

Commercial & Industrial PO – Channel Comparison Document

Policy Wording

Section/Title (Policy Wording)	Previous Version	New Version
Order of Policy & Layout	<ol style="list-style-type: none"> 1) Guide 2) Index 3) Authorised Certificate 4) Obligations 5) Claims & Remedy Condition 6) Sections of Cover; <ol style="list-style-type: none"> i. Cover & Basis of Settlement ii. Conditions applicable to Basis of Settlement iii. Exclusions iv. Definitions v. Extensions vi. Conditions 7) Certificate Exclusions 8) Certificate Conditions 9) Certificate Definitions 10) Complaints Procedure and Authorisation 	<ol style="list-style-type: none"> 1) Guide 2) Index 3) Authorised Policy 4) Policy Definitions 5) Sections of Cover; <ol style="list-style-type: none"> i. Definitions ii. Cover iii. Extensions iv. Exclusions v. Basis of Settlement vi. Conditions 6) Policy Exclusions 7) Policy Conditions 8) Claims Conditions 9) Complaints Procedure
Policy Title	Industrial Property Owners – Certificate Wording	Industrial Property Owners – Policy Wording
Throughout	Certificate	Policy
Throughout	Defined Peril	Insured Event
Guide	<p>Previous version included ‘obligations’.</p> <p>There are certain obligations contained in this certificate that are important to us and that We rely upon You to comply with. The obligations clearly set out what You must do and what You must not do to ensure coverage under this certificate is not prejudiced.</p> <p>You should note that if You do not comply with the obligations, in certain circumstances specific coverage will be excluded or the certificate may be considered void.</p> <p>If You are unsure as to what an obligation means or You may not be able to comply with the terms You should consult with Your 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, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.</p> <p>This Policy sets out all the circumstances in which You can make a claim. It is not a maintenance contract and does not protect against every loss.</p> <p>There are Policy and claims conditions contained in this Policy and conditions specific to certain sections (additional requirements may be imposed by Endorsement) that are all important to Us and which We rely upon You to comply with.</p> <p>The conditions clearly set out what You must do to ensure cover under this Policy is not prejudiced. In the event You breach a condition(s) and</p>

	<p>Exclusions applying to the whole certificate are set in General Exclusions section and We will not pay a claim if these exclusions are applicable.</p> <p>The General certificate conditions sets out certain rights of You and Us 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. You 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 Sums Insured.</p> <p>The Schedule may also contain clauses additional to the certificate wording that Underwriters have imposed placing additional obligations on You 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 You feel that You need to make a complaint concerning this insurance You will find this in our complaints procedure section.</p> <p style="text-align: center;">Reading the Certificate</p> <p>It is strongly recommended that You read the Certificate including the Schedule and any endorsements to ensure that the Certificate meets with Your requirements.</p> <p>In the event that the Certificate does not meet with Your requirements and/or that You are unable to comply with any of the obligations, terms and conditions, you should immediately advise Your insurance advisor. The Underwriters will then decide whether or not to agree to a variation of the policy. However, the terms of the Certificate will remain effective unless Underwriters have agreed to a variation in writing.</p>	<p>You need to make a claim You will need to show that non - compliance with the condition could not have increased the risk of Damage which has occurred.</p> <p>If You are unsure as to what a condition means or if You are unable to comply with the terms You should consult with Your insurance advisor.</p> <p>The Policy Definitions section provides the meaning to words and phrases wherever they appear in the Policy. You will see words in bold which highlights that for the purposes of this Policy they are a definition.</p> <p>The Policy defines what is covered under separate sections 1-3. Within those Sections the extent of cover is explained together with conditions and exclusions specific to that Section.</p> <p>Exclusions applying to the whole Policy are contained within General Exclusions and We will not pay a claim if these exclusions are applicable.</p> <p>The Policy conditions section covers certain rights of You and Us and include conditions that apply to the whole of the Policy. The Claims conditions section covers certain rights of You and Us in the event of a claim and details what to do in the event of a claim under this Policy.</p> <p>The Schedule attaching to this Policy will set out the Period of Insurance and specify which Sections of this Policy are operative including the Sums Insured.</p> <p>The Schedule may also contain additional conditions to the Policy wording that We have imposed placing additional conditions on You and/or limiting coverage. The terms of those conditions will be attached to the Policy in the form of an endorsement.</p> <p>In the unlikely event You feel that You need to make a complaint concerning this insurance You will find this in Our complaints procedure section.</p> <p style="text-align: center;">Reading the Policy</p>
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<p>Authorised Policy</p>	<p>Authorised Certificate This Certificate and any replacement Schedule and/or endorsement are to be read together as one document. This Certificate is a legally binding contract which You have made with Underwriters. In consideration of the payment by You of the premium specified in the Schedule Underwriters agree (subject to the terms, conditions and exclusions of the Certificate) to indemnify You against Damage, accident or injury occurring during the Period of Insurance. Provided always that: - (i) The liability of the Underwriters shall not exceed the Sums Insured or limits of liability stated in the Schedule or such other Sums Insured or limits of liability as maybe substituted by endorsement or attached hereto; (ii) This Certificate insures You only in respect of the sections where a Sum Insured or a limit of liability is specified in the Schedule Any dispute arising out of or in connection with this Certificate shall be subject to and construed solely in accordance with the laws of England and Wales. You and the Underwriters agree that all disputes arising out of or in connection with the Certificate 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>Authorised Policy Financial Services Compensation Scheme (FSCS) Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Channel Syndicate 2015 cannot meet its obligations to You under this insurance. Further details about the scheme can be obtained from FSCS, PO BOX 300, Mitcheldean, GL17 1DY Tel: 0800 678 100 or 0207 741 4100 or www.fscs.org.uk In consideration of the payment by You of the premium specified in the Schedule Underwriters agree (subject to the terms, conditions and exclusions of the Policy) to cover You against Damage, accident or injury occurring during the Period of Insurance. Provided always that: - (i) The liability of the Underwriters will not exceed the Sums Insured or Limits of Indemnity stated in the Schedule or such other Sums Insured or Limits of Indemnity as maybe substituted by Endorsement or attached to the Policy; (ii) This Policy insures You only in respect of the sections where a Sum Insured or a Limit of Indemnity is specified in the Schedule</p>

Change of Underwriter Document – Industrial Property Owners (JRP Ergo / AM Trust and Certain Underwriters at Lloyds to Industrial Property Owners Channel)

	<p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion.</p>	<p>Any dispute arising out of or in connection with this Policy shall be subject to and interpreted solely in accordance with the laws of England and Wales. You and the Underwriters agree that all disputes arising out of or in connection with the Policy will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause (as documented in the Policy Conditions section within this Policy).</p> <p>This Policy is underwritten by Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</p> <p>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers B1262BW0231618 by Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd</p>
Several Liability Notice	<p>Several Liability Notice The subscribing Underwriters' 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 Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.</p>	Removed
Definitions – Consequential Loss	n/a	<p>New Definition: Consequential Loss Any loss which happens as a result of, or is a side effect of, an event for which You are insured.</p>
Definitions – Endorsement	n/a	<p>New Definition: Endorsement A change in the terms and conditions of this insurance agreed by You and Us. Endorsements which apply to Your insurance (if any) will be shown in the Schedule.</p>
Definitions – Policy	n/a	New Definition:

Change of Underwriter Document – Industrial Property Owners (JRP Ergo / AM Trust and Certain Underwriters at Lloyds to Industrial Property Owners Channel)

		<p>Policy</p> <p>The entirety of the Policy, the Schedule and/or any Endorsements or amendments (whether or not such Endorsements or amendments are agreed prior to the Policy of insurance coming into force or at any time during the Period of Insurance).</p> <p>All references to the terms, conditions and exclusions of the Policy shall be considered as referring to the entire Policy.</p>
Definitions – Settlement	n/a	<p>New Definition:</p> <p>Settlement</p> <p>Downward movement as a result of the ground being compressed by the weight of the Buildings within 10 years of construction.</p>
Definitions – Shop Front Windows	n/a	<p>New Definition:</p> <p>Shop Front Windows</p> <p>A display Window</p>
Definitions – Subsidence	n/a	<p>New Definition:</p> <p>Subsidence</p> <p>Downward movement of the ground beneath the Buildings where the movement is unconnected with the weight of the building.</p>
Definitions – Unoccupied Cover	n/a	<p>New Definition:</p> <p>Unoccupied Cover</p> <p>Option 1 – Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, Subsidence, landslip and heave. Section 1 Extensions of Theft of Keys, Extinguishment, Alarm Resetting Expenses, Buildings – Boarding up of Glass and Property Owners Liability</p> <p>Option 3 - Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, Subsidence, landslip and heave, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, earthquake, storm or flood, and impact by any road vehicle (including goods falling from them) or animal not belonging to You or under Your control, falling trees, branches and falling aerials. Section 1 Extensions of Theft of Keys, Extinguishment and Alarm Resetting Expenses, Buildings – Boarding up of Glass and property Owners Liability.</p>

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Definitions – Building(s)	<p style="text-align: center;">Building(s)</p> <p>The building(s) situated at the address(es) specified in the Schedule which include;</p> <ul style="list-style-type: none"> a) landlord's fixtures and fittings b) annexes, gangways, outbuildings and extensions tenant's improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture d) walls, gates and fences e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of Your responsibility f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials g) landscaping, excluding external ponds and lakes all belonging to You or for which You are legally responsible. 	<p style="text-align: center;">Building(s)</p> <p>The building(s) situated at the address(es) specified in the Schedule which include;</p> <ul style="list-style-type: none"> a) fixed glass in windows, doors and skylights but excluding any Shop Front Windows unless a Sum Insured is stated in the Schedule b) landlord's fixtures and fittings c) annexes, gangways, outbuildings and extensions, tenant's improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let d) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture e) walls, gates and fences f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of Your responsibility g) yards, car parks, roads and pavements, forecourts, all constructed of solid materials h) landscaping, excluding external ponds and lakes all belonging to You or for which You are legally responsible (addition of glass under a))
Definitions – Damage	<p style="text-align: center;">Damage</p> <p>Accidental physical loss, damage or destruction.</p>	<p style="text-align: center;">Damage</p> <p>Physical loss, damage or destruction. (Removed Accidental)</p>
Definitions – Excess	<p style="text-align: center;">Excess</p> <p>The first part of each and every loss which You must bear after the application of any condition of average.</p>	<p style="text-align: center;">Excess</p> <p>The amount You will have to pay towards each separate claim.</p>
Definitions – Insured Event	<p style="text-align: center;">Insured Event</p> <p>A claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity.</p>	<p style="text-align: center;">Insured Event(s)</p> <p>The words Insured Event(s) mean:</p> <ul style="list-style-type: none"> a. fire but excluding any Damage to the Property Insured caused by: <ul style="list-style-type: none"> i. explosion resulting from fire ii. earthquake or subterranean fire iii. its own spontaneous fermentation or heating iv. its undergoing any heating process or any process involving the application of heat

		<ul style="list-style-type: none"> b) lightning c) explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under Your control d) aircraft or other aerial devices or articles dropped there from e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding Damage: <ul style="list-style-type: none"> i. arising from confiscation, requisition or destruction by order of the government t or any public authority ii arising from cessation of work f) theft or attempted theft g) earthquake h) storm or flood excluding: Damage attributable solely to a change in the water table level i) overflowing, discharge or leaking of any sprinkler apparatus j) escape of water or oil from any tank, apparatus or pipe k) impact by any road vehicle (including goods falling from them) or animal not belonging to You or under Your control, falling trees, branches and falling aerials but excluding Damage arising from the weight of any vehicle m) Subsidence We will pay for Damage caused by Subsidence or heave of the site the Buildings stand on or Landslip subject to the following exclusions: <ul style="list-style-type: none"> 1. Damage caused by or resulting from the Settlement or movement of made up ground or coastal or river or watercourse erosion 2. Damage caused by faulty design, workmanship or material
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		<ol style="list-style-type: none"> 3. Damage caused by demolition of or alterations or repairs to the Buildings 4. Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Buildings are Damaged at the same time and by the same cause 5. Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Buildings were Damaged at the same time and by the same cause 6. Damage which originated prior to the Inception of this cover 7. We will not pay for normal Settlement or bedding down of new structures <ol style="list-style-type: none"> n) Accidental Damage - (This operates only if stated in the Schedule)- <p>We will pay for accidental Damage to the Buildings or Landlord's Contents subject to the following exclusions:</p> <ol style="list-style-type: none"> 1. We will not pay for faulty or defective design materials or workmanship, inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear, tear or frost. 2. We will not pay for explosion caused by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control. 3. We will not pay for Damage caused by collapse or cracking of the Buildings. 4. We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects or scratching.
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Definitions – Schedule	Schedule(s)	Schedule(s)

Change of Underwriter Document – Industrial Property Owners (JRP Ergo / AM Trust and Certain Underwriters at Lloyds to Industrial Property Owners Channel)

	The Schedule specifying the Sum Insured terms and extent of this Certificate .	The document showing Your name, the Premises , the Sum Insured , the Period of Insurance and the sections of this insurance which apply.
Definitions – Territorial Limits	Territorial Limits Great Britain, Northern Ireland, the Channel Islands or the Isle of Man & Eire.	Territorial Limits Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (Removed Eire)
Definitions - Unoccupied	Unoccupied Building(s) that are not Occupied or visited by the insured or a tenant thereof for a period in excess of seven days. Other specific terms, conditions and exclusions apply in respect of unoccupied properties. Please refer to certificate wording.	Unoccupied Building(s) that are not Occupied or visited by You or a tenant thereof for a period in excess of seven days.
Definitions - Underwriters/We/Us/Our	Underwriters/We/Us ERGO Versicherung AG UK branch. JRP Underwriting at all times as authorised underwriting agents and administrators (and for no other purpose) of ERGO Versicherung AG UK branch with no liability under this Certificate .	Underwriters/We/Us/Our Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd
Definitions – You/Your	Insured(s)/You/Your The firm, company, entity or individual named in the Schedule .	You/Your The firm, company, entity or individual named in the Schedule . (Removed Insured)
Definitions – Annual Gross Rentals	Annual Gross Rentals The Gross Rentals during the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage .	Moved to Section 2 – Rental Income – Definitions specific to this section
Definitions – Computer Virus	Computer Virus A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to	Moved to Policy Exclusions – Electronic Data Exclusion Computer Virus means a set of corrupting, harmful, or otherwise unauthorised, instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer

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	<p>Trojan Horses and RUPV and WLPe or ORJLFEPEV</p>	<p>system or network of any nature. Computer Virus includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".</p>
<p>Definitions – Electronic Data</p>	<p>Electronic Data Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.</p>	<p>Moved to Policy Exclusions – Electronic Data Exclusion Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.</p>
<p>Definitions – Gross Rentals</p>	<p>Gross Rentals The money paid or payable to You for tenancies and associated income derived from the letting of the Premises.</p>	<p>Moved to Section 2 – Rental Income – Definitions specific to this section</p>
<p>Definitions – Standard Gross Rentals</p>	<p>Standard Gross Rentals The Gross Rentals during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.</p>	<p>Moved to Section 2 – Rental Income – Definitions specific to this section</p>
<p>Definitions – Certificate</p>	<p>Certificate The entirety of the certificate, the Schedule and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the certificate of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the certificate shall be construed as referring to the entire certificate.</p>	<p>Removed and replaced by Policy</p>
<p>Definitions – Defined Peril</p>	<p>Defined Peril The words Defined Peril shall mean:</p>	<p>Removed and replaced by Insured Event(s)</p>

	<p>a. fire but excluding any Damage to the Property Insured caused by:</p> <ul style="list-style-type: none"> i. explosion resulting from fire ii. earthquake or subterranean fire iii. its own spontaneous fermentation or heating iv. its undergoing any heating process or any process involving the application of heat <p>b) lightning</p> <p>c) explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under Your control</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 Damage:</p> <ul style="list-style-type: none"> i. arising from confiscation, requisition or destruction by order of the government t or any public authority ii arising from cessation of work <p>f) theft or attempted theft</p> <p>g) earthquake</p> <p>h) storm excluding:</p> <ul style="list-style-type: none"> i) Damage by flood whether resulting from storm or otherwise ii) Damage attributable solely to a change in the water table level i) flood excluding Damage attributable solely to a change in the water table level <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 You or under Your control, falling trees, branches and falling aerals but excluding Damage arising from the weight of any vehicle</p> <p>m) Subsidence We will pay for Damage caused by Subsidence or heave of the site the Buildings stand on or landslip subject to the following exclusions:</p> <ul style="list-style-type: none"> 1. Damage caused by or resulting from the settlement or movement of 	
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	<p>made up ground or coastal or river or watercourse erosion</p> <p>2. Damage caused by faulty design, workmanship or material</p> <p>3. Damage caused by demolition of or alterations or repairs to the Buildings</p> <p>4. Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Buildings Are Damaged at the same time and by the same cause The Buildings or land it is on settling, shrinking, bedding down or expanding</p> <p>5. Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Buildings were Damaged at the same time and by the same cause</p> <p>6. Damage which originated prior to the Inception of this cover</p> <p>7. We 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 Schedule) -</p>	
Definitions – Glass	<p>Glass</p> <p>All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the Premises.</p>	Removed
Definitions - Offshore	<p>Offshore</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
Definitions – Proposal	<p>Proposal</p> <p>The Proposal Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to the Underwriters by or on behalf of You.</p>	Removed
Definitions – Unlawful Association	<p>Unlawful Association</p> <p>Any organisation which is engaged in terrorism and includes an organisation which at any relevant</p>	Removed

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	time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any similar legislation.	
Section 1 – Buildings – Definitions – Architects Surveyors Legal and Consulting Engineers Fees	Architects Surveyors Legal and Consulting Engineers Fees means The reasonable cost of employing architect's surveyor's lawyers and consulting engineers in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim.	Architects Surveyors Legal and Consulting Engineers Fees The cost of employing architects, surveyors, lawyers, and consulting engineers, in the reinstatement or repair of the Buildings as a result of Damage covered under this Policy but not for preparing any claim.
Sections 1 – Buildings – Definitions – Removal of Debris	Removal of Debris means costs and expenses necessarily incurred by You with the consent of the Underwriters in; a) removing debris b) dismantling and/or demolishing c) shoring up or propping of the portions of the Property Insured d) clearing drains sewers and gutters at the Property Insured as a result of Damage hereby insured against. The Underwriters will not pay for any costs or expenses; 1) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site 2) arising from pollution or contamination of property not insured by this Section	Removal of Debris Costs and expenses necessarily incurred by You with the consent of the Underwriters in; a) removing debris b) dismantling and/or demolishing c) shoring up or propping of the portions of the Buildings d) clearing drains, sewers and gutters at the Premises following an Insured Event which results in a valid claim under this Policy The Underwriters will not pay for any costs or expenses; 1) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site 2) arising from pollution or contamination of property not insured by this Section
Section 1 – Buildings – Cover	Underwriters agree that if during the Period of Insurance , an item of Buildings at the Premises sustains Damage due to a Defined Peril , then following an Insured Event under this Section Underwriters will pay You : - (i) the Cost of Reinstatement of the Buildings provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below, or if the Buildings is an individual flat, forming part of a block, We will pay the to reinstate the damaged Buildings belonging to You in accordance with the reinstatement conditions but We will not pay for any Damage to common parts other than those parts owned by You or for	Underwriters agree that if during the Period of Insurance , an item of Buildings at the Premises sustains Damage due to an Insured Event , then following a valid claim under this Policy Underwriters will pay You : - (i) the Cost of Reinstatement of the Buildings provided that reinstatement or replacement takes place in accordance with the "Reinstatement Conditions" as detailed within this Policy section. (ii) Where reinstatement or replacement of the Buildings does not take place in accordance with (i) above for any reason the "Alternative Basis of Settlement Condition"

