

Landlords Contents

Policy Wording

Guide to Landlords Contents Policy Wording

This insurance is designed to provide cover for You as owners of residential property.

There are general obligations contained in this **Policy** pages 8-9 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 **Policy** 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 broker.

The **Policy** defines what is covered under separate sections. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole **Policy** are set out in pages 13-15 and We will not pay a claim if these exclusions are applicable.

The General **Policy** conditions pages 16-18 sets out certain rights of **You** and **Us** and include clauses that apply to the whole of the **Policy**.

The **Policy** Definitions pages 19-21 provide 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 **Schedule** attaching to this **Policy** will set out the period of this insurance and specify which Sections of this **Policy** are operative including the Sums Insured.

The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations on **You** and/or limiting coverage. The terms of those clauses 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 our complaints procedure on page 22-23.

Reading the Policy

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. In the event that the cover does not meet with **Your** requirements **You** should immediately advise **Your** broker.

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.

TO MAKE A CLAIM, PLEASE CALL +44 (0) 1732 520273 or email new.claims@woodgate-clark.co.uk

For full information relating to the "Claims Procedure", please see pages 17-18 of this document.

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Authorised Policy

This Policy and any replacement **Schedule** and/or **Endorsement** are to be read together as one document.

This Policy 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 Policy) to indemnify **You** against **Damage** occurring during the **Period of Insurance**.

Provided always that:-

- (i) The liability of the **Underwriters** shall not exceed the **Sums Insured** or limits of liability stated in the **Schedule** or such other Sum Insured or limits of liability as maybe substituted by **Endorsement** or attached hereto;
- (ii) This Policy insures **You** only in respect of the sections where a Sum Insured or a limit of liability is specified in the **Schedule**

Any dispute arising out of or in connection with this Policy 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 Policy shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.



Authorised Signatory

This Policy is underwritten by Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's which is registered in England and Wales. Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 204847).

Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's is registered at Floor 29, 22 Bishopsgate, London, EC2N 4BQ (Company Number 01514453). This is to certify that authorisation has been granted to Commercial Express Quotes Ltd.

This Policy is arranged by Commercial Express Quotes Limited who act as an agent for Us. Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 311067. Registered office B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

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Financial Services Compensation Scheme (FSCS)

In respect of the following statement only, 'We/Our/Us' refers to Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's and Commercial Express Quotes Limited.

We are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You** under this insurance. Further details about the scheme can be obtained from FSCS, PO BOX 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 or +44 (0) 207 741 4100 or www.fscs.org.uk.

Authorised Policy (continued)

Several Liability

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Your Personal Information Notice

In respect of the following statement only, 'We/Our/Us' refers to Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's and Commercial Express Quotes Limited.

We respect **Your** right to privacy. In **Our** Privacy Policy (available at the website links below) **We** explain who **We** are, how **We** collect, share and use personal information about **You**, and how **You** can exercise **Your** privacy rights. If **You** have any questions or concerns about **Our** use of **Your** personal information, then please contact **Us** using the appropriate contact details below.

We may collect **Your** personal information such as name, email address, postal address, telephone number, gender, date of birth and payment details. In some circumstances, **We** may need to collect information relating to health or criminal convictions in order to provide **Your** insurance **Policy** or if it is required for any legal obligations.

We need the personal information to enter into and perform a contract with **You** and **We** will use **Your** personal information to provide products and services as required by **You**, communicate with **You**, undertake statistical analysis, develop new products and services, and to meet **Our** legal or regulatory obligations. **We** retain personal information **We** collect from **You** where **We** have an ongoing legitimate business need to do so (please note that reference to "You" or "Your" herein encompasses non-exhaustively "You, Your company, employees and / or customers").

We may disclose your personal information to:

- **Our** group companies (where applicable);
- third party services providers and partners who provide data processing services to **Us** or who otherwise process personal information for purposes that are described in **Our** Privacy Policy or notified to **You** when **We** collect **Your** personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where **We** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **Our** legal rights, or (iii) to protect **Your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **Our** business, provided that **We** inform the buyer it must use **Your** personal information only for the purposes disclosed in **Our** Privacy Policy; or
- any other person with **Your** consent to the disclosure.

