

Public House – Comparison Document

Liability minimum premium	£250 GROSS or 23% of overall premium whichever is higher Overall Public House minimum premium £550 + IPT & fee	£500 GROSS or 23% of the overall premium whichever is higher Overall Public House minimum Premium £800 + IPT & fee
		Flood postcodes have been updated. Business rules amended to correspond with new endorsements for flood.

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 iii. Exclusions iv. Definitions v. Extensions 7) General Exclusions 8) General Certificate Conditions 9) Certificate Definitions 10) 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) General Policy Conditions 8) General Claims Conditions 9) Complaints Procedure
Policy Title	Public House Certificate Wording	Public House Policy Wording
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 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 style="text-align: center;">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 General Policy and General claims conditions contained in this</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 A-H. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.</p> <p>Exclusions applying to the whole Certificate are contained within 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 means that wherever they appear in this Certificate they are a definition.</p> <p>The Schedule 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>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 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 A-H. 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 General Policy conditions section covers certain rights of You and Us and include conditions that apply to the whole of the Policy. The General Claims conditions section covers certain rights of You and Us in the event of a claim and details what to do in the event of a claim under this Policy.</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>Reading the Policy</p>
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<p>Authorised Policy</p>	<p>This Certificate and any replacement Schedule and/or endorsement are to be read together as one document.</p> <p>This Certificate is a legally binding contract which You have made with Underwriters.</p> <p>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.</p> <p>Provided always that:-</p> <p>(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;</p> <p>(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</p> <p>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>This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPC1702B1021 - ERGO</p>	<p>Authorised Policy</p> <p>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 indemnify You against Damage, accident or injury occurring during the Period of Insurance.</p> <p>Provided always that: -</p> <p>(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 attached to the Policy;</p> <p>(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> <p>Any dispute arising out of or in connection with this Policy will be subject to and interpreted solely in accordance with the laws of England and Wales. You and the 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 AXIS Managing Agency Ltd. 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</p>

	<p>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 for sections A-G.</p> <p>Authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0181717 - Argo Direct Limited 35% for their proportion, AIG Europe Limited 35% for their proportion and Covéa Insurance plc 30% for their proportion for section H.</p>	<p>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 & 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 Number B1262BW0231418 by AXIS Managing Agency Limited.</p>
FSCS	<p>Financial Services Compensation Scheme</p> <p>Insurers are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Insurers 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>Financial Services Compensation Scheme (FSCS)</p> <p>Certain Underwriters at Lloyd's (AXIS Managing Agency Limited – Syndicate 1686 and 2007) are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that AXIS Managing Agency Limited cannot meet its obligations to You 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 www.fscs.org.uk</p>
Several Liability Notice	<p>Several Liability Notice</p> <p>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
Policy Definitions – Asylum Seekers	n/a	<p>New Definition: Asylum Seeker(s) Person who seeks the status of refugee in national or international law.</p>
Policy 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>
Policy Definitions – Endorsement	n/a	<p>New Definition: Endorsement(s) A change in the terms and conditions of this insurance agreed by You and Us. Endorsements which apply to Your</p>

		insurance (if any) will be shown in the Schedule .
Policy Definitions – Heave	n/a	New Definition: Heave Upward movement of the ground beneath the Buildings as a result of the soil expanding.
Policy Definitions – Landslip	Landslip	New Definition: Landslip Downward movement of sloping ground.
Policy Definitions – Policy	n/a	New Definition: Policy The entirety of the Policy , the Schedule and/or any Endorsements or amendments (whether or not such Endorsements or amendments are agreed prior to the Policy of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the Policy will be considered as referring to the entire Policy .
Policy Definitions – Schedule	n/a	New Definition: Schedule(s) The document showing Your name, the Premises , the Sums Insured , the Period of Insurance and the sections of this insurance which apply.
Policy Definitions – Settlement	n/a	New Definition: Settlement Downward movement as a result of the ground being compressed by the weight of the Buildings within 10 years of construction.
Policy Definitions – Subsidence	n/a	New Definition: Subsidence Downward movement of the ground beneath the Buildings where the movement is unconnected with the weight of the building.
Policy Definitions – Bodily	Bodily Injury means death, illness, disease or injury	Bodily Injury a. Accidental Death, illness, disease or injury b. Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution c. Mental injury, mental anguish or shock but not defamation
Policy Definitions – Buildings	Buildings shall mean building or buildings built mainly of brick, stone or concrete and roofed with slate, tile or concrete including landlords fixtures and fittings, walls, gates and	Building(s) Building or buildings including landlord's fixtures and fittings, tenant's improvements, walls, gates and fences belonging to You or for which You are responsible at the Premises .

