• Where <b>You</b> are required in accordance with the terms of this policy to co-operate with <b>Us</b>, or send <b>Us</b> information or documentation and <b>You</b> fail to do so in a way that materially affects <b>Our</b> ability to process a claim, or <b>Our</b> ability to defend <b>Our</b> interests. In this case <b>We</b> may issue a cancellation letter and will cancel <b>Your</b> policy if <b>You</b> fail to co-operate with <b>us</b> or provide the required information or documentation by the end of the cancellation notice period.</li> <li>• Where <b>We</b> reasonably suspect fraud.</li> <li>• Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.</li> </ul>
<p>Policy Conditions – Policy Excesses</p>	<p><b>Certificate Excess'</b></p> <p><b>You</b> must pay an amount towards each claim. The amount <b>You</b> pay is called an 'excess'. The following excesses apply to each and every claim.</p> <p>Subsidence, landslip or heave - Occupied Property built after 1800 - £1000</p> <p>Subsidence, landslip or heave - Occupied Property built before 1800 - £1000</p> <p>Subsidence, landslip or heave - <b>Unoccupied</b> Property days 0 – 60 - £1000</p> <p>Subsidence, landslip or heave - <b>Unoccupied</b> Property days 61+ - £1000</p> <p>Buildings - Occupied Property built after 1800 - £250</p> <p>Buildings - Occupied Property built before 1800 - £250</p> <p>Buildings - <b>Unoccupied</b> Property days 0 – 60 - £500</p>	<p><b>Policy Excesses</b> – apply as below unless specified otherwise in the <b>Schedule</b></p> <p><b>You</b> must pay an amount towards each claim. The amount <b>You</b> pay is called an excess. The following excesses apply to each and every claim.</p> <p><b>Subsidence, Landslip or Heave</b> – Occupied property built after 1800 - £1000</p> <p><b>Subsidence, Landslip or Heave</b> – Occupied Property built before 1800 - £1000</p> <p><b>Subsidence, Landslip or Heave</b> – <b>Unoccupied</b> Property days 0 – 60 - £1000</p> <p><b>Subsidence, Landslip or Heave</b> – <b>Unoccupied</b> Property days 61+ - £1000</p> <p><b>Buildings</b> – Occupied property built after 1800 - £250</p> <p><b>Buildings</b> – Occupied Property built before 1800 - £250</p>

Change of Underwriter Document – Commercial Property Owners

	<p>Buildings - <b>Unoccupied</b> Property days 61+ - £2500</p> <p>Landlords fixtures &amp; fittings - Occupied Property built after 1800 - £250</p> <p>Landlords fixtures &amp; fittings - Occupied Property built before 1800 - £250</p> <p>Landlords fixtures &amp; fittings - <b>Unoccupied</b> Property days 0 – 60 – Cover not available</p> <p>Landlords fixtures &amp; fittings - <b>Unoccupied</b> Property days 61+ - Cover not available</p> <p>Loss of Rent - Occupied Property built after 1800 - £250</p> <p>Loss of Rent - Occupied Property built before 1800 - £250</p> <p>Loss of Rent - <b>Unoccupied</b> Property days 0 – 60 – Cover not available</p> <p>Loss of Rent - <b>Unoccupied</b> Property days 61+ - Cover not available</p> <p>Property Owner's Liability - Occupied Property built after 1800 - £250</p> <p>Property Owner's Liability - Occupied Property built before 1800 - £500</p> <p>Property Owner's Liability - <b>Unoccupied</b> Property days 0 – 60 - £500</p> <p>Property Owner's Liability - <b>Unoccupied</b> Property days 61+ - £2500</p>	<p><b>Buildings – Unoccupied</b> Property days 0 – 60 - £500</p> <p><b>Buildings – Unoccupied</b> Property days 61+ - £2500</p> <p><b>Shop Front Windows – Occupied</b> property built after 1800 - £100</p> <p><b>Shop Front Windows – Occupied</b> Property built before 1800 - £100</p> <p><b>Shop Front Windows – Unoccupied</b> Property days 0 – 60 – Cover not available</p> <p><b>Shop Front Windows – Unoccupied</b> Property days 61+ - Cover not available</p> <p><b>Landlords Contents – Occupied</b> property built after 1800 - £250</p> <p><b>Landlords Contents – Occupied</b> Property built before 1800 - £250</p> <p><b>Landlords Contents – Unoccupied</b> Property days 0 – 60 – Cover not available</p> <p><b>Landlords Contents – Unoccupied</b> Property days 61+ - Cover not available</p> <p>Loss of Rent – Occupied property built after 1800 - £250</p> <p>Loss of Rent – Occupied Property built before 1800 - £250</p> <p>Loss of Rent – <b>Unoccupied</b> Property days 0 – 60 – Cover not available</p> <p>Loss of Rent – <b>Unoccupied</b> Property days 61+ - Cover not available</p> <p>Property Owners Liability – Occupied property built after 1800 - £250</p> <p>Property Owners Liability – Occupied Property built before 1800 - £500</p> <p>Property Owners Liability – <b>Unoccupied</b> Property days 0 – 60 - £500</p> <p>Property Owners Liability – <b>Unoccupied</b> Property days 61+ - £2500</p>