Most of the personal information we hold about **You** is received from **Your** Insurance advisor, who will provide **Us** with **Your** information so **We** can arrange and provide **Your** insurance **Policy** for **You**. **We** may also collect personal information from **You** if **You** contact **Us** directly, for example if **You** needed to make a complaint.

Your personal information may be transferred to, and processed in, countries other than the country in which **You** are resident. These countries may have data protection laws that are different to the laws of **Your** country.

We use appropriate technical and organisational measures to protect the personal information that **We** collect and process about **You**. The measures **We** use are designed to provide a level of security appropriate to the risk of processing **Your** personal information.

You are entitled to know what data is held on **You** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **We** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in **Our** Privacy Policy.

You can opt-out of marketing communications **We** send **You** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **We** send **You**. Similarly, if **We** have collected and processed **Your** personal information with **Your** consent, then **You** can withdraw **Your** consent at any time.

Withdrawing **Your** consent will not affect the lawfulness of any processing **We** conducted prior to **Your** withdrawal, nor will it affect processing of **Your** personal information conducted in reliance on lawful processing grounds other than consent.

If **You** have any concerns about our use of **Your** personal information, you can make a complaint to **Us** by using the appropriate contact details below.

You can also complain to the ICO if you are unhappy with how **We** have used **Your** data. The ICO's address is:
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113 ICO website: <https://www.ico.org.uk>

Your Personal Information Notice (continued)

Our Privacy Policies can be viewed at:

Canopus Managing Agents Limited

<https://www.canopus.com/privacy/privacy-notice/>

Commercial Express Quotes Limited

<https://www.commercialexpress.co.uk/privacy-policy-policyholders>

A copy can also be provided on request by using the contact details below.

Canopus Managing Agents Limited

By Email: privacy@canopus.com

By Phone: 0207 337 3700

or by writing to us at: Data Protection Officer, Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, EC2N 4BQ

Commercial Express Quotes Limited

By Email: hello@commercialexpress.co.uk

By Phone: 01384 473021

or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

If **You** wish to make a complaint directly to **Us** please contact:

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General Obligations

You have an obligation in your **Proposal** to answer any questions honestly and accurately make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the **Underwriter** when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **Underwriters** shall be entitled to remedy their position in accordance with the Claims and Remedy conditions on page 10 of this **Policy**.

These obligations also apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by **Underwriters**.

Without prejudice to **Underwriters** rights, if **You** are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if **You** have any questions concerning the **Policy** terms and conditions, **You** should check with **Your** broker.

The **Policy** contains important obligations terms and conditions that must be complied with including but not limited to:

Alteration in Risk

You must immediately notify **Underwriters** if the risk has altered:

- a) by removal of any fire and security protections designed to prevent **Damage** to the **Property Insured**, or
- b) whereby the risk of **Damage** accident or liability is increased or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued or
- d) whereby the **Your** interest ceases except by will or operation of law, or
- e) by a change of use or type of tenant occupying **Your Home** or **Your Home** becoming **Unoccupied**.

otherwise the **Policy** 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 **Policy**.

Gas Regulations

It is important that **You** comply with the requirements below otherwise all **Damage** arising from or caused by **Defined Perils** of fire and explosion will be excluded and indemnity under the legal liability section will not operate.

- a) **You** must if the **Home** 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.
- 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.

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

otherwise **Underwriters** may refuse to pay your claims or provide indemnity under this **Policy**

General Obligations (continued)

Minimum Security

Your Home must be fitted with:

- a) Five-lever mortice deadlocks, to British Standard 3621 on all external doors and key- operated security bolts fitted to the top and bottom of all external doors apart from the final exit door; or
- b) Built in deadlocking cylinder locks and security bolts if the door is double glazed; or
- c) Mortice security bolts or other key operated locks to British Standard 3621 fitted at the top and bottom of each portion of French windows or double sliding patio doors; and
- d) All opening sections of the basement, ground floor or easily accessible windows to **Your Home** are secured by key operated window locks.

