

Economy Let – Comparison Document

Policy Wording

| Section/Title (Policy Wording) | Previous Version | New Version |
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| Order of Policy & Layout | 1) Guide 2) Index 3) Authorised Certificate 4) General Obligations 5) Claims & Remedy Condition 6) Sections of Cover; i. Cover & Basis of Settlement ii. Conditions iii. Exclusions iv. Definitions v. Extensions vi. Clauses 7) General Exclusions 8) 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) Policy Conditions 8) Claims Conditions 9) Complaints Procedure |
| Policy Title | Economy Let – Certificate Wording | Economy Let – Policy Wording |
| Throughout | Certificate | Policy |
| Throughout | Defined Peril | Insured Event |
| Guide | <p style="text-align: center;">Previous version included ‘obligations’.</p> <p>There are general obligations contained in this certificate and obligations specific to certain sections (additional obligations may be imposed by endorsement) that are all important to us and which We rely upon You to comply with. The obligations clearly set out what You must do to ensure cover under this certificate is not prejudiced. In the event You breach an obligation(s) and You need to make a claim You will need to show that non - compliance with the obligation could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. If You are unsure as to what an obligation means or if You are unable to comply with the terms You should consult with Your insurance advisor. 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. 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 and claims conditions contained in this Policy and conditions specific to certain sections (additional requirements may be imposed by Endorsement) that are all important to Us and which We rely upon You to comply with. The conditions clearly set out what You must do to ensure cover under this Policy is not prejudiced. In the event You breach a condition(s) and You need to make a claim You will need to show that non - compliance with the condition could not have increased the risk of Damage which has occurred.</p> |

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| | <p>Exclusions applying to the whole certificate are set out in General Exclusions and We will not pay a claim if these exclusions are applicable. The General certificate conditions sets out certain rights of You and Us and include clauses that apply to the whole of the certificate. 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. 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. The Schedule may also contain clauses additional to the certificate wording that We 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. 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 cover meets with Your requirements. In the event that the cover does not meet with Your requirements You should immediately advise Your insurance advisor. We will then decide whether or not to agree to a variation of the policy. However, the terms of the Certificate will remain effective unless We have agreed to a variation in writing.</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. The Policy Definitions section provides the meaning to words and phrases wherever they appear in the Policy. You will see words in bold which highlights that for the purposes of this Policy they are a definition. The Policy defines what is covered under separate sections A-D. Within those Sections the extent of cover is explained together with conditions and exclusions specific to that Section. Exclusions applying to the whole Policy are contained within General Exclusions and We will not pay a claim if these exclusions are applicable. The Policy conditions section covers certain rights of You and Us and include conditions that apply to the whole of the Policy. The General Claims conditions section covers certain rights of You and Us in the event of a claim and details what to do in the event of a claim under this Policy. The Schedule attaching to this Policy will set out the Period of Insurance and specify which Sections of this Policy are operative including the Sums Insured. The Schedule may also contain additional conditions to the Policy wording that We have imposed placing additional conditions on You and/or limiting coverage. The terms of those conditions will be attached to the Policy in the form of an endorsement. In the unlikely event You feel that You need to make a complaint concerning this insurance You will find this in Our complaints procedure section.</p> <p style="text-align: center;">Reading the Policy</p> <p>It is strongly recommended that You read the Policy including the Schedule and any Endorsements periodically to ensure that the cover meets with Your requirements. This Policy is a legally binding contract which You have made with the Underwriters. In the event that the cover does not meet with Your requirements You</p> |
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| | | <p>should advise Your insurance advisor without delay.</p> <p>We will then decide whether or not to agree to a variation of the Policy. However, the terms of the Policy will remain effective unless We have agreed to a variation in writing.</p> |
| <p>Authorised Policy</p> | <p>Authorised Certificate</p> <p>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.</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 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>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 cover 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 Limit 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;</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 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,</p> |

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| | | <p>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 (FSCS) 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>Financial Services Compensation Scheme (FSCS) 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 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(s) A change in the terms and conditions of this insurance agreed by You and us. Endorsements which apply to Your insurance (if any) will be shown in the Schedule.</p> |
| Definitions – Excess | n/a | <p>New Definition: Excess(es) The amount You will have to pay towards each separate claim.</p> |
| Definitions – Heave | n/a | <p>New Definition: Heave Upward movement of the ground</p> |