<p>Policy Conditions – E.U. Disclosure Clause</p>	<p><b>E.U. Disclosure Clause</b></p> <p>The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.</p>	<p><b>E.U. Disclosure Clause</b></p> <p>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.</p>
<p>Claims Conditions</p>	<p>n/a</p>	<p>New Statement: <b>Claims Conditions</b></p>

		<p>These are the claims conditions of the insurance <b>You</b> will need to meet as <b>Your</b> part of the contract. If <b>You</b> do not, a claim may be rejected or payment could be reduced. In some circumstances <b>Your</b> claim might become invalid</p>
<p>Claims Conditions – Your Duties</p>	<p><b>Claims - Insured's Duties</b>  On the happening of any event which may give rise to a claim <b>You</b> shall;</p> <p>a) General applicable to all Sections; i) notify the <b>Underwriters</b> immediately, but in any event within 30 days by calling by calling 0345 604 6615 or 02920 558 639</p> <p>ii) take all practicable steps to recover property lost and otherwise minimise the claim</p> <p>iii) inform the Police immediately and <b>Underwriters</b> within 14 days if the <b>Damage</b> is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances</p> <p>iv) give all information and assistance the <b>Underwriters</b> may require in a timely manner</p> <p>b) Applicable to Section 1 - Buildings;</p> <p>Within 30 days or such further time as the <b>Underwriters</b> may in writing allow, deliver to the <b>Underwriters</b> a written claim providing at the Insured's own expense, all details proofs and information regarding the cause and amount of <b>Damage</b> as the <b>Underwriters</b> may reasonably require including any other insurances on any <b>Property Insured</b> by this <b>Certificate</b> and (if demanded) a statutory declaration of the truth of the claim and of any related matters. If any <b>Property</b> by Section 1 is to be reinstated or replaced by the <b>Underwriters</b>, <b>You</b> shall at <b>Your</b> own expense provide all such plans documents books and information as may be reasonably required.</p> <p>In certain circumstances <b>Underwriters</b> may require sight of freehold title or the lease which</p>	<p><b>Claims - Your Duties</b>  On the happening of any event which may give rise to a claim <b>You</b> must;</p> <p>a) General - applicable to all Sections; notify the <b>Underwriters'</b> Claims Representatives without delay, but in any event, within 30 days by calling: 01732 520288</p> <p>i take all practicable steps to recover property lost and otherwise minimise the claim</p> <p>ii inform the Police without delay if the <b>Damage</b> is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances</p> <p>iii give all information and assistance the <b>Underwriters</b> may require in a timely manner. The <b>Underwriters</b> will only request information relevant to <b>Your</b> claim.</p> <p>b) Applicable to <b>Section 1 Buildings and Section 2 Landlord's Contents;</b> Within 30 days or such further time as the <b>Underwriters</b> may in writing allow deliver to the <b>Underwriters</b>, at <b>Your</b> own expense, a statement setting out particulars of the claim together with all details, proofs and information regarding the cause and amount of <b>Damage</b> as the <b>Underwriters</b> may reasonably require together with details of any other insurances on any <b>Property Insured</b> by this <b>Policy</b> and (if demanded) a statutory declaration of the truth of the claim and of any related matters</p> <p>In certain circumstances <b>Underwriters</b> may require sight of freehold title or the insuring lease which must be provided by <b>You</b> within 30 days of any such a request.</p> <p>No claim under this Section will be payable unless the terms of this condition have been complied with.</p>