	fences belonging to You or for which You are responsible at the Premises	
Policy Definitions – Business	Business shall mean the business stated in the Schedule .	<p>Business</p> <p>The business stated in the Schedule including</p> <ol style="list-style-type: none"> The provision and management of canteens, clubs, sports, athletic and social welfare organisations of the benefit of Your Employees The ownership, repair, maintenance and decoration of Your Premises and the provision and management of first aid and ambulance services Private work carried out by an Employee of Yours (with the consent of You for any director, partner or official of Yours)
Policy Definitions – Damage	Damage shall mean accidental physical loss or destruction of or damage to the Property Insured .	<p>Damage/Damaged (d)</p> <p>Accidental physical loss or destruction of or damage to the Property Insured.</p>
Policy Definitions – Employee	<p>Employee - shall mean:</p> <ol style="list-style-type: none"> any person under a contract of service or apprenticeship with the Insured any labour master or labour only subcontractor or person supplied or employed by them <ol style="list-style-type: none"> any self-employed person any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured any student or person undertaking work for the Insured under a work experience or similar scheme while engaged in the course of the Business. 	<p>Employee</p> <ol style="list-style-type: none"> any person under a contract of service or apprenticeship with You any labour master or labour only subcontractor or person supplied or employed by them undertaking work for You in the course of the Business any self-employed person undertaking work for You in the course of the Business any person hired or borrowed by You from another employer under an agreement by which the person is considered to be employed by You any student or person undertaking work for You under a work experience scheme while in the course of the Business any voluntary helper undertaking work for You in the course of the Business
Policy Definitions – Excess	Excess means the first part of each and every claim as ascertained after all other terms of this Certificate have been applied.	<p>Excess</p> <p>The amount You will have to pay towards each separate claim.</p>
Policy Definitions – Insured Event	Insured Event means a claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity	<p>Insured Event</p> <p>The words Insured Event mean:</p> <ol style="list-style-type: none"> fire, but excluding any Damage to the Property Insured caused by: <ol style="list-style-type: none"> explosion resulting from fire earthquake or subterranean fire its own spontaneous fermentation or heating

		<ul style="list-style-type: none"> 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 from them e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding <ul style="list-style-type: none"> Damage: i. arising from confiscation, requisition or destruction by order of the government or any public authority ii. arising from cessation of work <ul style="list-style-type: none"> f) theft or attempted theft g) earthquake h) storm or flood excluding: <ul style="list-style-type: none"> i. 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 l) Subsidence – (This operates only if stated in the Schedule) – 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 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
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		<p>Buildings are Damaged at the same time and by the same cause</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>m) Accidental Damage - (This operates only if stated in the Schedule) – Accidental Damage to the Buildings or Contents subject to the following exclusions:</p> <p>1) We will not pay for faulty or defective design materials or workmanship, inherent vice, gradual deterioration wear tear or frost</p> <p>2) We 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 Your control</p> <p>3) We will not pay for Damage caused by collapse or cracking of the Buildings</p> <p>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</p> <p>5) We will not pay for acts of fraud or dishonesty</p> <p>6) We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information</p> <p>7) We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers</p> <p>8) We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment</p>
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<p>Policy Definitions – Offshore</p>	<p>"Offshore" shall mean from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation from a conveyance onto land upon return from such offshore rig or offshore platform</p>	<p>Moved from Liability Exclusions</p> <p>Offshore 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>
<p>Policy Definitions – Premises</p>	<p>Premises means the Building or Buildings and any Outbuildings occupied by the Insured in connection with the Business including walls, gates and fences at the Premises specified in the Schedule to each Section.</p>	<p>Premises The insured address(es) specified in the Schedule relating to the Business</p>