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	<p>which You are individually legally responsible.</p> <p>(ii) Where reinstatement or replacement of the Buildings does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.</p>	<p>as detailed within this Policy section, will apply.</p>
<p>Section 1 – Buildings – Extensions – Buildings – Boarding up of Glass</p>	<p>n/a</p>	<p>New Extension: Buildings – Boarding up of Glass. We will pay the costs incurred by You for:</p> <ol style="list-style-type: none"> a) The cost of boarding up rendered necessary by such breakage of glass in the Building b) The cost of repairing or replacing window frames and framework consequent upon the breakage of glass in the Building c) The reasonable cost of refitting alarm foil consequent upon the breakage of glass in the Building We will not pay for; <ol style="list-style-type: none"> 1. The amount of the Excess specified in the Schedule 2. Consequential Loss of any kind and every description 3. Any breakage arising directly or indirectly from: - <ol style="list-style-type: none"> i) alterations or repairs to the Premises occurring whilst the Premises are empty or not in use ii) defects in frames, framework or other fittings. iii) Shop Front Windows whilst the Building is Unoccupied
<p>Section 1 – Buildings – Extensions – Book Debts</p>	<p>Book Debts</p> <p>In the event of loss, destruction of, or Damage to, the Insureds books of account or other Business books or records at the Premises during the Period of Insurance by any Cover insured hereby (loss, destruction or Damage so caused being hereinafter termed Damage) and the Insured be in consequence thereof unable to trace or establish the Outstanding Debit Balances in whole or in part due to them then the Underwriters will pay to the Insured the amount of loss resulting from such Damage in accordance with the provisions herein contained. Provided that the liability of Underwriters shall not exceed:</p>	<p>Book Debts</p> <p>In the event of Damage to Your books of account or other Business books or records during the Period of Insurance by any Cover insured hereby and You being unable to trace or establish the Outstanding Debit Balances in whole or in part due to You then the Underwriters will pay to You the amount of loss resulting from such Damage in accordance with the provisions herein contained. Provided that the liability of Underwriters shall not exceed: the Total Sum Insured stated in the Schedule at the time of the Damage the Sum Insured remaining after deduction for any other Damage</p>

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	<p>the Total Sum Insured stated in the Schedule at the time of the Damage the Sum Insured remaining after deduction for any other Damage during the same Period of Insurance, unless the Underwriters shall have agreed to reinstate any such Sum Insured.</p> <p>The insurance hereunder is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the Damage and the amount payable in respect of any one occurrence of Damage shall not exceed;</p> <p>1) the difference between: a) Outstanding Debit Balances and b) the total of the amounts received or traced in respect thereof</p> <p>2) the additional expenditure incurred with the previous consent of the Underwriters in tracing and establishing Customers' debit balances after the Damage provided that if the Sum Insured by this Item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.</p> <p>The Underwriters will pay the reasonable charges payable by the Insured to their Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the Underwriters under the terms of this Certificate and reporting that such particulars or details are in accordance with the Insureds books of account or other Business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the Total Sum Insured hereby.</p>	<p>during the same Period of Insurance, unless the Underwriters shall have agreed to reinstate any such Sum Insured.</p> <p>The insurance hereunder is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the Damage and the amount payable in respect of any one occurrence of Damage shall not exceed;</p> <p>c) the difference between: a) Outstanding Debit Balances and b) the total of the amounts received or traced in respect thereof</p> <p>d) the additional expenditure incurred with the previous consent of the Underwriters in tracing and establishing Customers' debit balances after the Damage provided that if the Sum Insured by this Item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.</p> <p>The Underwriters will pay the reasonable charges payable by You to their Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the Underwriters under the terms of this Policy and reporting that such particulars or details are in accordance with Your books of account or other Business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the Total Sum Insured hereby.</p>
<p>Section 1 – Buildings – Extensions – Trace and Access</p>	<p>Trace and Access</p> <p>We will pay You the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage resulting from;</p> <p>a) the escape of water from any tank, apparatus or pipe serving the Buildings</p> <p>b) accidental Damage to cables, underground pipes and drains serving the Buildings</p>	<p>Trace and Access</p> <p>We will pay You the costs necessarily incurred by You in locating the source and subsequent making good of Damage resulting from;</p> <p>a) the escape of water from any tank, apparatus or pipe serving the Buildings</p> <p>b) accidental Damage to cables, underground pipes and drains serving the Buildings</p>

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	<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 Buildings are Unoccupied.</p>	<p>Provided</p> <p>(i) the Damage to any part of the cable or pipe is within the perimeter of the Buildings</p> <p>(ii) that the maximum amount payable under this Extension will not exceed in any one Period of Insurance £5,000.</p> <p>This extension will not operate when the Buildings are Unoccupied.</p>
<p>Section 1 – Buildings – Extensions – Loss of metered water</p>	<p>Loss of metered water</p> <p>We will pay for the cost of metered water which You are legally responsible arising from accidental escape from water tanks, apparatus and pipes as a result of Damage caused by a Defined peril but only when such a Loss can be determined by measurement from the water authority meter for which You are responsible.</p> <p>Provided that the maximum amount does not exceed £2,500 in respect in any one claim and not exceeding £5,000 in any one period of insurance</p> <p>Excluding;</p> <p>Any Loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage You must record the reading of the meter at intervals of no more than 30 days.</p> <p>This extension will not operate when the Buildings are Unoccupied</p>	<p>Loss of metered water</p> <p>We will pay for the cost of metered water which You are legally responsible arising out of accidental escape from water tanks, apparatus and pipes as a result of Damage caused by an Insured Event but only when such a Loss can be determined by measurement from the water authority meter for which You are responsible.</p> <p>Provided that the maximum amount does not exceed £2,500 in respect in any one claim and not exceeding £5,000 in any one Period of Insurance</p> <p>Excluding;</p> <p>Any Loss which has not been discovered and remedial action taken within 7 days of the occurrence of the Damage You must record the reading of the meter at intervals of no more than 30 days.</p> <p>This extension will not operate when the Buildings are Unoccupied</p>
<p>Section 1 – Buildings – Extensions – Accidental Damage to cables</p>	<p>Accidental Damage to any cables or underground services pipes (including hatches and covers) servicing the Buildings</p> <p>We will pay You the reasonable costs necessarily incurred by You for the repair caused by accidental Damage to cables, underground pipes and drains servicing the Buildings</p> <p>a) Provided that the maximum amount payable under this Extension shall not exceed £2,500 claim</p> <p>b) Provided that the Damage to any part of the cable or service pipe is not within the Buildings</p> <p>This extension will not operate when the Buildings are Unoccupied</p>	<p>Accidental Damage to any cables or underground services pipes (including hatches and covers) servicing the Buildings</p> <p>a) We will pay You the costs necessarily incurred by You for the repair caused by accidental Damage to cables, underground pipes and drains servicing the Buildings provided that the Damage to any part of the cable or service pipe is not within the Buildings</p> <p>This extension will not operate when the Buildings are Unoccupied</p>
<p>Section 1 – Buildings – Exclusions</p>	<p>Exclusions applying to this section</p> <p>The following exclusions apply to this Section:</p>	<p>Exclusions applying to this section</p> <p>The following exclusions apply to this Section:</p>