	<p>must be provided by <b>You</b> within 30 days of any such a request.          No claim under this Section shall be payable unless the terms of this condition have been complied with.</p> <p>c) Applicable to Rental Income</p> <p>i) within 14 days after the expiry of the <b>Indemnity Period</b> or within such further time as the <b>Underwriters</b> may in writing allow at the Insured's own expense deliver to the <b>Underwriters</b> a statement setting out particulars of the claim together with details of all other insurances covering any part of the Damage or resulting loss of rental income</p> <p>ii) <b>You</b> shall at <b>Your</b> own expense also provide the <b>Underwriters</b> with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the <b>Underwriters</b> for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.          No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the <b>Underwriters</b> immediately.</p> <p>d) Applicable to Section 3 - Property Owners Liability and Section 4 - Employers Liability</p> <p>i) not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the <b>Underwriters</b></p> <p>ii) immediately forward to the <b>Underwriters</b> every letter claim writ summons and process immediately upon receipt without acknowledgement</p> <p>iii) advise the <b>Underwriters</b> in writing immediately they have any knowledge of any impending</p>	<p>c) Applicable to Section 3 - Property Owners Liability          not make or allow to be made on their behalf any admission, offer, promise, payment, or indemnity, without the written consent of the <b>Underwriters</b></p> <p>forward to the <b>Underwriters'</b> Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement          advise the <b>Underwriters'</b> Claims Representatives (Contact details as above) without delay when <b>You</b> have any knowledge of any impending prosecution, inquest, Fatal Accident, or Ministry Enquiry.</p>
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	prosecution inquest Fatal Accident or Ministry Enquiry.	
Claims – Underwriter’s Rights	<p><b>Claims - Underwriters' Rights</b> The <b>Underwriters</b>;</p> <p>a) On the happening of <b>Damage</b> in respect of which a claim is made may without thereby incurring any liability or diminishing any of the <b>Underwriters'</b> rights under this <b>Certificate</b> enter take or keep possession of the <b>Premises</b> where such <b>Damage</b> has occurred and take possession of or require to be delivered to the <b>Underwriters</b> any <b>Property</b> and deal with such property for all reasonable purposes and in any reasonable manner. No property may be abandoned to the <b>Underwriters</b> whether taken possession of by the <b>Underwriters</b> or not.</p> <p>b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim where <b>Underwriters</b> have agreed to provide indemnity under this <b>Certificate</b>, or</p> <p>c) in the event the amount of claim is reduced under the Claims &amp; Remedy Condition:</p> <p>i) <b>Underwriters</b> shall retain their sole rights to conduct the claim including the 's proportion but all defence costs shall be met by <b>Underwriters</b>, or</p> <p>ii) <b>You</b> may elect to conduct <b>Your</b> proportion of the claim and shall be responsible for <b>Your</b> own costs.</p>	<p><b>Claims - Underwriters' Rights</b> The <b>Underwriters</b>;</p> <p>a) On the happening of <b>Damage</b> in respect of which a claim is made may, without incurring any liability or diminishing any of the <b>Underwriters'</b> rights under this <b>Policy</b>, enter the <b>Premises</b> where such <b>Damage</b> has occurred and take possession of or require to be delivered to the <b>Underwriters</b> any <b>Property Insured</b> and deal with such property for all reasonable purposes and in any reasonable manner No property may be abandoned to the <b>Underwriters</b> whether taken possession of by the <b>Underwriters</b> or not.</p> <p>b) will have full discretion in the conduct of any proceeding and in the settlement of any claim.</p>