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| | | beneath the buildings as a result of the soil expanding. |
| Definitions – Landslip | n/a | New Definition: Landslip Downward movement of sloping ground |
| 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 during the Period of Insurance). All references to the terms, conditions and exclusions of the Policy will be considered as referring to the entire Policy . |
| Definitions – Portable Heaters | n/a | New Definition: Portable Heating Any Portable Heaters (non fixed) except portable oil-filled heaters. |
| 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. |
| 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 |
| Definitions – Terrorism | n/a | New Definition: Terrorism An act, including but not limited to the threat and/or the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. |
| Definitions – Unattended | n/a | New Definition: Unattended When the Premises (or any part of the Premises) are not occupied by a tenant. |
| Definitions – Unoccupied Cover – Bronze | n/a | New Definition: Unoccupied Cover |

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| | | <p style="text-align: center;"><u>Bronze</u></p> <p>Includes Damage caused by Fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, storm or flood, Subsidence, Landslip, Heave (All exclusions as detailed for these Insured Events also apply)</p> <p>Includes (If Buildings are shown as included on Your Schedule) Section A Extensions of:</p> <ul style="list-style-type: none"> • Landscaped Garden • Removal of Wasp and Bee Nests • Capital Additions <p>Property Owner’s Liability is included</p> <p>Unoccupied Buildings condition applies (See Policy Conditions section)</p> |
| Definitions – Buildings | <p style="text-align: center;">Buildings</p> <p>The building(s) situated at the addresses(s) specified in the Schedule including its: domestic outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, gates, swimming pools, tennis courts, squash courts, fixtures & fittings (including carpets, flooring and blinds) and interior decorations</p> | <p style="text-align: center;">Buildings</p> <p>The building(s) situated at the addresses(s) specified in the Schedule including its fixed glass in windows doors and skylights, domestic outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, gates, swimming pools, tennis courts, squash courts, fixtures & fittings (including carpets, flooring and blinds) and interior decorations. (now includes fixed glass)</p> |
| Definitions – Contents | <p style="text-align: center;">Contents</p> <p>Household goods, furnishings and appliances, and Aerials for which You are responsible</p> | <p style="text-align: center;">Contents</p> <p>Household goods, furnishings and domestic appliances, and Aerials which belong to You and for which You are responsible. Contents does not include Your fixtures and fittings or property belonging to Your tenant(s).</p> |
| Definitions – Damage | <p style="text-align: center;">Damage(d)</p> <p>Accidental physical loss, damage or destruction.</p> | <p style="text-align: center;">Damage(d)</p> <p>Physical loss, damage or destruction (removed Accidental)</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> <p style="margin-left: 20px;">a) fire, but excluding any Damage to the Property Insured caused by:</p> <ol style="list-style-type: none"> i. explosion resulting from fire ii. earthquake or subterranean fire iii. its own spontaneous fermentation or heating |

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| | | <p>iv. its undergoing any heating process or any process involving the application of heat</p> <p>b) lightning</p> <p>c) explosion but excluding any 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 from them</p> <p>e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding Damage:</p> <p>i. arising from confiscation, requisition or destruction by order of the government or any public authority</p> <p>ii. arising from cessation of work</p> <p>f) theft or attempted theft</p> <p>g) earthquake</p> <p>h) storm or flood excluding: Damage attributable solely to a change in the water table level</p> <p>i) overflowing, discharge or leaking of any sprinkler apparatus</p> <p>j) escape of water or oil from any tank, apparatus or pipe</p> <p>k) 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 but excluding Damage arising from the weight of any vehicle</p> <p>l) Subsidence</p> <p>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> <p>1. Damage caused by or resulting from the Settlement or movement of made up ground or</p> |
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| | | <p>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.</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> |
| Definitions – Schedule | <p>Schedule(s) The Schedule specifying the terms and extent of this Certificate.</p> | <p>Schedule(s) The document showing Your name, the premises, the Sums Insured, the period of insurance and the sections of this insurance which apply</p> |
| Definitions – Unoccupied | <p>Unoccupied When the Premises (or any part thereof) are untenanted or not resided at for a period in excess of thirty consecutive days</p> | <p>Unoccupied When the Premises (or any part of the Premises) are Unattended or not resided at for a period in excess of 60 consecutive days</p> |
| Definitions – We/Us/Our/Underwriters | <p>We/Us/Our/Underwriters ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's</p> | <p>We/Us/Our/Underwriters Certain Underwriters at Lloyd's (AXIS Managing Agency Limited - Syndicate 1686 and 2007 at Lloyds).</p> |
| Definitions – You/Your | <p>Insured/You/Your The person, people or entity named in the Schedule.</p> | <p>You/Your The person, people or entity named in the Schedule. (removed Insured)</p> |
| Definitions – Money | <p>Money Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving Certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.</p> | <p>Moved to Section 2 – Contents - Definitions</p> |