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	<p>a. the amount of the Excess stated in the Schedule</p> <p>b. loss by delay, loss of market, Consequential Loss of any and every description</p> <p>c. Property Insured more specifically by or on behalf of You or more specifically covered under another Section of this Certificate</p> <p>d. infidelity or dishonesty by You or any of Your Employees or other persons to whom Property Insured may be entrusted or loss, destruction or Damage resulting from You voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence</p> <p>e. Damage 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, pavements, piers, jetties, bridges, culverts or excavations</p>	<p>a) the amount of the Excess stated in the Schedule</p> <p>b) Loss of market and Consequential Loss of any and every description</p> <p>c) Property Insured more specifically by or on behalf of You or more specifically covered under another Section of this Policy</p> <p>d) Damage to any Property Insured 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 Damage or destroy itself), unless resulting from Damage 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 Damage 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 Damage to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and Outbuildings.</p> <p>v) infidelity or dishonesty by You or any of Your Employees or other persons to whom Property Insured may be entrusted or Damage resulting from You voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence</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) Damage unless the Buildings were entered using forcible and</p>
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		<p>violent means</p> <p>b) Theft or attempted theft caused by a person authorised to be in any part of the Buildings</p> <p>viii) any loss in excess of £5,000 for Damage caused by malicious persons authorised to be in the Buildings at the time of the Damage</p> <p>ix) any undamaged part or item forming part of a set.</p> <p>x) Damage 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) Damage to Shop Front Windows in respect of Unoccupied Buildings</p> <p>f) Damage to Buildings caused by or arising from the following Insured Events in respect of Unoccupied Buildings or parts of Unoccupied Buildings</p> <p>a) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons</p> <p>b) theft or attempted theft</p> <p>c) earthquake</p> <p>d) storm or flood</p> <p>e) overflowing, discharge or leaking of any sprinkler apparatus</p> <p>f) escape of water or oil from any tank, apparatus or pipe</p> <p>g) impact by any road vehicle (including goods falling from them) or animal not belonging to You or under Your control, falling trees, branches, telegraph poles, lampposts or pylons and falling Aerials unless Unoccupied Cover Option 3 (wider perils) is selected in Your Schedule and the Insured Event is shown as included within Unoccupied Cover Option 3</p>
<p>Section 1 – Buildings – Conditions – Average</p>	<p>Average Clause</p> <p>Each item insured under this Section is declared to be separately subject to the following Condition of Average, namely;</p>	<p>Average Clause</p> <p>Each item insured under this Section is declared to be separately subject to the following Condition of Average</p>

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	<p>If at the time of repair or rebuilding or replacement the Cost of Reinstatement which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the Sum Insured thereon at the commencement of any Damage to such property then You shall be considered as being Your own insurer for the difference between the Sum Insured and the sum representing the Cost of Reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.</p> <p>The Excess shall not be reduced in the event that the Average clause applies to Your claim.</p> <p>If the Alternative Basis of Settlement Condition is applied this Average clause is amended to: The Sum Insured by each item is separately declared to be subject to Average. In the event that the Sum Insured for any such item shall, at the commencement of Damage, be less than the value of the property covered, then the amount payable by Underwriters shall be proportionately reduced.</p>	<p>If at the time of any Damage the Cost of Reinstatement of the whole of the Buildings, in a new condition similar in size, shape and form, is more than the sum insured, We will pay only for the loss in the same proportion. For example, if Your sum insured only covers two-thirds of the cost of rebuilding the Buildings, We will only pay two-thirds of the claim.</p> <p>The Excess will not be reduced in the event that the Average clause applies to Your claim.</p> <p>If the “Alternative Basis of Settlement Condition” is applied this Average clause is amended to: The Sum Insured by each item is separately declared to be subject to Average.</p>
<p>Section 1 – Buildings – Conditions – Mortgagees and Other Interests</p>	<p>Mortgagees and Other Interests</p> <p>The interest of the Mortgagee(s) in the Property Insured to which their interest applies is noted. Such interest must be advised to the Underwriters in the event of Damage. In addition, if, without the knowledge of the Mortgagee, there is a change in the use of the Premises which constitutes an increase in the risk of Damage, cover under this Certificate shall not be prejudiced provided that the Mortgagee shall immediately on becoming aware thereof give notice in writing to the Underwriters and on demand pay such reasonable additional premium as the Underwriters may require.</p>	<p>Mortgagees and Other Interests</p> <p>The interest of the Mortgagee(s) in the Property Insured to which their interest applies is noted. Such interest must be advised to the Underwriters in the event of Damage.</p>
<p>Section 1 – Unoccupied Buildings</p>	<p>Unoccupied Buildings</p> <p>The cover below is covered as standard when the Property is rated as Unoccupied unless otherwise stated in your Schedule Fire, Lightning, Explosion, Aircraft, Subsidence, Landslip & Heave</p>	<p>Removed</p>

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<p>Section 3 – Property Owners Liability – Extensions</p>	<p style="text-align: center;">Data Protection Act</p> <p>The Underwriters will indemnify You in respect of liability arising under the Data Protection Act 1984 Provided that;</p> <p>a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn</p> <p>b) no liability arises as a result of the provision by You of the services of a computer bureau</p> <p>The Underwriters 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 You and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission</p> <p>The total liability of the Underwriters including all costs and expenses in this respect shall not exceed GBP 250,000 during any one Period of Insurance, such amount being included within and not additional to the Limit of Indemnity.</p>	<p style="text-align: center;">Data Protection Act</p> <p>The Underwriters will cover You in respect of liability arising under the Data Protection Act 1998 provided that;</p> <p>a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn</p> <p>b) no liability arises as a result of the provision by You of the services of a computer bureau</p> <p>The Underwriters 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 You 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 Underwriters including all costs and expenses in this respect shall not exceed GBP 250,000 during any one Period of Insurance, such amount being included within and not additional to the Limit of Indemnity. (Addition of c) any fines and/or penalties)</p>
<p>Section 4 – Employers Liability</p>	<p>Various</p>	<p>Section removed as cover is not available for this product</p>
<p>Policy Exclusions – Sanctions</p>	<p>n/a</p>	<p>New Exclusion: Sanctions Exclusion We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</p>
<p>Policy Exclusions - Northern Ireland Overriding Exclusion</p>	<p style="text-align: center;">Northern Ireland Overriding Exclusion</p> <p>Notwithstanding anything within the Certificate 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 Certificate does not cover loss or</p>	<p>Removed</p>

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	<p>destruction of or Damage to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of; 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 In any action suit or other proceedings where Underwriters allege that by reason of the provisions of this exclusion any loss, destruction or Damage or consequential loss is not covered by this Certificate the burden of proving that such loss is covered shall be upon You.</p>	
Policy Exclusions – Occupancy Exclusion	<p>Occupancy Exclusion This Certificate does not cover loss, Damage or liability if the Buildings are Occupied.</p>	Removed
Policy Conditions	Various	This section includes items previously under 'Obligations'. All Obligations are now Conditions
Policy Conditions – Roof Maintenance	n/a	<p>Roof Maintenance You must ensure that:</p> <p>a) any flat roof portion of the Buildings over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and</p> <p>b) at commencement and throughout the currency of Period of Insurance, You must have documentation evidencing that such inspections and repairs described above have taken place otherwise all Damage arising from or caused by the Insured Event of storm will be excluded in respect of or as a result of the flat roof at the Premises.</p> <p>This does not apply to concrete roofs.</p>
Policy Conditions – Unoccupied Buildings	<p>Unoccupied Buildings When the Buildings (or part thereof) are Unoccupied you must comply with conditions 1-7 below, otherwise all Damage arising from or caused by Defined Perils of Fire and Explosion will be excluded.</p>	<p>Unoccupied Buildings When the Buildings (or part of the Buildings) are Unoccupied You must comply with conditions 1-6 below otherwise all Damage arising from or caused by Insured Events (where the Insured Event is operative, as</p>

