

# Residential Short Term Unoccupied

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## Policy Wording

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## Introduction

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening at the **premises** during the **period of insurance** shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

**The insurance relates ONLY to those sections of the policy which are shown in the schedule as being insured.**

### **All Sections are 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 wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.**

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.
- **you** review the document periodically to ensure that the cover remains adequate and notify **your broker** without delay if any updates are required.

**You** are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your broker** as soon as reasonably practicable if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

**We** also do not cover damage that happens over time such as damp, rot or damage from vermin.

## **Introduction (continued)**

**You** should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or damage.

**TO MAKE A CLAIM, PLEASE CALL: +44 (0) 1732 520273**

**For full information relating to 'How to make a claim', please see page 13-16 of this document.**

## Policy Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below.

### **Commercial Express Quotes Limited**

The company who arrange this policy and have been authorised by Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's to act as agent on their behalf. **Commercial Express Quotes Limited** is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 311067. Registered Office: B1 Custom House, The Waterfront, Level Street, Brierley Hill, West Midlands, DY5 1XH.

### **Bodily Injury**

Damage to persons caused by accident or disease.

### **Buildings**

The main structure of the **property** and;

- fixtures and fittings attached to the **property** including permanently fitted flooring
- domestic outbuildings and private garages
- permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**

**you** own or for which **you** are legally liable within the **premises** named in the **schedule**.

**Buildings** do NOT include:

- carpets

### **Computer virus**

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

### **Contents**

Household goods within the **property**, which **you** own or which **you** are legally liable for.

**Contents** includes:

- items in outbuildings, garages or sheds, but within the **premises** up to £500 in total
- domestic oil in fixed fuel oil tanks up to £500 which **you** have paid for
- carpets, but not permanently fitted flooring

**Contents** does NOT include:

- motor vehicles caravans, trailers or watercraft or their accessories
- money, certificates or documents
- clothing, personal effects, pedal cycles
- any living creature
- any part of the **buildings**
- any property held or used for business purposes

## Policy Definitions (continued)

- any property insured under any other insurance.
- any **high risk items**.

<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The amount payable by <b>you</b> as shown in the <b>schedule</b> in the event of a claim.
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<b>High Risk Items</b>	Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, satellite decoders, radios, home computers, video and audio equipment, portable electronic equipment and watches.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Occupied</b>	The <b>property</b> is being lived in.
<b>Property</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Renovation</b>	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, rewiring, installation/repair of central heating and external window replacement.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>excess</b> , the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Settlement</b>	Downwards movement as a result of the soil being compressed by the weight of the <b>buildings</b> within ten years of construction.
<b>Standard</b>	Built of brick, stone metal or concrete and roofed with slates, tiles, metal, concrete or flat roofed with asphalt, bitumen or concrete, unless <b>Construction</b> otherwise agreed by <b>endorsement</b> .
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> other than by <b>settlement</b> .
<b>Unoccupied</b>	The <b>property</b> is not being lived in.
<b>We / us / our</b>	Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's.
<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> .

## Policy Definitions (continued)

**Your broker**            The insurance broker/agent who placed this insurance on **your** behalf.

## Important: Information About Your Policy

### Cooling Off Period

**You** may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **you** receive full policy documentation.

If **you** are able to and do cancel within such 14 day period, provided **you** have not made a claim, **Commercial Express Quotes Limited** will refund a proportion of any premiums paid subject to an administrative charge.

### Cancellation Conditions

**We** or **Commercial Express Quotes Limited** can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim.

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address;
- Where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker**.
- A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
- Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- **You** have deliberately misrepresented any information given to **us**.
- **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
- If **you** have acted fraudulently in any way.
- **You** have deliberately or falsely overstated information given to **us**.

**You** can also cancel this insurance contract at any time by writing to **your broker** with no premium refunded.

### Changes in Circumstances

**We** have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **your broker** of any changes to the answers **you** have given as soon as possible.

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

In particular, **you** must tell **your broker**:

- if **you** change **your** address;
- if **you**, or any person named in the **schedule**, change occupation;
- if **you**, **your** family or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- if the **property** is to be sold or let;
- if the **property** becomes **occupied**;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your contents** that will increase the reinstatement costs

## Important: Information About Your Policy (continued)

Please also ensure that **you** review Page 12 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

### Sums Insured

**You** must ensure the sums insured provided are correct.

The **buildings** sum insured must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **contents** sum insured must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

### Non-payment of premiums

**We** may cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

### Policy Excesses

**You** must pay an amount towards each claim. The amount **You** pay is called the 'excess'. The following excesses apply to each and every claim unless otherwise stated on **Your Schedule**

	Unoccupied Property
Subsidence, landslip or heave	£1,000
<b>Buildings</b>	£500
<b>Contents</b>	£500
Property Owner's Liability	£500

### Renewal

**We** are not bound to offer renewal of this policy.

### Financial Services Compensation Scheme (FSCS)

**Commercial Express Quotes Limited** and Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme in the unlikely event that **Commercial Express Quotes Limited** or Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's cannot meet its obligations to **You** under this insurance.