Policy Definitions – Product Supplied	Product Supplied - shall mean any product or thing sold supplied erected repaired altered treated installed tested serviced or delivered by or through the Insured in the course of the Business in or from Great Britain Northern Ireland the Isle of Man or the Channel Islands.	Moved from Liability Definitions Product Supplied Any product or thing sold, supplied, erected, repaired, altered, treated, installed, tested, serviced or delivered by You in the course of the Business in or on from the Territorial Limits .
Policy Definitions – Property Insured	Property Insured means Buildings, Household Goods, Trade Contents and Stock	Property Insured Buildings, Household Goods, Trade Contents and Stock if and to the extent they are included in the Schedule .
Policy Definitions – Responsible Person	Responsible Person shall mean You or any other person authorised by You to be responsible for the security of the Premises Schedule(s) means the Schedule specifying the terms and extent of this Certificate .	Responsible Person You or any other person authorised by You to be responsible for the security of the Premises .
Policy Definitions – Stock	Stock means Your stock in trade or for which You are responsible excluding: a) motor vehicles their contents or accessories, bonds bills of exchange deeds promissory notes, cheques securities money and stamps b) medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule c) cash registers caused directly by theft or attempted theft of money d) paintings prints and works of art with an individual value exceeding £500	Stock Your stock in trade or for which You are responsible excluding: a) motor vehicles their contents or accessories, bonds, bills of exchange, deeds, promissory notes, cheques, securities, money and stamps b) medals, coins, furs, gold and silver articles, precious metals, precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule c) paintings, prints and works of art with an individual value exceeding £500
Policy Definitions – Territorial Limits	Territorial Limits means United Kingdom	Territorial Limits United Kingdom, the Channel Islands or the Isle of Man
Policy Definitions – Trade Contents	Trade Contents means all contents other than Stock but including office equipment decorations and improvements fixtures and fittings and landlords fixtures and fittings for which the You are responsible including: a) personal effects and pedal cycles belonging to You, Your partners directors or employees up to an amount not exceeding £750 any one person b) documents, plans, manuscripts, design and business books but only for the value as stationery together with the cost of clerical labour expended in their reproduction up to an amount not exceeding £10,000 or	Trade Contents All contents other than Stock but including office equipment, decorations and improvements, fixtures and fittings and trade fixtures and fittings for which You are responsible including: a) personal effects and pedal cycles belonging to You, Your partners directors or Employees up to an amount not exceeding £750 any one person b) documents, plans, manuscripts, design and business books but only for the value as stationery together with the cost of clerical labour expended in their reproduction up to an amount not exceeding £10,000 or 15% of the Trade

	<p>15% of the Trade Contents Sum Insured whichever is the less</p> <p>c) computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding £10,000 or 15% of the Trade Contents Sum Insured whichever is the less.</p> <p>This definition does not include:</p> <p>a) motor vehicles their contents or accessories bonds bills of exchange deeds promissory notes cheques securities money stamps</p> <p>b) medals coins furs gold and silver articles precious metals precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule</p> <p>c) cash registers caused directly by theft or attempted theft of money</p> <p>d) paintings prints and works of art with an individual value exceeding £500</p>	<p>Contents Sum Insured whichever is the less</p> <p>c) computer system records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding the cost of reproducing the information on such records) up to an amount not exceeding £10,000 or 15% of the Trade Contents Sum Insured whichever is the less.</p> <p>This definition does not include:</p> <p>a) motor vehicles their contents or accessories, bonds, bills of exchange, deeds, promissory notes, cheques, securities, money and stamps</p> <p>b) medals, coins, furs, gold and silver articles, precious metals, precious stones or livestock unless agreed in writing by Underwriters and specified in the Schedule</p> <p>c) paintings, prints and works of art with an individual value exceeding £500</p>
Policy Definitions – We/Us/Our/Underwriters	<p>We/Us/Our/Underwriters</p> <p>Section A-G - ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd' s;</p> <p>Section H -</p> <p>Identity of insurers:</p> <p>Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.</p> <p>AIG Europe Limited. Registered in England and Wales: No. 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.</p> <p>Covéa Insurance plc. Registered in England and Wales: No.613259. Registered office: Norman Place, Reading, RG1 8DA</p> <p>Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998. AIG Europe Limited and Covea Insurance plc are authorised by the Prudential</p>	<p>We/Us/Our/Underwriters</p> <p>AXIS Managing Agency Limited (AXIS Syndicate 1686 and 2007 at Lloyd's)</p>

	Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.	
Policy Definitions – You/Your	Insured(s)/You/Your means The firm, company, entity or individual named in the Schedule .	You/Your The company, entity or individual named in the Schedule . (Removed Insured)
Policy Definitions – Defined Peril	<p>Defined Peril</p> <p>The words Defined Peril 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 b) lightning c) explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under Your control d) aircraft or other aerial devices or articles dropped from them e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding Damage: <ul style="list-style-type: none"> i. arising from confiscation, requisition or destruction by order of the government or any public authority ii. arising from cessation of work f) theft or attempted theft g) earthquake h) storm excluding: <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 <ul style="list-style-type: none"> i) flood excluding Damage attributable solely to a change in the water table level j) overflowing, discharge or leaking of any sprinkler apparatus k) escape of water or oil from any tank, apparatus or pipe l) impact by any road vehicle (including goods falling from them) or animal not belonging to 	Removed and replaced by Insured Event