The defined perils of theft or attempted theft will be excluded unless you comply with a) to d) above.

Unoccupied

If any part or parts of **Your Home** are **Unoccupied** during the **Period of Insurance** **You** must advise us immediately and the following terms will apply:

- a) **You** or **Your** agents must inspect the **Unoccupied** part or parts of **Your Home** at least every 14 days and a record of all inspections must be kept. **We** must be able to inspect **Your** records at any time.
- b) **You** or **Your** agents must ensure the gas, electricity and water supply is turned off at the mains and the system drained (unless adequate level of heating is maintained from fixed heating appliances)
- c) **You** or **Your** agents must ensure all external doors are securely locked and all ground-floor and accessible upper-floor windows are securely fastened and any broken windows boarded up
- d) **You** or **Your** agents must ensure all yards and areas surrounding **Your Home** are free from fuel and waste materials.

Otherwise the defined perils of Fire and Explosion will be excluded and this policy may be invalid.

Claims & Remedy Condition

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Your claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.

It is important that **You**:

- i) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- ii) have complied with the obligations, terms and conditions contained in the **Policy** throughout this **Period of Insurance**

otherwise **Your** claim may not be paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **Underwriters** shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would not have been offered, to

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered, to

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) ¹reduce proportionately the amount to be paid on a claim if **Underwriters** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

¹ reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Contents Insurance

Cover and Basis of Settlement

Following a valid claim under this Section if an item of **Contents** suffers **Damage** from a **Defined Peril** **We** will pay **You**:

- i) To replace the **damaged Contents** as new, as long as the Sum Insured is at least equal to the cost of replacing all the **Contents**. However **We** may at **Our** option;
 - a) pay the cost of replacing the item as new, or
 - b) pay the cost of repairing any item;
- ii) If the **Contents** suffer **Loss** or **Damage** and the Sum Insured is not equal to the cost of replacing all the **Contents** as new, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Loss** accordingly.

Sum Insured and Limit of Liability

The maximum **We** will pay for any one claim is the Sum Insured for **Contents** as shown on the **Schedule** less any excess.

Brown Electrical Goods will be subject to a maximum limit of **£250 per item**.

We will not reduce the Sum Insured after a claim as long as the repair work is completed.

Exclusions to this Section

We will not pay claims in respect of the following:

- a) If the **Home** is an individual flat(s) cover will exclude all common parts
- b) **We** will not pay for replacing any undamaged part or item forming part of a set
- c) Theft or attempted theft caused by a person lawfully allowed in any part of **Your Home**
- d) Theft or attempted theft while **Your Home** is **Unoccupied** Theft or attempted theft of **Money**, certificates, documents or **Valuables**;
- e) Theft or attempted theft unless **Your Home** was entered using forcible or violent entry
- f) Any amount over £500 from outbuildings and garages
- g) If the **Home** is **Unoccupied** **We** will not pay claims caused by or arising out of :
 - i) Riot, civil commotion, strikes, labour or political disturbances
 - ii) Malicious acts or vandalism
 - iii) Water or oil escaping from any fixed domestic appliance or system
 - iv) Theft or attempted theft
 - v) Frost Damage to fixed water or heating systems in **Your Home**.

Excesses

You must pay an amount towards each claim. The amount **You** pay is called 'excess'. The following excesses apply to each and every claim:

- a) **Contents** Claims and Loss of Rent Claims **£50**, other than
- b) Subsidence claims £1,000 unless otherwise stated in **Your Schedule**
- c) Claims whilst the **Home** is **Unoccupied** **£150**

Contents Insurance (continued)

Extensions to this Section

Metered Water

We will pay **You** for the costs of metered water which **You** are legally responsible arising from accidental escape from water tanks, apparatus and pipes as a result of **Damage** caused by a **Defined Peril** which results in a valid claim under this **Policy**.

The amount **We** will pay shall be the difference between the charge made by the utility suppliers for the period during which the **Damage** occurred with the charges for the previous period and/or the corresponding period adjusted for any relevant factors affecting the consumption during the period(s) concerned.

Provided that the maximum amount does not exceed £5,000 in respect in any one claim and not exceeding £15,000 in any one **Period of Insurance**.