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| Definitions – Valuables | <p style="text-align: center;">Valuables</p> <p>Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections medal collections or computer equipment.</p> | Moved to Section 2 – Contents - Definitions |
| Definitions – Defined Peril | <p style="text-align: center;">Defined Peril</p> <p>The words Defined Peril shall mean:</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</p> <p>excluding Damage:</p> <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"> l) 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 You or under Your control, falling trees, branches and falling aerials but excluding | Removed and replaced by Insured Event(s) |

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| | Damage arising from the weight of any vehicle | |
| Definitions – Certificate | 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 . | Removed and replaced by Policy |
| Definitions – Brown Electrical Goods | Brown Electrical Goods Any electrical item except washing machines, kettles, toasters, sandwich makers, dish washers, fridges, freezers, spin dryers, tumble dryers, microwave ovens and vacuum cleaners | Removed |
| Section A – Buildings – Extensions – Landscaped Gardens | n/a | New Extension: Landscaped Gardens We will pay for the cost of repairing or replacing landscaped gardens at the Premises following Damage caused by the emergency services. Provided that the maximum amount does not exceed £5,000 in any Period of Insurance . |
| Section A – Buildings – Extensions – Removal of Wasp and Bee Nests | n/a | New Extension: Removal of Wasp and Bee Nests We will pay for the cost of removing wasp and bee nests from the Premises provided that the maximum amount does not exceed £1,000 in any Period of Insurance . You must pay the Excess of £50 and not as stated in the Policy and Schedule under the Policy Excesses section. We will not pay for any wasp or bee nests already in existence at the Premises prior to the Period of Insurance . |
| Section A – Buildings – Extensions – Capital Additions | n/a | New Extension: Capital Additions We will pay for: <ul style="list-style-type: none"> i) Any newly acquired or newly erected property 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 |

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| | | <p>limit of 10% of the Buildings Sum 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 – Exclusions | <p>Damage to any Property Insured directly or indirectly caused or contributed from:</p> <p>i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect unless resulting from Damage not otherwise excluded</p> | <p>Damage to any Property Insured directly or indirectly caused by or contributed to by:</p> <p>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>ii) 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 – Conditions – Average | <p>Average</p> <p>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.</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</p> | <p>Average</p> <p>Each item insured under this Section is declared to be separately subject to the following Condition of Average. If at the time of any Damage the Cost of Reinstatement of the whole of the Buildings, in a new condition similar in size, shape and form, is more than the Sum Insured, We will pay only for the loss in the same proportion. For example, if Your Sum Insured only covers two-thirds of the cost of rebuilding the Buildings, We will only pay two-thirds of the claim.</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:</p> <p>The Sum Insured by each item is separately declared to be subject to Average.</p> |