	<p>You or under Your control, falling trees, branches and falling aerials</p> <p>m) Subsidence – (This operates only if stated in the Schedule) –</p> <p>Damage caused by Subsidence or Heave of the site the Buildings stand on or Landslip subject to the following exclusions:</p> <ol 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 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, 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 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 <p>n) Accidental Damage - (This operates only if stated in the Schedule) –</p> <p>Accidental Damage to the Buildings or 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, latent defect, gradual deterioration wear tear or frost 2) We 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 Your control 	
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	<ol style="list-style-type: none"> 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, marring or scratching 5) We will not pay for acts of fraud or dishonesty 6) We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information 7) We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers 8) We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment 9) We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Buildings are Unoccupied 10) We will not pay for normal Settlement or bedding down of new structures 11) We will not pay for Damage to property as a result of its undergoing any process 12) We will not pay for Damage to property in transit 13) We will not pay for Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft 14) We will not pay for property or structures in the course of construction or erection 15) We will not pay for any Damage specifically excluded elsewhere under the Contents Section or elsewhere in this Certificate 16) We will not pay for Damage caused by tearing or fouling or chewing by animals 	
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	<p>17) We will not pay for Loss or Damage to the interior of any Building or to the Contents, caused by rain, snow, sand or dust, whether driven by wind or not, unless the Building, first sustains storm Damage to its roof through which the rain, snow, sand or dust enters</p> <p>We will not pay for the cost of general maintenance or upkeep</p>	
Policy Definitions – Proposal	Proposal means any information or declaration provided by You or on Your behalf in connection with this insurance.	Removed
Section A – Buildings – Extensions – Capital Additions	n/a	<p>New Extension:</p> <p>f) Capital Additions - We will pay for;</p> <p>i) Any newly acquired or newly erected property.</p> <p>ii) Alterations, additions and improvements to the Premises, but not for any appreciation in value for which You are legally responsible for anywhere within the Territorial Limits up to a maximum amount of 10% of the Buildings Sums Insured or £250,000 whichever is lower.</p> <p>You must notify Commercial Express Quotes Limited, via Your insurance advisor, without delay and pay the appropriate additional premium.</p>
Section A – Buildings – Definitions – Removal of Debris	<p>Removal of Debris means following an Insured Event costs and expenses necessarily incurred by You with the consent of the Underwriters in;</p> <p>a) removing debris</p> <p>b) dismantling and/or demolishing</p> <p>c) shoring up or propping of the portions of the Buildings</p> <p>d) clearing drains sewers and gutters at the Premises</p> <p>The Underwriters will not pay for any costs or expenses;</p> <p>a) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site</p> <p>b) arising from pollution or contamination of property not insured by this Section</p>	<p>Removal of Debris</p> <p>Costs and expenses necessarily incurred by You with the consent of the Underwriters in;</p> <p>a) removing debris</p> <p>b) dismantling and/or demolishing</p> <p>c) shoring up or propping of the portions of the Buildings</p> <p>d) clearing drains, sewers and gutters at the Premises</p> <p>following an Insured Event which results in a valid claim under this Policy.</p> <p>The Underwriters will not pay for any costs or expenses;</p> <p>a) incurred in removing debris except from the site of such property destroyed or Damaged and the area immediately adjacent to such site</p> <p>b) arising from pollution or contamination of property not insured by this Section</p>
Section A – Buildings – Exclusions	d. Damage to any Property Insured directly or indirectly caused or contributed from:	d. Damage to any Property Insured directly or indirectly caused or contributed by:

	<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 Damage not otherwise excluded</p>	<p>a) 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 (removed latent defect)</p>
Section A – Buildings – Exclusions	<p>ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from Damage not otherwise excluded</p>	<p>b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from Damage not otherwise excluded (removed marring)</p>
Section A – Buildings – Exclusions	n/a	<p>New Exclusion: j) malicious persons if Damage is caused by the Buildings being occupied by Asylum Seekers or referrals by local authorities or the department of social security</p>
Section A – Buildings – Exclusions	n/a	<p>New Exclusion: k) fire if Damage is caused by the Buildings being occupied by Asylum Seekers or referrals by local authorities or the department of social security</p>
Section A – Buildings – Conditions – Average	<p>Average Each item insured under this Condition is declared to be separately subject to the following Condition of Average, namely; 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. The Excess shall not be reduced in the event that the Average clause applies to Your claim. If the Alternative Basis of Settlement Condition is applied this Average clause is amended to:</p>	<p>Average Each item insured under this Condition is declared to be separately subject to the following Condition of Average; If at the time of any Damage the Cost of Reinstatement of the whole of the Buildings, in a new condition similar in size, shape and form, is more than the Sum Insured, We will pay only for the loss in the same proportion. For example, if Your Sum Insured only covers two-thirds of the cost of rebuilding the Buildings, We will only pay two-thirds of the claim. The Excess will not be reduced in the event that the Average clause applies to Your claim. If the “Alternative Basis of Settlement Condition” is applied this Average clause is amended to: The Sum Insured by each item is separately declared to be subject to Average.</p>