	<ol style="list-style-type: none"> 1. You or Your nominee must inspect the Buildings every seven 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. 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 3. The following minimum protections are in operation: <ol style="list-style-type: none"> a. all doors and windows are securely locked and fastened b. any letter boxes are sealed c. all security and alarm protections are set in full operation and are in proper working order 4. If unauthorised entry or attempt thereat is detected more than twice in any one Period of Insurance, immediate notice must be given to Underwriters 5. all loose or moveable combustible items or materials other than fixtures and fittings are at all times removed from the Buildings and cleared from the Premises 6. all waste or refuse must be removed from the Buildings and cleared at least once a week from the Premises 7. tanks containing fuel or other flammable liquids are drained and purged within 14 days of the Buildings becoming Unoccupied 	<p>confirmed on Your Schedule) of Fire, Explosion, Malicious Acts and Vandalism will be excluded.</p> <ol style="list-style-type: none"> 1. You or Your nominee must inspect the Buildings every 7 days keeping a written record noting any damage or breaches in security. If measures taken to prevent further damage or breaches in security have proved inadequate, improvements must be made and documented. <p>You must notify Commercial Express Quotes Limited, via Your insurance advisor, without delay if any unauthorised entry or attempted entry is detected.</p> <ol style="list-style-type: none"> 2. all gas, water and electricity mains supplies are kept disconnected and water systems drained (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes) however a fixed central heating system may remain in operation provided the heating system is connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4 degrees Celsius 3. The following minimum protections are in operation: <ol style="list-style-type: none"> a. all doors and windows must be securely locked and fastened b. all security and alarm protections must be set in operation and be fully maintained. 4. all loose or moveable combustible items or materials other than Contents, and fixtures and fittings must be removed from the Buildings and cleared from the Premises 5. All waste or refuse must be removed from the Buildings and cleared at least once a week from the Premises 6. Tanks containing fuel or other flammable liquids must be drained and purged within 14 days of the Buildings becoming Unoccupied (not applicable if property is in Northern Ireland) <p>You need to ensure You are aware of which level of cover You have selected if Your property is</p>
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		<p>Unoccupied as each cover level only covers specific Insured Events. Not all of the Insured Events detailed above will be covered depending on the level of cover You have selected (e.g. Unoccupied Cover Option 1 or Option 3).</p>
<p>Policy Conditions – Security</p>	<p style="text-align: center;">Security</p> <p>It is important that You comply with requirements a) - c) otherwise all Damage arising from or caused by Defined Perils of Theft or attempted theft, fire, explosion and malicious persons (where such peril has been specifically agreed) will be excluded. all protections provided for the safety and protection of the Premises shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the Underwriters and shall be in full and effective operation when the Premises are left unattended, and at all other appropriate times any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations</p> <p>c) in the event You receive any notification in respect of i) ii) or iii) then with immediate effect You must notify Underwriters as soon as possible, at which time Underwriters shall reserve the right to vary terms or cancel cover provided under this Certificate;</p> <p>i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or</p> <p>ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or</p> <p>iii) that any alarm system cannot be returned to or maintained in full working order</p>	<p style="text-align: center;">Security</p> <p>It is important that You comply with requirements a) - c) otherwise all Damage arising from or caused by Insured Events of Theft or attempted theft and malicious persons (where such event has been specifically agreed) will be excluded.</p> <p>a) all protections provided for the safety and protection of the Premises shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the Underwriters and shall be in full and effective operation when the Premises are left unattended, and at all other appropriate times any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract</p> <p>b) to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations</p> <p>c) in the event You receive any notification in respect of i) ii) or iii) then with immediate effect You must notify Underwriters as soon as possible, at which time Underwriters shall reserve the right to vary terms or cancel cover provided under this Policy;</p> <p>i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or</p> <p>ii) from a Local Authority or Magistrate imposing any requirement for abatement of</p>

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		nuisance in respect of any alarm system or iii) that any alarm system cannot be returned to or maintained in full working order
Policy Conditions – Pipe Lagging	<p>Pipe Lagging</p> <p>If the mains water supply is connected to support sprinkler systems, you must ensure that:</p> <p>a) there is a heating system linked to a frost-stat and a minimum temperature of 4°C is maintained between 31st October and 31st March, or</p> <p>b) all pipes are adequately lagged to prevent freezing. otherwise all Damage will be excluded that arises from or is caused by Defined Perils of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe (where such perils have been specifically agreed) and indemnity under Section 3 will not operate.</p>	<p>Pipe Lagging</p> <p>If the mains water supply is connected to support sprinkler systems, you must ensure that:</p> <p>a) there is a heating system connected to a frost-stat and set to operate continuously for 24 hours each day at not less than at not less than 4°C between 31st October and 31st March, or</p> <p>b) all pipes are adequately lagged to prevent freezing. otherwise all Damage will be excluded that arises from or is caused by Insured Events of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe (where such events have been specifically agreed) and indemnity under Section 3 will not operate.</p>
Policy Conditions – Portable Heaters	<p>Portable Heaters</p> <p>You must not provide, use or store on the Premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the Underwriters prior to such use or storage otherwise all Damage arising from or caused by the Defined Perils of fire and explosion will be excluded and indemnity under Section 3 will not operate.</p>	<p>Portable Heaters</p> <p>You must not provide, use or store on the Premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the Underwriters otherwise all Damage arising from or caused by the use or storage of paraffin, portable electric or gas heaters or gas containers will be excluded from this Policy and indemnity under Section 3 (Property Owners Liability) will not operate.</p>
Policy Conditions – Information you have given us	n/a	<p>New Statement:</p> <p>Information you have given us</p> <p>In deciding to accept this insurance and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.</p> <p>If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this insurance as if it never existed and decline all claims.</p> <p>If We establish that You carelessly provided us with false or misleading</p>

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		<p>information it could adversely affect Your insurance and any claim. For example We may:</p> <ul style="list-style-type: none"> • treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered; or • amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness; or • charge You more for Your insurance or reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You; or • cancel Your insurance in accordance with the “Cancellation” condition of this Policy. <p>We or Your insurance advisor will write to You if We:</p> <ul style="list-style-type: none"> • intend to treat this insurance as if it never existed; or • need to amend the terms of Your insurance; or require You to pay more for Your insurance
<p>Policy Conditions – Cancellation</p>	<p>Cancellation</p> <p>We may cancel the Certificate by writing to You at Your last or known address confirming that all cover will end 14 days after the date of Our letter.</p> <p>You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the Certificate wording, whichever is the later. Underwriters reserve their rights to charge a proportion of the premium or, if you have made a claim on this Certificate, not to refund any premium.</p> <p>This Certificate may be cancelled at any time at the request of the Insured in writing to the Intermediary who effected the</p> <p>If the Premises is unoccupied the following return shall be given</p>	<p>Cancellation</p> <p>Cooling Off Period</p> <p>You may cancel this insurance contract provided you have not made a claim under such insurance contract and your insurance advisor receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date You receive full policy documentation.</p> <p>If you are able to and do cancel within such 14 day period, provided you have not made a claim, Commercial Express Quotes Limited will refund a proportion of any premiums paid subject to an administrative charge.</p> <p>Cancellation Conditions</p> <p>We or Commercial Express Quotes Limited can cancel this insurance</p>