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| | covered, then the amount payable by Underwriters shall be proportionately reduced. | |
| Section A – Buildings – Conditions – Transfer of Interest | <p style="text-align: center;">Transfer of Interest</p> <p>If at the time Damage to the Buildings are under a binding but uncompleted contract for sale by You and the purchaser does not hold any insurance against such Loss destruction or Damage then on completion of the sale and Your request the purchaser shall be entitled to the benefits of this Certificate without prejudice to the rights and liabilities of You or Us under this Certificate up to the date of completion.</p> | <p style="text-align: center;">Transfer of Interest</p> <p>If You sell the Premises, from the date You exchange contracts, We will give the buyer the benefit of Section 1 Buildings until completion of the sale, as long as this is within the Period of Insurance.</p> <p>We will not pay for any claim for Damage to the Buildings if the buyer is insured under any other insurance.</p> |
| Section B – Contents – Definitions | n/a | New for this Section |
| Section B – Contents – Definitions – Money | n/a | <p>(Moved from General Definitions)</p> <p style="text-align: center;">Money</p> <p>Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving Certificates, premium bonds, luncheon vouchers, traveller' s cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.</p> |
| Section B – Contents – Definitions – Valuables | n/a | <p>(Moved from General Definitions)</p> <p style="text-align: center;">Valuables</p> <p>Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections, medal collections or computer equipment.</p> |
| Section B – Contents – Exclusions | <p>Exclusions applicable to this section</p> <p>The exclusions below will not apply where:</p> <p>(i) such Damage not otherwise excluded which itself results from a Defined Peril</p> <p>(ii) subsequent insured Damage which itself results from a cause not otherwise excluded</p> <p>The following exclusions apply to this Section:</p> <p>a. the amount of the Excess stated in the Schedule</p> <p>b. Damage to Brown Electrical Goods</p> <p>c. Damage to Contents used only or mainly for business or professional</p> | <p>Exclusions applying to this section (In addition the General Exclusions also apply to this Section)</p> <p>We will not pay for;</p> <p>a) the amount of the Excess stated in the Schedule</p> <p>b) Damage to Contents used only or mainly for Business or professional purposes</p> <p>c) Damage to Contents in the open</p> <p>d) Loss of market and Consequential Loss of any and every description</p> |

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| | <p>purposes</p> <p>d. Damage to Contents in the open</p> <p>e. loss by delay, loss of market, Consequential Loss of any and every description</p> <p>f. Damage to any Property Insured directly or indirectly caused or contributed from:</p> <p>i) Theft or attempted theft:</p> <ul style="list-style-type: none"> - by a person authorized to be in any part of Your Buildings - of Money, Certificates, documents or Valuables; - unless accompanied by forcible and violent entry into or exit from the Buildings or involving violence or the threat of violence - of any amount over £500 from outbuildings and garages <p>ii) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect not otherwise excluded</p> <p>iii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting not otherwise excluded</p> <p>iv) change in climatic or atmospheric conditions or in water table levels,</p> <p>v) infidelity or dishonesty by You or any of Your Employees or other persons to whom Contents 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) Damage caused by Theft, attempted Theft, Malicious Acts or vandalism by any persons authorised to be in the Buildings</p> <p>viii) any undamaged part or item forming part of a set.</p> | <p>e) Damage to any Contents directly or indirectly caused or contributed from:</p> <p>i) Theft or attempted theft:</p> <ul style="list-style-type: none"> - by a person authorised to be in any part of Your Buildings - of Money, Policies, documents or Valuables; - unless accompanied by forcible and violent entry into or exit from the Buildings or involving violence or the threat of violence - of any amount over £500 from outbuildings and garages <p>ii) Malicious Persons when the Premises are occupied by Asylum Seekers</p> <p>iii) 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) not otherwise excluded</p> <p>iv) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting not otherwise excluded</p> <p>v) change in climatic or atmospheric conditions or in water table levels,</p> <p>vi) infidelity or dishonesty by You or any of Your Employees or other persons to whom Contents 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>vii) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information</p> <p>viii) Damage caused by Theft, attempted Theft, Malicious Acts or vandalism by any persons authorised to be in the Buildings</p> <p>vi) any undamaged part or item forming part of a set.</p> |
| Section B – Contents – Basis of Settlement | n/a | New Statement(s): <u>Basis of Settlement</u> How We deal with Your claim |