This extension will not operate when the **Home** is **Unoccupied**.

Unauthorised use of electricity gas or water

We will pay for the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Home** without **Your** authority up to a limit of £5,000. **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

Loss of Rent or Alternative Accommodation

While **Your Home** cannot be lived in as a result of a valid claim under this **Policy** **We** will pay the following expenses or **losses**, either;

- i) the amount of rent which **You** still have to pay, or would have received from an existing tenant; or
- ii) the cost of similar alternative accommodation for **Your** tenant and their pets, including the cost of temporary storage for

Your furniture. Up to a maximum amount of 15% of the Sum Insured for **Contents** any one occurrence.

Legal Liability to the Public

We will indemnify **You** for any amounts **You** become legally liable to pay as damages for bodily injury or damage to property caused by an accident occurring at the **Home** during the currency of this insurance by virtue of your ownership and provision of the **Contents** insured under this **Policy** and for no other purpose.

We will not indemnify **You** for any liability in respect of the following:

- a) Bodily injury sustained by any person in your service
- b) Bodily injury arising directly or indirectly from any communicable disease or condition
- c) Criminal, violent or deliberate acts
- d) Damage to property owned by you or in your care custody or control
- e) Employment acts
- f) Obligations assumed under contract which would not otherwise attached
- g) Mechanically propelled vehicles other than grass cutting equipment

We will not pay more than **£2,000,000** in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

General Exclusions

Asbestos Exclusion Clause

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.

Contamination and Pollution Exclusion Clause

1. This Policy does not cover any loss, liability, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such **Loss** or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

Property Cyber and Data Exclusion

This Policy excludes any:

1. **Cyber Loss;**
 - 1.1 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss** or **Data**, replaces that wording.

General Exclusions (continued)

Definitions

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Cyber Act

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Computer System

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Communicable Disease Exclusion

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.1 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith:

In no case shall this **Policy** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion Clause

This Policy does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to Insured Property**
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.

Nuclear Energy Risks Exclusion Clause

This Policy shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this Policy Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
 - c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Portable Heating Exclusion Clause

The insurance by this Policy does not cover **damage**, liability, cost, or expense caused by **Portable Heating**.

Sonic Bangs Exclusion Clause

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this Policy or any **Endorsement** thereto it is agreed that this Policy 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 exclusion 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

General Exclusions (continued)

government and/or to put the public, or any section of the public, in fear.

This exclusion 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.

If **We** 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 shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Policy Conditions

Cancellation

Your cancellation Rights

You may cancel this **Policy** within 14 days of the day **You** purchased this **Policy** or the day which **You** received the **Policy** wording, whichever is the later by contacting **Your** broker.

You may also cancel this **Policy** at any other time by contacting **Your** broker.

If this **Policy** is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the 14 day cooling off period, there will be a minimum time on risk charge of £25.00 + IPT + fees already charged to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our Cancellation Rights

We may cancel this insurance by giving **You** 14 days' notice in writing.

We will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

- 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;
- iii) **Your** non-cooperation or failure to supply any information or documentation **We** request;
- iv) **Your** threatening or abusive behaviour or use of threatening or abusive language.

If **We** decide to cancel this **Policy** **Your** broker will advise **You** by sending a letter of cancellation to **Your** last known address.

If this **Policy** 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.

If **We** decide to cancel this **Policy** fees already charged to cover the administrative cost of providing the insurance will not be refunded.

Rights to Recovery

We may take, or ask **You** to take any action necessary to recover from a third party any costs **We** become liable for under this **Policy**. **We** may do this before or after **We** pay **Your** claim.

Other Insurance

If **You** have any other Insurance which cover the same **Loss** or **Damage** as this **Policy**, **We** will pay only our share of any claim.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

Policy Conditions (continued)

E.U. Disclosure Clause

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.