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	<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> <p>Subject to a minimum time on risk charge of £150.00 + IPT + any administration + fees already charged. If the Premises 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>	<p>contract by giving you 30 days' notice in writing. Any return premium due to you will depend on how long this insurance contract has been in force and whether you have made a claim.</p> <p>Examples of why your insurance contract may be cancelled are as follows:</p> <ul style="list-style-type: none"> • Where we have been unable to collect a premium payment following non-payment correspondence issued to you or your insurance advisor. • A change in the information you have previously given us where we are able to demonstrate that we would not normally offer insurance. • Unacceptable behaviour by you such as abusive behaviour or language, intimidation or bullying of our staff or suppliers. <ul style="list-style-type: none"> • You have deliberately misrepresented any information given to us. • Your failure to cooperate with us in accordance with our claims conditions where it affects our ability to process your claim. • If you have acted fraudulently in any way. • You have deliberately or falsely overstated information given to us. <p>You can also cancel this insurance contract at any time by writing to your insurance advisor, provided that You have not made a claim during the current Period of Insurance, we will calculate the proportionate premium for the period You have been insured and will refund any balance for any remaining period of cover. If the Premises are occupied We will retain a minimum time of risk charge of £50.00 plus Insurance Premium Tax and if the Premises are Unoccupied We will retain a minimum time on risk charge of £150.00 plus Insurance Premium Tax. Any fees charged by Commercial Express will be non-refundable.</p>
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Policy Conditions – Policy Excesses	n/a	<p>New Condition:</p> <p>Policy Excesses – apply as below unless specified otherwise in the Schedule</p> <p>You must pay an amount towards each claim. The amount You pay is called an excess. The following excesses apply to each and every claim</p> <p style="padding-left: 40px;">Buildings £250 Glass - Shop Front Windows £100 Book Debts £100 Rental Income £500 Property Owners Liability £500 Subsidence £1000</p>
Policy Conditions – E.U. Disclosure Clause	<p>E.U. Disclosure Clause</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>E.U. Disclosure Clause</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>
Policy Conditions – Non Invalidation	n/a	<p>New Condition:</p> <p>Non Invalidation</p> <p>The Policy of insurance will not be invalidated if there is a change in the use of the Premises which constitutes an increase in the risk of Damage which is unknown to You provided that, as soon as You become aware of any change in use You give notice to Underwriters, via Your Insurance advisor, and pay an additional premium if required.</p>
Claims Conditions	n/a	<p>New Statement:</p> <p>Claims Conditions</p> <p>These are the claims conditions of the insurance You will need to meet as Your part of the contract. If You do not, a claim may be rejected or payment could be reduced. In some circumstances Your claim might become invalid</p>
Claims Conditions – Your Duties	<p>Claims - Insured's Duties</p> <p>On the happening of any event which may give rise to a claim You shall;</p> <p>a) General applicable to all Sections; i) notify the Underwriters immediately, but in any event within 30 days by calling 0345 604 6615 or 02920 558 639</p>	<p>Claims - Your Duties</p> <p>On the happening of any event which may give rise to a claim You must;</p> <p>a) General - applicable to all Sections; notify the Underwriters' Claims Representatives without delay, but in any event, within 30 days by calling: 01732 520288</p>

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	<p>ii) take all practicable steps to recover property lost and otherwise minimise the claim</p> <p>iii) inform the Police immediately and Underwriters within 14 days if the Damage 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 Underwriters may require in a timely manner b)</p> <p>Applicable to Section 1;</p> <p>Within 30 days or such further time as the Underwriters may in writing allow, deliver to the Underwriters a written claim providing at the Insured's own expense, all details proofs and information regarding the cause and amount of Damage as the Underwriters may reasonably require including any other insurances on any Property Insured by this Certificate and (if demanded) a statutory declaration of the truth of the claim and of any related matters.</p> <p>If any Property by Section 1 is to be reinstated or replaced by the Underwriters, You shall at Your own expense provide all such plans documents books and information as may be reasonably required.</p> <p>In certain circumstances Underwriters may require sight of freehold title or the lease which must be provided by You within 30 days of any such a request.</p> <p>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 Indemnity Period or within such further time as the Underwriters may in writing allow at the Insured's own expense deliver to the Underwriters a statement setting out particulars of the claim together with details of all other insurances covering any part of the Damage or resulting loss of rental income</p> <p>ii) You shall at Your own expense also provide the Underwriters with such books of account and other business books, vouchers, invoices, balance</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 Damage 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 Underwriters may require in a timely manner. The Underwriters will only request information relevant to Your claim.</p> <p>b) Applicable to Section 1;</p> <p>Within 30 days or such further time as the Underwriters may in writing allow deliver to the Underwriters, at Your own expense, a statement setting out particulars of the claim together with all details, proofs and information regarding the cause and amount of Damage as the Underwriters may reasonably require together with details of any other insurances on any Property Insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters</p> <p>In certain circumstances Underwriters may require sight of freehold title or the insuring lease which must be provided by You within 30 days of any such a request. No claim under this Section will be payable unless the terms of this condition have been complied with.</p> <p>c) Applicable to Section 2 - Rental Income</p> <p>i) within 14 days after the expiry of the Indemnity Period or within such further time as the Underwriters may in writing allow at Your own expense deliver to the Underwriters</p> <p>a</p> <p>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) You shall at Your own expense also provide the Underwriters with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information,</p>
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	<p>sheets, and other documents, proofs, information,</p> <p>explanations and other evidence as may reasonably be required by the Underwriters for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter. No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Underwriters immediately.</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 Underwriters</p> <p>ii) immediately forward to the Underwriters every letter claim writ summons and process immediately upon receipt without acknowledgement</p> <p>iii) advise the Underwriters in writing immediately they have any knowledge of any impending prosecution inquest Fatal Accident or Ministry Enquiry.</p>	<p>explanations and other evidence as may reasonably be required by the Underwriters for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter. No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Underwriters immediately.</p> <p>d) Applicable to Section 3 - Property Owners 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 Underwriters</p> <p>ii) forward to the Underwriters' Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement</p> <p>iii) advise the Underwriters' Claims Representatives (Contact details as above) without delay when You have any knowledge of any impending prosecution, inquest, Fatal Accident, or Ministry Enquiry</p>
<p>Claims – Underwriter's Rights</p>	<p>Claims - Underwriters' Rights The Underwriters;</p> <p>a) On the happening of Damage in respect of which a claim is made may without thereby incurring any liability or diminishing any of the Underwriters' rights under this Certificate enter take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Underwriters any Property and deal with such property for all reasonable purposes and in any reasonable manner.</p> <p>No property may be abandoned to the Underwriters whether taken possession of by the Underwriters or not.</p> <p>b) shall have full discretion in the conduct of any proceedings and in</p>	<p>Claims - Underwriters' Rights The Underwriters;</p> <p>a) On the happening of Damage in respect of which a claim is made may, without incurring any liability or diminishing any of the Underwriters' rights under this Policy, enter the Premises where such Damage has occurred and take possession of or require to be delivered to the Underwriters any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner</p> <p>No property may be abandoned to the Underwriters whether taken possession of by the Underwriters or not.</p>