	<p>The Sum Insured by each item is separately declared to be subject to Average.</p> <p>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>	
Section A – Buildings – Conditions – Transfer of Interest	<p>Transfer of interest - if at the time of Damage to the Buildings covered by this Section You shall have contracted to sell Your interest in such Buildings and the purchase has not been but shall thereafter be completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion.</p>	<p>Moved from Extensions to Conditions</p> <p>Transfer of interest If You sell the Premises, from the date You exchange contracts, We will give the buyer the benefit of Section A - Buildings until completion of the sale, as long as this is within the Period of Insurance.</p> <p>We will not pay for any claim to the Buildings if the buyer is insured under any other insurance.</p>
Section B – Contents – Cover	<p>Underwriters agree that if, during the Period of Insurance, an item of Property Insured at the Premises sustains Damage due to a Defined Peril, then following Insured Event under this Section Underwriters will replace the damaged items or at their option will pay You as follows:-</p>	<p>Cover Underwriters agree that if, during the Period of Insurance, an item of Trade Contents, Stock or Household Goods (as confirmed as insured on the Schedule) at the Premises sustains Damage due to an Insured Event, which results in a valid claim under this Policy, Underwriters will replace the damaged items or at their option will pay You as follows: -</p> <p>(Remainder of the cover text remains as per Previous wording)</p>
Section B – Contents – Extensions – Locks and Keys	<p>b) Locks and Keys - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force or violence subject to a maximum of £1,000 any one claim</p>	<p>b) Locks and Keys - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the Premises (including final exit doors for individual flats or apartments for which You are responsible) following theft or Damage of keys subject to a maximum of £1,000 any one claim.</p>
Section B – Contents – Extensions – Capital Additions	n/a	<p>New Extension:</p> <p>q) Capital Additions - We will pay for;</p> <p>i) any newly acquired, newly erected trade fixtures and fittings at the Premises</p> <p>ii) any alterations, additions and improvements to the trade fixtures</p>

		<p>and fittings at the Premises, but not for any appreciation in value</p> <p>For which You are legally responsible for anywhere within the Territorial Limits up to a maximum limit of 10% of the Trade Contents Sums Insured or £100,000 whichever is lower.</p> <p>You must notify Commercial Express Quotes Ltd, via Your insurance advisor without delay and pay the appropriate additional premium.</p>
Section B – Contents – Exclusions	<p>2) Damage caused by</p> <p>a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, the Insured' s own faulty or defective design or materials</p>	<p>2) Damage caused by</p> <p>a) inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials (removed latent defect)</p>
Section B – Contents – Exclusions	<p>3) Damage caused by</p> <p>a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring scratching, vermin or insects;</p>	<p>3) Damage caused by</p> <p>a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects; (removed marring)</p>
Section B – Contents – Exclusions	<p>4) any loss from Unattended Vehicle or Trailer</p>	<p>4) Damage from Unattended Vehicle(s) or Trailer(s).</p>
Section B – Contents – Exclusions	n/a	<p>New Exclusion:</p> <p>8) Damage caused by</p> <p>a) malicious persons when the Buildings are occupied by Asylum Seekers or referrals by local authorities or the department of social security</p> <p>b) fire when the Buildings are occupied by Asylum Seekers or referrals by local authorities or the department of social security</p>
Section B – Contents – Basis of Claims Settlement	n/a	<p>New Statement:</p> <p><u>Basis of Claims Settlement</u></p> <p>1. Where We can repair or replace an item of Trade Contents or Household Goods, but We agree to Your request for a cash settlement We will only pay what it would cost Us to repair or replace the item using Our own network of suppliers.</p> <p>1. We will not pay the cost of replacing or repairing any undamaged parts of the Trade Contents or Household Goods which form part of a pair, set or suite or part of a common design or function when the Damage is restricted to a clearly identifiable area or to a specific part.</p>