Fraud

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 **Policy** or if any **Damage** be occasioned by the willful act or with the connivance of the then **Underwriters** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by the **Underwriters** to the in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated the **Underwriters** shall be entitled to:

- a) refuse all liability to the under the **Policy** in respect of the relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover

Subrogation

Any claimant under this **Policy** shall at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the before or after any payment is made by the **Underwriters** The **Underwriters** shall be entitled to take over and conduct in the name of the defence or settlement of any claim or to prosecute in the name of the at its own expense and for its own benefit any claim for indemnity or damages or otherwise.

Claims Procedure

How to Make a Claim

When contacting **Our** claims team, as part of the initial notification **You** will provide:

- a) **Your** name, address, and telephone numbers
- b) Policy / Certificate number
- c) The date of the incident
- d) Police details / Crime Reference number where applicable
- e) The cause of the loss or **Damage**
- f) Details of the loss or **Damage** together with claim value if known
- g) Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

We may record or monitor calls for training purposes or to improve the quality of **Our** service.

Underwriters Claims Representatives Contact Details:

Telephone: +44 (0) 1732 520273

Email: new.claims@woodgate-clark.co.uk

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this **insurance**.

Policy Conditions (continued)

Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any **excess** beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.

Things you must do

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

1. **You** must notify the Underwriters Claims representatives as soon as practicable giving full details of what has happened.
2. **You** must provide **your** broker with any other information **we** may require.
3. **You** must forward to your broker as soon as practicable, but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document you receive.
4. **You** must inform the Police, as soon as practicable, following any loss caused by malicious persons, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so.

To help us settle your claim

It is **your** responsibility to prove any loss and therefore **we** may ask you to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will: not pay the false or fraudulent claim and be entitled to recover any payments which have been made in respect of the fraudulent claim; have the option to treat the contract as having been terminated at the time of the fraudulent act (not the discovery of it) and need not return any premium; be entitled to refuse all claims arising after the fraud but remain liable for valid losses before the fraud.

Sanctions Limitation

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

Policy Definitions

In this Policy, words that are highlighted in bold have the following meanings:

Aerials

Satellite dishes, television or radio **aerials**, aerial fittings, aerial masts and plinths.

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.

Contents

Brown Electrical Goods and Household furniture, carpets, curtains and blinds.

This definition does not include the following:

- i) **Money**
- ii) Stamp, coin or other collections
- iii) **Valuables**
- iv) Tenants and Guests' clothing and personal belongings
- v) Any property which is more specifically **Insured** by other insurance
- vi) **Your** pets or other animals
- vii) Motor vehicles, caravans, trailers, watercraft, aircraft or accessories for these items
- viii) Securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts
- ix) Any property connected with **Your** business, profession or trade

Damage

Accidental physical loss or **Damage**

Defined Peril

The words **Defined Peril** shall mean:

- a) fire but excluding any **Damage** to the **Property Insured** caused by:
 - 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 there from
- e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
 - 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

Policy Definitions (continued)

- h) storm excluding:
 - i) **Damage** by flood whether resulting from storm or otherwise
 - ii) **Damage** attributable solely to a change in the water table level
- i) flood excluding **Damage** attributable solely to a change in the water table level
- 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 aerals
- m) Subsidence
 - we will pay for **Damage** caused by Subsidence or heave of the site the **Home** stand on or landslip subject to the following exclusions:
 - i) **Damage** caused by or resulting from the settlement or movement of made up ground or coastal or river or watercourse erosion
 - ii) **Damage** caused by faulty design, workmanship or material
 - iii) **Damage** caused by demolition of or alterations or repairs to the **Home**
 - iv) **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Home** are **Damaged** at the same time and by the same cause the **Home** or land it is on settling, shrinking, bedding down or expanding
 - v) **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Home** were **Damaged** at the same time and by the same cause
 - vi) **Damage** which originated prior to the Inception of this cover
 - vii) **We** will not pay for normal settlement or bedding down of new structures
- n) Accidental Damage - (This peril operates only if stated in the **Schedule**) -
 - We** will pay for accidental **Damage** to the **Home** or **Contents** subject to the following exclusions:
 - i) **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
 - ii) **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
 - iii) **We** will not pay for **Damage** caused by collapse or cracking of the **Home**
 - iv) **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
 - v) **We** will not pay for acts of fraud or dishonesty
 - vi) **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
 - vii) **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
 - viii) **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
 - ix) **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the **Home** are **Unoccupied**
 - x) **We** will not pay for normal settlement or bedding down of new structures
 - xi) **We** will not pay for **Damage** to property as a result of its undergoing any process
 - xii) **We** will not pay for **Damage** to property in transit
 - xiii) **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
 - xiv) **We** will not pay for property or structures in the course of construction or erection