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	<p>the settlement of any claim where Underwriters have agreed to provide indemnity under this Certificate, or</p> <p>c) in the event the amount of claim is reduced under the Claims & Remedy Condition:</p> <p>i) Underwriters shall retain their sole rights to conduct the claim including the 's proportion but all defence costs shall be met by Underwriters, or</p> <p>ii) You may elect to conduct Your proportion of the claim and shall be responsible for Your own costs.</p>	<p>b) will have full discretion in the conduct of any proceeding and in the settlement of any claim.</p>
<p>Claims Conditions - Fraud</p>	<p style="text-align: center;">Fraud</p> <p>If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on their behalf to obtain any benefit under this Certificate or if any Damage be occasioned by the willful act or with the connivance of the then Underwriters shall be entitled:</p> <p>a) not to pay the claim,</p> <p>b) recover from You any sums paid by the Underwriters to the in respect of the claim, and</p> <p>c) to treat this Certificate as being terminated with effect from the time of the fraudulent act.</p> <p>If the Certificate is treated as having been terminated the Underwriters shall be entitled to:</p> <p>) refuse all liability to the under the Certificate in respect of the relevant event occurring after the time of the fraudulent act, and not return any of the premiums paid under the Certificate</p>	<p style="text-align: center;">Fraud</p> <p>If You make a fraudulent claim under this insurance contract, then We:</p> <p>(a) Are not liable to pay the claim; and</p> <p>(b) May recover from You any sums paid by Us to You in respect of the claim; and</p> <p>(c) May by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.</p> <p>If We exercise Our right under clause (c) above:</p> <p>(a) We will not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,</p> <p>(b) We need not return any of the premiums paid</p>
<p>Claims Conditions</p>	<p style="text-align: center;">Claims & Remedy Condition</p> <p>We aim to settle valid claims promptly and fairly in accordance with the cover provided by this Certificate.</p> <p>Your claim will be managed from within Our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.</p> <p>It is important that You:</p> <p>a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and</p>	<p>Removed and replaced by Claims Conditions</p>

	<p>b) have complied with the obligations, terms and conditions contained in the Certificate throughout this period of insurance otherwise Your claim may not be paid.</p> <p>If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless Underwriters shall be entitled to i) avoid the contract, refuse all claims, and</p> <p>ii) retain the premiums paid</p> <p>If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would not have been offered, to i) avoid the contract, refuse all claims, and</p> <p>ii) return the premiums paid</p> <p>If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would have been offered, to (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and</p> <p>(ii) ¹reduce proportionately the amount to be paid on a claim if Underwriters would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one Premises is stated in the Schedule, the proportion of the premium charged for the Premises that has sustained Damage will be applied.</p> <p>¹ reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they</p>	
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	<p>would have been under an obligation to pay under the terms of the Certificate (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -</p> $X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$	
<p>Complaints Procedure</p>	<p>Complaints Procedure</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. 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 complaints@ergo-commercial.co.uk</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>The Financial Ombudsman Service Exchange Tower, London, E14 9SR Phone 08000 234 567</p> <p>Further information is available from them and on www.financial-ombudsman.org.uk</p> <p>Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.</p> <p>Financial Services Register The Financial Services Register can be checked by visiting the Financial</p>	<p>Complaints Procedure</p> <p>What to do if you have a Complaint - Enquiries and Complaints Procedure</p> <p>ENQUIRIES</p> <p>POLICY ADMINISTRATION ENQUIRIES</p> <p>If you have any questions or concerns about your policy administration and documents, you should contact your insurance advisor.</p> <p>CLAIMS ADMINISTRATION ENQUIRIES</p> <p>If you have any questions or concerns about a claim or its administration, you should contact Commercial Express Quotes Limited Claims Management Team on telephone number 01732 520288</p> <p>HOW TO COMPLAIN</p> <p>Our aim is to provide all our customers with a first class standard of service. However, there may be occasions when you feel this objective has not been achieved. If you have a complaint about your policy or the handling of a claim, the details below set out some of the key steps that you can take to address your concerns.</p> <p>Where do I start?</p> <p>POLICY ADMINISTRATION ISSUES</p> <p>If your complaint is about the way in which the policy was sold to you or whether it meets your requirements, you should contact your insurance advisor. Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.</p> <p>CLAIMS ADMINISTRATION ISSUES</p> <p>If your complaint is about a claim, you should refer the matter to Commercial Express Quotes Limited Claims Management team. Their contact details are provided below: Telephone: 01732 520288</p>

	<p>Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.</p> <p>Financial Services Compensation Scheme (FSCS)</p> <p>ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that You 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 www.fscs.org.uk</p>	<p>Alternatively you can ask your insurance advisor to refer the matter on for you.</p> <p>Please quote your claim reference and policy number in all correspondence so that your concerns may be dealt with speedily.</p> <p>What happens next?</p> <p>If your insurance advisor, Commercial Express Quotes Limited, B1 Custom House, The Waterfront, Level Street, Brierley Hill, West Midlands, DY5 1XH or Channel Syndicate 2015 at Lloyd’s is not able to resolve your complaint satisfactorily by close of business the 3rd working day following receipt of your complaint, they will refer your complaint to the Head of Compliance at The Channel Managing Agency Ltd., who will send you an acknowledgement letter. If you don’t receive any acknowledgement letter, or at any time if you wish to do so, you may contact the Head of Compliance yourself by writing to:</p> <p>The Channel Managing Agency Ltd. 10 Lime Street London EC3M 7AA Telephone: 0203 817 5070 E- mail: complaints@channel2015.com</p> <p>We will investigate your complaint and will provide you with a written response within two weeks of your initial complaint. This will either be a final response or a letter informing you that we need more time for our investigation.</p> <p>In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd’s:</p> <p>The address of the Complaints team at Lloyd’s is: Complaints Lloyd’s Fidentia House, Walter Burke Way, Chatham Maritime Kent ME4 4RN Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com</p>
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		<p>Website: www.lloyds.com/complaints</p> <p>If you remain unhappy If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (contact details below).</p> <p>Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress. The Financial Ombudsman Service Exchange Tower London E14 9SR Telephone: 0300 123 9 123 or 0800 0234 567</p> <p>Further information is available from them and you may refer a complaint to them online at www.financial-ombudsman.org.uk</p>
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