		<p>2. If You are under-insured, which means the cost of replacing or repairing the Trade Contents, Stock or Household Goods at the time of the Damage is more than Your Sum Insured for each item, then We will only pay a proportion of the claim. For example, if Your Sum Insured only covers one half of the cost of replacing or repairing the Trade Contents, Stock or Household Goods, We will only pay one half of the cost of repair or replacement.</p>
Section C – Business Interruption – Definitions – Net Revenue	Net Revenue - shall mean the money paid or payable You for goods sold and services rendered in the Business at the Premises less the cost of purchases relative thereto	<p>Net Revenue The money paid or payable to You for goods sold and services provided in the Business at the Premises less the cost of purchases.</p>
Section D – Money – Definitions	n/a	<p>New Definition: Business Hours the usual hours of Your Business and all hours during which You or Your directors, partners or Employees entrusted with Money are on the Premises for the purpose of Your Business</p>
Section D – Money – Definitions	n/a	<p>New Definition: Money Current coinage, bank and currency notes, uncrossed cheques, giro cheques, bankers’ drafts, uncrossed postal and money orders, unexpired units in franking machines, unused postage and National Insurance stamps, business travel tickets, luncheon vouchers, trading stamps, holiday with pay stamps, gift vouchers and bills of exchange.</p>
Section D – Money – Definitions	n/a	<p>New Definition: Non Negotiable Items Money consisting of crossed cheques, crossed national giro payment orders, crossed bankers’ drafts, VAT purchase invoices, crossed postal orders, crossed money orders, national savings certificates, premium bonds, credit card and debit card vouchers and unused franking machine units.</p>
Section D – Money – Cover	Underwriters agree to indemnify You for amounts not exceeding the Sum Insured stated against each item(s) in the Schedule against; a) Damage to Money items from any cause whilst:	Underwriters agree to indemnify You for amounts not exceeding the Sum Insured stated against each item(s) in the Schedule against; a) Damage to Money items from an Insured Event which results in a valid claim under this Policy whilst:

		(Remainder of the cover text remains as per Previous wording)
Section D – Money – Exclusions	d) Damage arising elsewhere than in the Territorial Limits	Removed
Section D – Money – Conditions	<p>GBP 2,500 – GBP 5,000 2 able bodied and responsible Insured Persons</p> <p>GBP 5,001 – GBP 7,500 3 able bodied and responsible Insured Persons</p> <p>GBP 7,501 – GBP 10,000 4 able bodied and responsible Insured Persons</p>	<p>GBP 2,500 – GBP 5,000 2 able bodied and responsible Employees or You</p> <p>GBP 5,001 – GBP 7,500 3 able bodied and responsible Employees or You</p> <p>GBP 7,501 – GBP 10,000 4 able bodied and responsible Employees or You</p>
Section D – Money – Assault – Definitions	n/a	<p>New Definition:</p> <p>Compensation</p> <p>The amount payable under the appropriate item specified in the Schedule.</p>
Section D – Money – Assault – Definitions	n/a	<p>New Definition:</p> <p>Injury</p> <p>Bodily injury and death.</p>
Section D – Money – Assault – Definitions	n/a	<p>New Definition:</p> <p>Permanent Total Disablement</p> <p>Any director, partner, principal or Employee of the Business being totally disabled solely and directly caused by Injury (not resulting in Loss of Limb(s) or Loss of Sight) and prevented from attending to their usual business or occupation with proof satisfactory to the Underwriters that such disablement has continued for one year from the date of the occurrence of Injury and will in all probability continue for the remainder of the insured person's life.</p>
Section D – Money – Assault – Definitions	n/a	<p>New Definition:</p> <p>Pre-Existing</p> <p>Any condition, whether diagnosed or not, for which You or the Employee has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this contract of insurance or for which they have been treated at any time during the 5 years prior to the inception or date of addition of this contract of insurance (inception relates to the start date shown in the current Schedule).</p>
Section D – Money – Assault – Definitions	n/a	<p>New Definition:</p> <p>Temporary Total Disablement</p> <p>Any director, partner, principal or Employee of the Business being totally disabled resulting solely and directly from Injury within 12 calendar months of such Injury and prevented from attending to their usual business or</p>

		occupation for a period not exceeding 104 weeks.
Section D – Money – Assault – Definitions	n/a	New Definition: Loss of Sight Total and irrecoverable loss of sight in one or both eyes.
Section D – Money – Assault – Definitions	n/a	New Definition: Loss of Limb Physical severance or the total or permanent loss of use of one or both arms, hands, legs or feet resulting solely and directly from Injury within 12 calendar months of such Injury .
Section D – Money – Assault – Definitions	n/a	New Definition: Medical Expenses Medical, hospital, surgical, manipulative, therapeutic and x-ray fees and nursing treatment, emergency dental and emergency optical charges incurred as a direct result of Injury . This will include the costs of medical supplies and ambulance hire.
Section F – Loss of Licence – Cover	a) the depreciation in value of Your interest in the Premises and loss of Gross Revenue by the suspension, forfeiture of or refusal to renew the Licence up to an amount not exceeding the Sum Insured stated in the Schedule	b) the depreciation in value of Your interest in the Premises and loss of Net Revenue by the suspension, forfeiture of or refusal to renew the Licence up to an amount not exceeding the Sum Insured stated in the Schedule (amended from Gross Revenue to Net Revenue)
Section H – Liability – Extensions – Liability for Guests’ Property	8. Liability for Guests' Property - Notwithstanding Clause 6 Exclusion 4.a) and b), Event 2 - Public Liability, subject otherwise to its terms, extends to indemnify the Insured against legal liability (not being liability assumed under contract) for	viii. Liability for Guests’ Property – Exclusion 4. b under Event 2 – Public Liability does not apply in respect of this Extension. The Underwriters will indemnify You against legal liability (not being liability assumed under contract) for: (Remainder of the extension text remains as per Previous wording)
Section H – Liability – Extensions – Non-Manual Work Overseas	n/a	New Extension: x. Non-Manual Work Overseas - The Underwriters will indemnify You in respect of the cover for Events 1 & 2, in respect of compensation, costs and expenses, where Your directors, partners or Employees who are ordinarily resident in the Territorial Limits are on temporary non-manual visits for the purposes of the Business anywhere in the world. Provided that the Underwriters will not be liable to indemnify You in respect of any amount payable under Workmen's