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| | | <p>1. If You claim for Damage to the Contents We will at Our option repair, replace or pay for any article covered under section 2.</p> <p>For total loss or destruction of any article We will pay You the cost of replacing the article as new, as long as:</p> <ul style="list-style-type: none"> • the new article is as close as possible to but not an improvement on the original article when it was new; and • We have authorised the cost of replacement. <p>Where We can repair or replace an item of Contents 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>2. We will not pay the cost of replacing or repairing any undamaged parts of the Contents which form part of a pair, set or suite or part of a common design or function when the Damage is restricted to a clearly identifiable area or to a specific part.</p> <p>3. We will not reduce the Sum Insured under section 2 after We have paid a claim as long as You agree to carry out Our recommendations to prevent further Damage.</p> <p>4. If You are under-insured, which means the cost of replacing or repairing the Contents at the time of the Damage is more than Your Sum Insured for the Contents, then We will only pay a proportion of the claim. For example if Your Sum Insured only covers one half of the cost of replacing or repairing the Contents, We will only pay one half of the cost of repair or replacement.</p> |
| Section B – Contents – Conditions – Limit of Indemnity | n/a | New Condition: Limit of Indemnity We will not pay any more than the Sum Insured for the Contents of each Premises shown in the Schedule |
| Section C – Property Owners Liability – Cover | c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement | c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement (granted the legal right to use the Premises , but the legal |

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| | | title to the land itself remains with the owner of the land) |
| Section C – Property Owners Liability – Extensions – Additional Persons Insured | This Section shall extend to include in the event of the death resulting from Injury of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person. | This Section will extend to include in the event of the death, to any person entitled to indemnity under this Section, the deceased's legal personal representatives but only in respect of liability incurred by such deceased person. |
| Section C – Property Owners Liability – Extensions – Data Protection Act | n/a | (Addition to the Extension) The Underwriters will not be liable in respect of; c) any fines and/or penalties |
| Section C – Property Owners Liability – Exclusions | Injury , loss or Damage caused by or in connection with or arising out of the ownership, possession or use by or on behalf of You of any; a) Aircraft, hovercraft or watercraft | Injury , loss or Damage caused by or in connection with or arising out of the ownership, possession or use by or on behalf of You of any; a) Aircraft (or any other aerial device), hovercraft or watercraft |
| Section C – Property Owners Liability – Exclusions | (5) More than £1,000,000 (unless otherwise stated in the schedule for any claim or claims arising from one event, or the amount as specified on Your schedule | Removed |
| Section D – Employers Liability – Definitions | n/a | New Definition: 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. |
| Section D – Employers Liability – Exclusions | The Underwriters shall not be liable under this Section for: 1) So far as concerns the liability of any principal or liability assumed by You under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.. | Removed |

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| General Exclusions – Sanctions | n/a | 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. |
| General Exclusions - Asbestos | Asbestos Exclusion 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 | Asbestos Exclusion This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, use of, sale, testing, installation, remediation, survey or investigation, management, , removal, distribution, disposal, storage, , existence of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. This Exclusion will not apply to Section D Employers Liability. |
| General Exclusions – Portable Heating | Portable Heaters The insurance by this policy does not cover damage caused by Portable Heaters | Portable Heating The insurance by this Policy does not cover Damage caused by Portable Heating |
| General Exclusions – Terrorism | Terrorism Exclusion Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto it is agreed that this Certificate excludes loss, Damage , cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this Endorsement an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the | Terrorism Exclusion This Policy excludes loss, Damage , cost or expense of any nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also excludes loss, Damage , cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism . If Underwriters allege that by reason of this exclusion, any loss, Damage , cost or expense is not covered by this Policy the burden of proving the contrary will be upon You . In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect. |

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| | <p>public, or any section of the public, in fear.</p> <p>This endorsement also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.</p> <p>If Underwriters allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Certificate the burden of proving the contrary shall be upon You.</p> <p>In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> | |
| <p>General Exclusions – Northern Ireland Overriding</p> | <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> | <p>Removed</p> |
| <p>Policy Conditions – Unattended</p> | <p>n/a</p> | <p>New Condition: Unattended</p> <p>If the Buildings become Unattended for more than 30 days in a row for any time between 1st December and 28th February You must without delay</p> <p>i) Turn off the water at the mains and drain the system</p> |

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| | | <p>ii) Turn off any oil supply at the tank, or</p> <p>iii) Where the Buildings benefit from gas or oil fired central heating, the system must be connection with a frost-stat and be set to operate continuously for 24 hours each day at not less than 4 degrees Celsius</p> <p>Otherwise all Damage caused by the Insured Events of Escape of Water and Damage to fixed water tanks, apparatus or pipes will be excluded under Sections 1 and 2</p> |
| Policy Conditions – Roof Maintenance | n/a | <p>New Condition: Roof Maintenance You must ensure that:</p> <p>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</p> <p>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> <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.</p> <p>This does not apply to concrete roofs.</p> |
| Policy Conditions - Information you have given us | n/a | <p>New Condition: 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 information it could adversely affect Your insurance and any claim. For</p> |