Further information about the scheme can be obtained from FSCS at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Tel: **0800 678 1100** or **+ 44 (0) 207 741 4100**

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **Important: Information About Your Policy (continued)**

### **Law and Language Applicable to Contract**

This insurance will be governed by English Law, **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

### **Contracts (Rights Of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Fraudulent claims**

- 1) If **you**, or any one acting for **you**, make a fraudulent claim under this insurance contract, **we**:
  - (a) Are not liable to pay the claim; and
  - (b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
  - (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If **we** exercise **our** rights under clause 1) c) above:
  - (a) **We** shall 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
  - (b) **We** need not return any of the premiums paid.

## Important: Information You Have Given Us

### The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

### Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- (3) If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **Period of Insurance**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as possible.

### Your Personal Information Notice

#### Who we are

**We** are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

#### The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

## **Important: Information You Have Given Us (continued)**

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, we may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

### **Other people's details you provide to us**

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

### **Want more details?**

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website(s) or in other formats on request.

### **Contacting us and your rights**

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide you with **Our** contact details. **Commercial Express Quotes Limited** contact details are:

#### **Commercial Express Quotes Limited**

B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Telephone Number: +44 (0)1384 473021

E-mail: [hello@commercialexpress.co.uk](mailto:hello@commercialexpress.co.uk)

## General Conditions applicable to the whole of this insurance

Failure to comply fully with any of the general conditions listed below will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, damage or injury.

1. **You** or **your** representatives must visit the **premises** for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied as soon as reasonably practicable.
2. If unauthorised entry or attempt is detected at the **property you** must as soon as reasonably practicable inform **your broker**.
3. The **property** must be maintained in a good condition, good state of repair and be structurally sound.
4. All gas, water and electricity mains supplies must be kept disconnected and water systems drained (except those supplies required to maintain 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 providing 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
5. All loose or moveable combustible items or materials other than **contents** and fixtures and fittings must be removed from the **property** and cleared from the **premises**
6. All waste or refuse must be removed from the **property** and cleared at least once every two weeks from the **premises**
7. **You** must ensure that all final exit / entry doors are fitted with a mortice deadlock which has five or more levers and conforms to BS3621 specification for thief resistant locks. All ground floor and / or accessible windows should be fitted with key operated window locks with the keys removed from the **premises** when in operation.
8. Tanks containing fuel or other flammable liquids must be drained and purged within 14 days of the **property** becoming **unoccupied**
9. **You** must as soon as reasonably practicable inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
10. **You** must tell **your broker** before **you** start any work to the **Buildings** outside of **Renovations** or if there are any changes from those already disclosed to us.
11. Should the **property** be undergoing structural works then it is a condition of this policy that all doors and windows be sealed against illegal entry with shutters or are boarded up.
12. **You** must as soon as reasonably practicable inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

When **your broker** receives notice of the above, **we** or **Commercial Express Quotes Limited** may either change the terms and conditions or issue notice of cancellation of this insurance.

### Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the **premises**. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information Website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

## General Conditions (continued)

### 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.

## Claims Conditions applicable to the whole of this insurance

**Your** duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** claims management team on:

Telephone: +44 (0) 1732 520273, or

E-mail address: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, break in or any malicious act, then the incident must be reported to the police by **you** within 24 hours of discovery of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of malicious acts then this must be notified to **Us** within 7 days of the incident.

2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
6. It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
7. **You** must take care to limit any loss, damage or injury.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply.

## Claims Conditions that apply to Section One - Buildings only

### Settling claims - How we deal with your claim

If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form
- the damage has been repaired or the loss has been reinstated.

**We** will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

### Your sum insured

**We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

### Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects', surveyors', consulting engineers' and legal fees.

## Claims Conditions that apply to Section Two - Contents only

### Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under section two.

**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 loss or damage is restricted to a clearly identifiable area or to a specific part.

### Your sum insured

**We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example if the premium **you** have paid for **your contents** insurance is equal to 75% of what the premium would have been if **your contents** sum insured was enough to replace the entire **contents** as new, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

### Limit of insurance

**We** will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

## How to Make a Claim

To enable **your** claim to be dealt with quickly **we** will require **you** to provide **our** claims management team with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- 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.