Policy Definitions (continued)

- xv) **We** will not pay for any **Damage** specifically excluded elsewhere under the **Contents** Section or elsewhere in this **Policy**
- xvi) **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals
- xvii) **We** will not pay for **Loss** or **Damage** to the interior of the **Home** or to the **Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Home**, first sustains storm **Damage** to its roof through which the rain, snow, sand or dust enters
- xviii) **We** will not pay for the cost of general maintenance or upkeep
- xix) **Damage** of more than £5,000

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**.

Home

The Property as stated in the **Schedule** including its outbuildings and private garages

Injury

Accidental death of, accidental physical bodily **Injury**, physical illness or physical disease to, any third party

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.

Period of Insurance

The period specified in the **Schedule** and any additional period agreed by **Us** as provided in any **Endorsement**, or until cancelled.

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**.

Portable Heating

Any Portable Heaters (non-fixed) except portable oil-filled heaters.

Schedule

The document showing **Your** name, the **Premises**, the sums insured, the **Period of Insurance** and the sections of this insurance which apply.

Unoccupied

When the **Home** has not been lived in for 30 consecutive days or more.

Valuables

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.

We/Us/Our/Underwriters

Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's.

Insured/You/Your

The entity, person(s) named in the **Policy**.

Complaints Procedure

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should in the first instance contact **Your** broker who arranged this **Policy** for **You**.

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact **Your** broker who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of a claim, **You** should refer the matter to **Our** claims representatives using the following contact details:

Woodgate and Clark Limited
Address: 42 Kings Hill Avenue, West Malling, Kent, ME19 4AJ
Telephone: +44 (0) 1732 520273
Out of office hours: +44 (0) 1732 520270
Email: new.claims@woodgate-clark.co.uk

If **Your** complaint relates to any other matter, **You** should contact Commercial Express Quotes Limited, details below, who will try to resolve your complaint.

The Compliance Manager at
Commercial Express Quotes Limited
Address: B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH
Telephone Number: +44 (0) 1384 473201
E-mail address: complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>. Alternatively, a copy can be provided on request.

If **Your** complaint needs to be dealt with by **Us**, Commercial Express will promptly forward details of **Your** complaint to **Us**. We will review **Your** complaint and will investigate the circumstances regarding **Your** complaint. **You** may also raise a complaint directly with **Us** by using the contact details below:

Complaints Manager,
Canopus Managing
Agents Limited,
Floor 29, 22 Bishopsgate,
London EC2N 4BQ.
Phone: +44 (0) 207 337 3700
Email: complaintsinbox@canopus.com

Your Underwriters complaints team will acknowledge **Your** complaint promptly and respond fully to **Your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **You** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **Your** complaint in eight weeks, they will write to **You** explaining the reason as to why this has not been possible. They will also advise **You** of **Your** right to refer **Your** complaint to the Financial Ombudsman Services (if eligible).

Complaints Procedure (continued)

Alternative Dispute Resolution Body

If **You** have followed the complaints procedure above, and **You** are not satisfied with the response or have not received a response from Commercial Express or **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent
ME4 4RN

Email: complaints@lloyds.com
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

Financial Ombudsman Service

If **You** remain dissatisfied with **Our** or Commercial Express's response to a Complaint, or if **You** have not been provided with a final response within 8 weeks, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service using the details below. If **You** wish to do so, **You** must refer **Your** complaint within 6 months of receiving the final response letter.

The Financial Ombudsman Service:

Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: +44 (0) 800 023 4567 (calls to this number are free from "fixed lines" in the UK)

Telephone: +44 (0) 300 123 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

Web: www.financial-ombudsman.org.uk

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.

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

Fax +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

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