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| | | <p>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. |
| Policy Conditions – Alteration in Risk | <p style="text-align: center;">Alteration in Risk</p> <p>You must immediately notify Underwriters if the risk has altered:</p> <p>a) by removal of any fire and security protections or building component designed to prevent Damage to the Property Insured, or</p> <p>b) whereby the risk of Damage accident or liability is increased, or</p> <p>c) by the Business being wound up or carried on by a liquidator or receiver or permanently discontinued, or</p> <p>d) whereby the Your interest ceases except by will or operation of law, or</p> <p>e) by a change of type of tenant or use of the Buildings, or the Buildings becoming Unoccupied</p> <p>f) if the Buildings were previously occupied by Students in your Schedule a change to Unoccupied is not required over the months July August and September however the</p> | <p style="text-align: center;">Alteration in Risk</p> <p>You must notify Commercial Express Quotes Limited, via Your insurance advisor, without delay, if the risk has altered:</p> <p>a) by removal of any fire and security protections or building component designed to prevent Damage to the Property Insured, or</p> <p>b) whereby the risk of Damage, accident or liability is increased, or</p> <p>c) by the Business being wound up or carried on by a liquidator or receiver or permanently discontinued, or</p> <p>d) whereby Your interest ceases except by will or operation of law, or</p> |

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| | <p>Unoccupied Buildings Obligation will apply</p> <p>g) if the Buildings become unattended for more than 21 days in a row for any time between 01st November and 15th April You must immediately:</p> <p>i) turn off the water at the mains and drain the system</p> <p>ii) turn off any oil supply at the tank otherwise the Certificate will be treated as cancelled and all cover will terminate unless You have notified Underwriters of any such alteration(s) and at their option they have agreed in writing to vary the Certificate.</p> | <p>e) by a change of type of tenant or use of the Buildings, or the Buildings becoming Unoccupied</p> <p>f) if the Buildings were previously occupied by Students in Your Schedule a change to Unoccupied is not required over the months July, August and September however the “Unoccupied Buildings” Obligation (Overleaf) will apply otherwise Underwriters may refuse to pay Your claims or provide indemnity under this Policy.</p> |
| Policy Conditions – Maintenance and Safety | <p>Maintenance and Safety</p> <p>It is important that You comply with a) - d) below otherwise all Damage arising from or caused by Defined Perils of fire and explosion will be excluded and indemnity under Section 3 will not operate.</p> <p>You must:</p> <p>a) if the Buildings or any part thereof is let as residential accommodation You must comply with current gas safety regulations and laws and must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer</p> <p>b) if You are responsible for gas installations that do not fall under a) above then annual maintenance checks must be undertaken and at the commencement of this insurance You must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer,</p> | <p>Maintenance and Safety</p> <p>It is important that You comply with a) - b) below otherwise all Damage arising from or caused by the Insured Events of fire and explosion will be excluded and indemnity under Section 3 will not operate.</p> <p>You must:</p> <p>a) if the Buildings or any part of the Buildings is let as residential accommodation You must comply with current gas safety regulations and laws and must be in possession of a current Gas Safety Certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.</p> <p>b) if the Buildings are not let as residential accommodation You must ensure that annual Gas maintenance checks are undertaken and at the commencement of this insurance You must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer.</p> |
| Policy Conditions – Unoccupied Buildings | <p>Unoccupied Buildings</p> <p>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 (where the Peril is operative) of Fire, Explosion, Oil escaping from any heating systems or domestic appliances, Malicious Acts and Vandalism, Theft or attempted Theft will be excluded.</p> <p>1. You or Your nominee must inspect the Buildings every fourteen days,</p> | <p>Unoccupied Buildings</p> <p>When the Buildings (or part of the Buildings) are Unoccupied You must comply with conditions 1-6 below otherwise all Damage arising from or caused by Insured Events (where the Insured Event is operative, as confirmed on Your Schedule) of Fire, Explosion, Malicious Acts and Vandalism, Theft or attempted Theft, will be excluded.</p> <p>1. You or Your nominee must inspect the Buildings every 14 days</p> |