**Our** Claims Representatives:

Telephone: +44 (0) 1732 520273, or

E-mail address: [new.claims@woodgate-clark.co.uk](mailto: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**.

### 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.

## What to do if you have a Complaint - 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**.

If **You** wish to make a complaint about the sales process or suitability of **Your** policy, **You** should contact **Your Broker**.

If **Your** complaint is about the handling of **Your** claim please contact **Our** claims representatives:

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](mailto: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

Commercial Express Quotes Limited, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Telephone: +44 (0)1384 473021

E-mail address: [complaints@commercialexpress.co.uk](mailto: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.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to Complaints at Lloyd's. Their address is:

Complaints Department

Market Services, Lloyd's, One Lime Street, London EC3M 7HA

Telephone: +44 (0)207 327 5693

Fax: +44 (0)207 327 5225

E-mail address: [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

## **What to do if you have a Complaint - Complaints Procedure (continued)**

If **you** remain dissatisfied after Lloyd's has considered your complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service:

### **The Financial Ombudsman Service**

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

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect **your** right to take legal action if necessary.

## General Exclusions applicable to the whole of this insurance

**We** will not cover:

### a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

1. loss or destruction of or damage to any property or any resulting loss or expense whatsoever arising therefrom.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) War Exclusion

**We** will not pay for any loss or damage or liability 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.

### c) Existing and Deliberate Damage Exclusion

**We** will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or **your** representatives.

### d) Terrorism Exclusion

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 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **General Exclusions applicable to the whole of this insurance (continued)**

### **e) Contamination and Pollution Exclusion**

**We** will not pay for any loss or damage due to contamination, sooting, deposition, 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.

This general exclusion does not apply if such loss or damage arises out of one or more of the following perils – fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, , **subsidence, heave or landslip**.

### **f) Micro-organism Exclusion**

**We** will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, 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 threat to human health.

This general exclusion applies regardless whether there is:

- Any physical loss or damage to the **property**
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

### **g) Diminution in Value Exclusion**

**We** will not pay for any reduction in value of the **property** following repair or replacement paid for under this insurance.

### **h) Contractors Exclusion**

**We** will not pay for any loss, damage or liability arising from the activities of contractors. For the purpose of this general exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

### **i) Faulty Workmanship Exclusion**

**We** will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials.

### **j) Wear and Tear Exclusion**

**We** will not pay for:

Any loss or damage caused by wear and tear or any other gradual operating cause.

### **k) Domestic Pets, Insects or Vermin Exclusion**

**We** will not pay for:

Any loss or damage caused by domestic pets, insects or vermin.

### **m) Indirect Loss or Damage**

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

## General Exclusions applicable to the whole of this insurance (continued)

### n) 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.

### 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**.

### o) Communicable Disease

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

## **General Exclusions applicable to the whole of this insurance (continued)**

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.

### **p) 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.

## Section One – Buildings

The following perils are applicable

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by the following insured perils;	<b>We will not pay;</b>
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the <b>excess</b> shown in the <b>schedule</b>
2. Aircraft and other flying devices or items dropped from them	a) the <b>excess</b> shown in the <b>schedule</b>
3. Storm, flood or weight of snow	a) the <b>excess</b> shown in the <b>schedule</b> b) for loss or damage caused by <b>subsidence, heave or landslip</b> other than as covered under number 8 of section one c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences d) for loss or damaged to <b>buildings</b> caused by frost e) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the <b>excess</b> shown in the <b>schedule</b>
5. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the <b>excess</b> shown in the <b>schedule</b>
6. Falling trees, telegraph poles or lamp-posts	a) the <b>excess</b> shown in the <b>schedule</b> b) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> c) for loss or damage to gates and fences

## Section One – Buildings (continued)

<p>7. <b>Subsidence or heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b></p>	<ul style="list-style-type: none"> <li>a) the <b>excess</b> shown in the <b>schedule</b></li> <li>b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths and fences unless the <b>premises</b> is also affected at the same time by the same event</li> <li>c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</li> <li>d) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</li> <li>f) for loss or damage caused by coastal or river erosion</li> <li>g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking</li> </ul>
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## Section One – Buildings - Additional Cover