Claims Conditions - Fraud	<p><b>Fraud</b></p> <p>If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the <b>Insured</b> or anyone acting on their behalf to obtain any benefit under this <b>Certificate</b> or if any <b>Damage</b> be occasioned by the willful act or with the connivance of the then <b>Underwriters</b> shall be entitled: a)</p> <p>not to pay the claim,</p> <p>b) recover from <b>You</b> any sums paid by the <b>Underwriters</b> to the in respect of the claim, and</p> <p>c) to treat this <b>Certificate</b> as being terminated with effect from the time of the fraudulent act.</p>	<p><b>Fraud</b></p> <p>If <b>You</b> make a fraudulent claim under this insurance contract, then <b>We</b>:</p> <p>(a) Are not liable to pay the claim; and</p> <p>(b) May recover from <b>You</b> any sums paid by <b>Us</b> to <b>You</b> in respect of the claim; and</p> <p>(c) May by notice to <b>You</b> treat the contract as having been terminated with effect from the time of the fraudulent act.</p> <p>If <b>We</b> exercise <b>Our</b> right under clause (c) above:</p> <p>(a) <b>We</b> will not be liable to <b>You</b> in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise</p>

	<p>If the <b>Certificate</b> is treated as having been terminated the <b>Underwriters</b> shall be entitled to:</p> <p>a) refuse all liability to the under the <b>Certificate</b> in respect of the relevant event occurring after the time of the fraudulent act, and</p> <p>b) not return any of the premiums paid under the <b>Certificate</b></p>	<p>to <b>Our</b> 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,</p> <p>(b) <b>We</b> need not return any of the premiums paid</p>
<p>Complaints Procedure</p>	<p><b>Complaints Procedure</b></p> <p>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 Broker who arranged this Policy for You.</p> <p>Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily. If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:</p> <p>The Complaints Manager ERGO Versicherung AG, UK Branch MUNICH RE GROUP offices Plantation Place - 3rd floor 30 Fenchurch Street London EC3M 3AJ Phone 020 3003 7444 <a href="mailto:complaints@ergo-commercial.co.uk">complaints@ergo-commercial.co.uk</a></p> <p>If Your Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:</p> <p><b>The Financial Ombudsman Service</b> Exchange Tower, London, E14 9SR Phone 08000 234 567</p> <p>Further information is available from them and on <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></p> <p><b>Your</b> rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman</p>	<p><b>Complaints Procedure</b></p> <p>If <b>You</b> wish to make a complaint about the sales process or suitability of <b>Your Policy</b>, <b>You</b> should contact the Insurance advisor who arranged this <b>Policy</b> for <b>You</b>.</p> <p>If <b>Your</b> complaint relates to any other matter including claims, <b>You</b> should contact:</p> <p>The Complaints Manager Commercial Express B1 Custom House The Waterfront Level Street Brierley Hill DY5 1XH Phone 0800 978 8007 Email <a href="mailto:complaints@commercialexpress.co.uk">complaints@commercialexpress.co.uk</a></p> <p>Alternatively, <b>You</b> can refer <b>Your</b> complaint to the Complaints team at Lloyd's at any time:</p> <p>Complaints Lloyd's One Lime Street London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a> Website: <a href="http://www.lloyds.com/complaints">www.lloyds.com/complaints</a></p> <p>Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from <a href="http://www.lloyds.com/complaints">www.lloyds.com/complaints</a>. <b>You</b> can also ask Lloyd's for a copy of this leaflet using the contact details shown above.</p> <p>If <b>You</b> are dissatisfied with the outcome of <b>Your</b> complaint, <b>You</b> may have the right to refer <b>Your</b> complaint to an alternative dispute resolution body.</p>

	<p>Service will not adjudicate on any cases where litigation has commenced.</p>	<p>If <b>You</b> live in the United Kingdom or the Isle of Man, the contact information is:  The Financial Ombudsman Service  Exchange Tower  London  E14 9SR  Tel: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK)  Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)  Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></p> <p>If <b>You</b> 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: <a href="mailto:enquiries@ci-fo.org">enquiries@ci-fo.org</a>  Website: <a href="http://www.ci-fo.org">www.ci-fo.org</a></p> <p>If <b>You</b> purchased this insurance online <b>You</b> can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>  This complaints procedure does not affect <b>Your</b> right to take legal action.</p>
<p>Financial Services Register</p>	<p><b>Financial Services Register</b>  The Financial Services Register can be checked by visiting the Financial Conduct Authority website on <a href="http://www.fca.org.uk">www.fca.org.uk</a> or by calling 0800 111 6768.</p>	<p>Removed</p>