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| | <p>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> <p>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</p> <p>3. The following minimum protections are in operation:</p> <p>a. all doors and windows are securely locked and fastened</p> <p>b. all letter boxes are sealed</p> <p>c. all security and alarm protections are set in full operation and are in proper working order</p> <p>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</p> <p>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</p> <p>6. all waste or refuse must be removed from the Buildings and cleared at least once a week from the Premises</p> <p>7. tanks containing fuel or other flammable liquids are drained and purged within 14 days of the Buildings becoming Unoccupied</p> <p>Damage caused by or arising from the following Defined Perils will be excluded:</p> <p>1. Riot, civil commotion, strikes, labour, political disturbances or malicious persons unless Wider Perils is selected</p> <p>2. Water or oil escaping from any fixed water or heating systems or domestic appliances</p> <p>3. Theft or attempted theft</p> <p>4. Damage to fixed water or heating</p> | <p>keeping a written record noting any damage or breaches in security. If measures taken to prevent further damage or breaches in security have proved inadequate, improvements must be made and documented. You must notify Commercial Express Quotes Limited, via Your insurance advisor, without delay if any unauthorised entry or attempted entry is detected.</p> <p>2. all gas, water (unless the Unattended condition below already applies) 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</p> <p>3. The following minimum protections are in operation:</p> <p>a. all doors and windows must be securely locked and fastened</p> <p>b. all security and alarm protections must be set in operation and be fully maintained.</p> <p>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</p> <p>5. All waste or refuse must be removed from the Buildings and cleared at least once a week from the Premises</p> <p>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> <p>You need to ensure You are aware of which level of cover You have selected if Your property is Unoccupied as this Policy only covers specific Insured Events as confirmed in Unoccupied Cover – Bronze.</p> |
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| | <p>systems in the Buildings</p> <p>5. The Building being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling Aerials, or vehicles unless Wider Perils is selected</p> | | | | | | | | | | | | | | | | | | | |
| <p>Policy Conditions – Cancellation</p> | <p style="text-align: center;">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 is unoccupied the following return shall be given</p> <table style="margin-left: 40px;"> <tr><td>Up to 1 month</td><td>75%</td></tr> <tr><td>2 months</td><td>65%</td></tr> <tr><td>3 months</td><td>55%</td></tr> <tr><td>4 months</td><td>50%</td></tr> <tr><td>5 months</td><td>40%</td></tr> <tr><td>6 months</td><td>30%</td></tr> <tr><td>7 months</td><td>20%</td></tr> <tr><td>8 months</td><td>10%</td></tr> <tr><td>Over 8 months</td><td>None</td></tr> </table> <p>Subject to a minimum time on risk charge of £25.00 + IPT + any fees already charged.</p> <p>If the Premises are occupied then a pro-rata return will be issued subject to a minimum time on risk charge of £25.00 + IPT + fees already charged.</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 months | None | <p style="text-align: center;">Cancellation</p> <p style="text-align: center;">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>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. Notice of cancellation should be provided to Commercial Express Quotes Limited via Your Insurance advisor.</p> <p style="text-align: center;">Our Cancellation Rights</p> <p>We can cancel this insurance by giving You 30 days' notice in writing where there is a valid reason for doing so. We will refund the part of Your premium which applies to the remaining Period of Insurance providing You have not made a claim. Commercial Express Quotes Limited will send Our cancellation letter to the address shown on the Schedule and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:</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 months | None | | | | | | | | | | | | | | | | | | | |