The following cover is applicable this Section

This section of the policy also covers;	We will not pay;
<p>A) Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>architects', surveyors', consulting engineers' and legal fees</li> <li>the cost of removing debris and making safe the <b>building</b></li> <li>costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under section one</p>	<p>a) the <b>excess</b> shown in the <b>schedule</b></p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>
<p>B) Anyone buying the <b>property</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>a) the <b>excess</b> shown in the <b>schedule</b></p> <p>b) but not if the <b>buildings</b> are insured under any other insurance</p>
<p>C) Loss or damage to the <b>property</b> caused by the emergency services attending the <b>premises</b></p>	<p>a) the <b>excess</b> shown in the <b>schedule</b></p> <p>b) more than £1,000 in any <b>period of insurance</b></p>
<p>D) <b>Unauthorised use of electricity, gas or water</b> Expenses <b>you</b> have to pay which <b>we</b> have agreed in writing for metered electricity gas or water for which you are responsible arising out of its unauthorised use by persons taking possession of or occupying the property without <b>your</b> authority provided that <b>you</b> take all practicable steps to terminate such unauthorised use as soon as it is discovered</p>	<p>a) any amount over £5,000 in a 12 month period</p>
<p>E) <b>Metered Water</b> Expenses <b>you</b> have to pay which <b>we</b> have agreed in writing for accidental escape of metered water from water tanks, apparatus and pipes as a result of <b>damage</b> caused by an insured peril but only when such a loss can be determined by measurement from the water authority for which <b>you</b> are responsible</p>	<p>a) any amount over £2,500 in respect of any one claim and any amount over £5,000 in any one <b>period of insurance</b></p>

## Section Two – Contents

The following perils are applicable

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by;	<b>We will not pay;</b>
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the <b>excess</b> shown in the <b>schedule</b>
2. Aircraft and other flying devices or items dropped from them	a) the <b>excess</b> shown in the <b>schedule</b>
3. Storm, flood or weight of snow	a) the <b>excess</b> shown in the <b>schedule</b> b) property in the open c) for loss or damage to <b>contents</b> caused by frost d) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the <b>excess</b> shown in the <b>schedule</b>
5. <b>Subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	a) the <b>excess</b> shown in the <b>schedule</b> b) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event. c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking e) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions f) for loss or damage by coastal or river erosion
6. Falling trees, telegraph poles or lamp-posts	a) the <b>excess</b> shown in the <b>schedule</b> b) for loss or damage caused by trees being cut down or cut back within the <b>premises</b>

## Section Three – Property Owner’s Liability

**We** will cover **you** for **your** legal liability as the **property** owner for any amounts **you** become legally liable to pay as damages for both **bodily injury** or damage to property caused by an accident happening at the **premises** shown in the **schedule**, during the **period of insurance**.

**We** will not pay in respect of other liability covered under section three more than **£2,000,000** in all, unless otherwise stated in the **schedule**, 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.

What is covered	What is not covered
<b>We</b> will compensate <b>you</b> ;	<b>We</b> will not compensate <b>you</b> for any liability;
<ol style="list-style-type: none"> <li>1) as owner for any amounts <b>you</b> become legally liable to pay as damages for <b>bodily injury</b> or death;</li> <li>2) for damage to property caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b></li> </ol>	<ol style="list-style-type: none"> <li>a) the excess shown in the policy <b>schedule</b></li> <li>b) for <b>bodily injury</b> to <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> </li> <li>c) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</li> <li>d) arising from any criminal or violent act to another person</li> <li>e) for damage to property owned by or in the charge or control of; <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other person lawfully on the <b>premises</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> </li> <li>f) arising directly or indirectly from any profession, occupation, business or employment apart from arising out of property ownership</li> <li>g) which <b>you</b> have assumed under contract and which would not otherwise have attached</li> </ol> <p>(Exclusions continued over the page)</p>

## Section Three – Property Owner’s Liability (continued)

	<p>h) arising from <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>• any motorised or horse drawn vehicle</li> <li>• any power-operated lift</li> <li>• any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>• any animal</li> </ul> <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</li> </ul> <p>j) arising from <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>k) if <b>you</b> are entitled to compensation under any other insurance, until such insurance(s) is exhausted</p> <p>l) the award of any court outside the United Kingdom, the Channel islands or the Isle of Man</p>
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## Section Three – Property Owners Liability - Additional Cover

The following cover is applicable to this policy

This section of the policy also covers;	We will not pay;
<p><b>A) Defective Premises Act</b> Subject to the terms of the policy <b>We</b> will compensate <b>You</b> against liability for <b>Injury</b> or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by <b>You</b>.</p>	<p>a) damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect therein</p> <p>b) if <b>You</b> are entitled to indemnity under any other insurance.</p>

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