		Compensation Social Security or Health insurance legislation.
Section H – Liability – Extensions	It is a condition precedent to the liability of Underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.	Removed
General Exclusions – Asbestos	<p>Asbestos Exclusion</p> <p>This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.</p>	<p>Asbestos Exclusion</p> <p>This Policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.</p> <p>This Exclusion does not apply to Section H Event 1</p>
General Exclusions – Northern Ireland Overriding Exclusion	<p>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 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;</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 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>	Removed
General Exclusions – Sanctions	n/a	New Exclusion: Sanctions Exclusion

		<p>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>
General Policy Conditions – Roof Maintenance	n/a	<p>New Condition: Roof Maintenance You must ensure that:</p> <ul style="list-style-type: none"> i) any flat roof portion of the Buildings over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and ii) at commencement and throughout the currency of Period of Insurance, You must have documentation evidencing that such inspections and repairs described above have taken place <p>otherwise all Damage arising from or caused by the Insured Event of storm will be excluded in respect of or as a result of the flat roof at the Premises. This does not apply to concrete roofs.</p>
General Policy Conditions – Smoking	n/a	<p>New Condition: External Smoking Condition You must ensure that smoking will be prohibited throughout the Premises except in specifically designated external areas, and suitable notices to this effect will be displayed in prominent positions. Metal receptacles are to be provided for waste materials and kept at least 2 metres from the Buildings otherwise all Damage arising from or caused by the Insured Events of fire and explosion will be excluded.</p>
General Policy Conditions – Information You have given Us	n/a	<p>New Statement: Information You have given Us In deciding to accept this insurance and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete. If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this insurance as if it never existed and decline all claims.</p>

		<p>If We establish that You carelessly provided Us with false or misleading information, it could adversely affect Your insurance and any claim. For example, We may:</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 <ul style="list-style-type: none"> • require You to pay more for Your insurance.
General Policy Conditions – Portable Heating	<p>Portable Heating</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 defined perils of fire and explosion will be excluded.</p>	<p>Portable Heating</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.</p>
General Policy Conditions – Security	<p>Security</p> <p>It is important that You comply with requirements a) - e) otherwise all Damage arising from or caused by defined perils of fire, theft and malicious persons will be excluded:</p>	<p>Security</p> <p>It is important that You comply with requirements a) - e) otherwise all Damage arising from or caused by the Insured Events of fire, theft, attempted theft and malicious persons will be excluded: (attempted theft added)</p> <p>(remainder of condition text is the same as Previous wording)</p>

<p>General Policy Conditions – Combustible Materials in the Open</p>	<p>Storage of Combustible Materials in the Open</p> <p>You must ensure that no combustible materials are externally stored within 2 metres of the Buildings outside business hours otherwise all claims caused by or arising out of fire will be excluded.</p>	<p>Storage of Combustible Materials in the Open</p> <p>You must ensure that no combustible materials are externally stored within 2 metres of the Buildings outside business hours otherwise all Damage arising from or caused by the Insured Events of fire and explosion will be excluded. (Added explosion)</p>
<p>General 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 Certificate, and the premium hereon shall be adjusted on the basis below</p> <p>If the Premises are occupied then a pro-rata return will be issued subject to a minimum time on risk charge of £75.00 + IPT + any administration fees that have been paid to us.</p>	<p>Cancellation</p> <p>Your Cancellation Rights</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 Policy wording, whichever is the later by contacting Commercial Express Quotes Limited via Your insurance advisor.</p> <p>You may also cancel this insurance at any other time by contacting Commercial Express Quotes Limited via Your insurance advisor.</p> <p>If this insurance is cancelled then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium.</p> <p>If You cancel this insurance outside the 14 day cooling off period, there will be an additional charge, as stated in the Schedule, to cover the administrative cost of providing the insurance.</p> <p>If We pay any claim, in whole or in part, then no refund of premium will be allowed.</p> <p>Our Cancellation Rights</p> <p>We may cancel this insurance by giving You 30 days’ notice in writing.</p> <p>We will only do this for a valid reason. Examples of valid reasons are as follows but these are not limited to:</p> <ul style="list-style-type: none"> i) non-payment of premium in which case cancellation is effective from the start date of the Period of Insurance this has the same effect as if You have never had any cover or protection from this Policy. ii) a change in risk occurring which means that We can no longer provide You with insurance cover;