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| | | <ul style="list-style-type: none"> • Where We have been unable to collect a premium payment and this has not been rectified by You within the time period given. • Where You are required in accordance with the terms of this policy to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects Our ability to process a claim, or Our ability to defend Our interests. In this case We may issue a cancellation letter and will cancel Your policy if You fail to co-operate with us or provide the required information or documentation by the end of the cancellation notice period. • Where We reasonably suspect fraud. • Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers. |
| Policy Conditions – Policy Excesses – Subsidence | n/a | New Cover & Excesses: The Buildings occupied by all tenant types excluding Asylum Seekers Subsidence, Landslip or Heave – Occupied Property built after 1800 - £1,000 Subsidence, Landslip or Heave – Occupied Property built before 1800 - £1,000 Subsidence, Landslip or Heave – Unoccupied Property - £1,000 Asylum Seekers Subsidence, Landslip or Heave – Occupied Property built after 1800 - £1,000 Subsidence, Landslip or Heave – Occupied Property built before 1800 - £1,000 |
| Policy Conditions – Policy Excesses – Asylum Seekers | Asylum Seekers - Theft or attempted theft and Malicious Acts or Vandalism is excluded Contents* - Occupied Property built after 1800 – Cover not available Contents* - Occupied Property built before 1800 – Cover not available | Asylum Seekers Contents* - Occupied Property built after 1800 – £500e Contents* - Occupied Property built before 1800 – £500 |
| Policy Conditions – Policy Excesses – Escape of Water | *Escape of Water - £500 policy excess for each and every loss | *Escape of Water - £250 Policy Excess for each and every loss (or as stated in the Schedule) |

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| Policy Conditions – E.U. Disclosure Clause | <p style="text-align: center;">E.U. Disclosure Clause</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 style="text-align: center;">E.U. Disclosure Clause</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 |
| Claims Conditions | n/a | <p style="text-align: center;">New Statement:</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. |
| Claims Conditions – Claims – Your Duties | <p style="text-align: center;">Claims - Your Duties</p> On the happening of any event which may give rise to a claim You shall; <ul style="list-style-type: none"> a) General - applicable to all Sections; <ul style="list-style-type: none"> i) notify the Underwriters immediately, but in any event, within 30 days by calling 0345 604 6615 or 02920 558 639 ii) take all practicable steps to recover property lost and otherwise minimise the claim 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 iv) give all information and assistance the Underwriters may require in a timely manner b) Applicable to Section 1 - Buildings; Within 30 days or such further time as the Underwriters may in writing allow deliver to the Underwriters a written claim provided at Your own expense 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 Certificate and (if demanded) a statutory declaration of the truth of the claim and of any related matters 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 shall be | <p style="text-align: center;">Claims - Your Duties</p> On the happening of any event which may give rise to a claim You must; <ul style="list-style-type: none"> a) General - applicable to all Sections; <ul style="list-style-type: none"> notify the Underwriters’ Claims Representatives without delay, but in any event, within 30 days by calling: 01732 520288 i) take all practicable steps to recover property lost and otherwise minimise the claim ii) inform the Police without delay if the Damage is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances iii) give all information and assistance the Underwriters may require in a timely manner. The Underwriters will only request information relevant to Your claim. <p style="text-align: center;">Applicable to Section A Buildings and Section B Contents;</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 |

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| | <p>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 Your 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 sheets, and other documents, proofs, information, 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</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>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 C - Property Owners Liability and Section D - 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) forward to the Underwriters' Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement 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 Conditions – Claims – Underwriters’ 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 Insured and deal with such</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</p> |

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| | <p>property for all reasonable purposes and in any reasonable manner 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 proceeding and in the settlement of any claim.</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 Your proportion but all defence costs shall be met by Underwriters, or</p> <p>ii) conduct Your proportion of the claim and shall be responsible for Your own costs.</p> | <p>reasonable purposes and in any reasonable manner 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 proceeding and in the settlement of any claim. (Removal of c))</p> |
| Claims Conditions – Fraud | n/a | <p>New Condition: 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> |
| Complaints Procedure | <p>Complaints Procedure</p> <p>If You have any questions, concerns or wish to make a complaint about the sales process or suitability of Your Policy, You should contact the Insurance Broker who arranged this Policy for You. If Your complaint relates to any other matter including claims, You should contact:</p> <p>The Complaints Manager Commercial Express B1 Custom House</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 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</p> |

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| | <p style="text-align: center;">The Waterfront Level Street Brierley Hill DY5 1XH Phone 0800 978 8007 Email complaints@commercialexpress.co.uk</p> <p>If your complaint cannot be resolved by Commercial Express Quotes Ltd within 3 working days, you can raise the complaint with Us:</p> <p style="text-align: center;">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: 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 style="text-align: center;">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 style="text-align: center;">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: 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: Channel Islands Financial Ombudsman PO Box 114 Jersey Channel Islands JE4 9QG.</p> |
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| FSA | <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 |