		<p>iii) Your non-cooperation or failure to supply any information or documentation We request;</p> <p>iv) Your threatening or abusive behaviour or use of threatening or abusive language.</p> <p>If We decide to cancel this Policy Commercial Express Quotes Limited will advise You by sending a letter of cancellation to Your last known address. If this insurance is cancelled by Us then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium.</p>
General Claims Conditions – Claims – Your Duties	<p style="text-align: center;">Claims - Your 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;</p> <p>i) notify the Underwriters immediately, but in any event within 30 days</p>	<p style="text-align: center;">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;</p> <p>i) notify the Underwriters’ Claims Representatives without delay, but in any event, within 30 days by calling 01732 520288</p> <p>(the remainder of the text in this Section is as per the Previous wording)</p>
General Claims Conditions – Claims – Underwriters’ Rights	<p style="text-align: center;">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 the settlement of any claim where Underwriters have agreed to provide indemnity under this Certificate, or</p>	<p style="text-align: center;">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> <p>b) will have full discretion in the conduct of any proceedings and in the settlement of any claim where Underwriters have agreed to provide indemnity under this Policy. (removed part c))</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 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>General Claims Conditions – Fraud</p>	<p>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 wilful 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>a) refuse all liability to the under the Certificate 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 Certificate</p>	<p>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>General Claims Conditions</p>	<p>Claims Notification Notice</p> <p>a. In respect of claims under this Certificate You should:</p> <p>To make a claim under your Certificate (Sections A-G) telephone - 0345 604 6615 or 02920 558639 To make a claim under your Certificate (Sections H) telephone - 0333 010 7190 or email uk.newclaims@penunderwriting.com</p> <p>b. In respect of any other information where Underwriters require You to notify them under the terms of this Certificate, You should contact Your insurance intermediary.</p>	<p>Removed</p>
<p>Complaints</p>	<p>Complaints</p> <p>If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Your broker or</p>	<p>Complaints Procedure</p> <p>If You wish to make a complaint about the sales process or suitability of Your Policy, You should contact the Insurance</p>

	<p>insurance advisor 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.</p> <p>In respect of Sections A - G then please write to</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>In respect of Section H please write to</p> <p>The Complaints Manager Commercial Express B1 Custom House The Waterfront Level Street Brierley Hill DY5 1XH Phone 0800 978 8007 Email complaints@commercialexpress.co.uk</p> <p>Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.</p> <p>And your concerns the will be forwarded onto Your Insurer. Whilst reviewing your complaint Your Insurer will:</p> <ul style="list-style-type: none"> · Acknowledge Your complaint promptly · Investigate Your complaint quickly and thoroughly · Keep You informed of the progress of Your complaint · Do everything possible to resolve Your complaint <p>Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.</p> <p>If Your Insurance Broker or Your Insurer remain unable to resolve the complaint to Your satisfaction then</p>	<p>advisor who arranged this Policy for You.</p> <p>If Your complaint relates to any other matter including claims, You 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 complaints@commercialexpress.co.uk</p> <p>Alternatively, You can refer Your 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: complaints@lloyds.com Website: www.lloyds.com/complaints</p> <p>Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from www.lloyds.com/complaints. You can also ask Lloyd's for a copy of this leaflet using the contact details shown above.</p> <p>If You are dissatisfied with the outcome of Your complaint, You may have the right to refer Your complaint to an alternative dispute resolution body.</p> <p>If You live in the United Kingdom or the Isle of Man, the contact information is:</p> <p>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: complaint.info@financial-ombudsman.org.uk</p> <p>If You live in the Channel Islands, the contact information is:</p> <p>Channel Islands Financial Ombudsman PO Box 114 Jersey Channel Islands</p>
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	<p>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>JE4 9QG Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610 Fax: +44 1534 747629 Email: enquiries@ci-fo.org Website: www.ci-fo.org</p> <p>If You purchased this insurance online, You can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr This complaints procedure does not affect Your right to take legal action.</p>
Financial Services Register	<p>Financial Services Register The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.</p>	Removed