

Summary of Cover

Commercial Property Owners Insurance

Summary of Cover

About this Summary of Cover

The information provided in this summary of cover is key information about the insurers and insurance cover available within this Commercial Property Owners Policy which is designed to provide cover for your property and your associated property owners liability.

This summary of cover does not contain the full terms and conditions of your Insurance Policy. The full terms and conditions can be found in the Policy document.

This Policy has been provided to you based on the information supplied about you, your tenants and your business or property in the statement of fact and other material information declared which forms the basis of the contract between you and us. It is therefore very important that you let your insurance broker know immediately of any changes that affect the information you have disclosed to us.

This summary of cover should be read in conjunction with your Policy schedule.

The insurance cover from the policy is valid for the duration as specified in your Policy schedule. You may need to review and update your policy schedule periodically to ensure adequacy of cover.

Your insurance cover is arranged by Commercial Express Quotes Limited and underwritten by Certain Underwriters at Lloyd's led by The Carbon Property Consortium 4996, which is led by Carbon Syndicate 4747.

Authorisation and regulation

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

Carbon Syndicate 4747 is a Lloyd's syndicate managed by Asta Managing Agency Ltd, a company authorised and regulated by the Financial Conduct Authority under firm reference number 204897 to carry on insurance distribution activities. Registered in England and Wales No. 01918744. Registered Office: 5th Floor 20 Gracechurch Street, London, United Kingdom, EC3V 0BG.

Please note: This Policy may be amended by optional extensions and endorsements to your cover as per your individual Policy Schedule.

How to Cancel this Insurance

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

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

You can also cancel this insurance contract at any time by writing to your insurance advisor, provided that you have not made a claim during the current period of insurance, we will calculate the proportionate premium for the period you have been insured and will refund any balance for any remaining period of cover. If the premises are occupied we will retain a minimum time of risk charge of £50.00 plus Insurance Premium Tax and if the premises are unoccupied we will retain a minimum time on risk charge of £150.00 plus Insurance Premium Tax. Any fees charged by Commercial Express are non-refundable.

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 the insurance advisor 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 the Insurance advisor who arranged this policy for you.

If your complaint is about the handling of your claim please contact our claims representatives Woodgate and Clark Limited using one of the options below:

Phone: +44 (0) 1732 520270

E-mail to complaintsdept@woodgate-clark.co.uk or by

Post: Woodgate and Clark Limited, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ.

However, If you wish to make a complaint that relates to any other matter, please contact Commercial Express using the options below:

Phone: +44 (0) 1384 473201

Email: complaints@commercialexpress.co.uk

Post: Complaints Department, Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

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.

Commercial Express will review the circumstances of your complaint and provide you with a response within fourteen (14) calendar days.

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 and write to you within fourteen (14) calendar days with a response.

If 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
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.

If you remain dissatisfied after Lloyd's has considered your complaint you may (subject to eligibility) have the right to refer your complaint to the Financial Ombudsman Service, using the details below.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Please remember that you will have to refer your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect your legal rights. If you appoint someone to act on your behalf or if you ask someone else to act on your behalf you should provide us with written authority to allow us to deal with them. We will not pay their costs.

Financial Services Compensation Scheme (FSCS)

Lloyd's Underwriters and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that Lloyd's Underwriters or Commercial Express Quotes Limited are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy. Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Email: enquiries@fscs.org.uk
Tel: For UK callers: 0800 678 1100 (free phone)
Tel: For callers from abroad: +44 (0) 20 7741 4100
Web: www.fscs.org.uk

The Law Applicable to this Insurance

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be governed and interpreted in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

The Cover Available

We will insure only those sections you request and we agree to insure.

Buildings are defined as:

The building(s) situated at the address(es) specified in the Schedule which include;

- a) fixed glass in windows, doors and skylights but excluding any Shop Front Windows unless a Sum Insured is stated in the Schedule
- b) All window frames including Shop Front Window frames
- c) landlord's fixtures and fittings
- d) annexes, gangways, outbuildings and extensions, tenant's improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let
- e) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- f) walls, gates and fences
- g) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains, but only to the extent of your responsibility
- h) yards, car parks, roads and pavements, forecourts, all constructed of solid materials
- i) landscaping, excluding external ponds and lakes all belonging to you or for which you are legally responsible.

Landlord's Contents are defined as:

Fixed furniture, fitted carpets, domestic appliances and fixtures belonging to you as the owner or for which you are responsible whilst contained in the buildings by this section excluding: -

- a) Any item falling under the definition of Building(s)
- b) Household contents and personal possessions
- c) Stock and materials in trade
- d) Building materials
- e) Property more specifically insured

Unless otherwise specifically agreed in writing by Insurer(s).

Key Benefits

Buildings and Landlords Contents (optional) maybe covered for loss or damage caused by:

- Fire, explosion, lightning and earthquake
- Aircraft or other aerial devices or articles dropped there from
- Riot, civil commotion, strikes, persons taking part in labour disturbances or Malicious persons
- Storm or flood
- Escape of Water or oil from any tank, apparatus or pipe
- Theft or attempted theft
- Impact by any road vehicle (including goods falling from them) or animal not belonging to you or under your control, falling trees, branches and falling aerals but excluding damage arising from the weight of any vehicle
- Subsidence, landslide or heave
- Accidental Damage (Optional Cover for certain types of tenants)

Buildings cover also includes:

- Additional Metered Supply Charges – up to £25,000 any one occurrence
- Trace and Access – up to £25,000 any one occurrence
- Accidental damage to any cables or underground service pipes servicing the buildings – up to £10,000 any one occurrence
- Automatic Cover - Newly Acquired/Newly Completed Redeveloped or Refurbished Properties – up to £500,000 any one premises (in respect of buildings and rental income)
- Inadvertent Omission to Insure
- Alternative Accommodation – up to 20% of the sum insured
- Fly Tipping – up to £5,000 any one occurrence
- Accidental Breakage of or Damage to Fixed Glass or Fixed Sanitary ware
- Loss of rent due to you up to 20% of the sum insured for buildings (or as stated in the schedule)
- Loss of keys/theft of keys – up to £5,000 any one occurrence
- Professional fees and other Costs
- Index Linking
- Illegal cultivation of drugs – Up to £5,000 in any one period of insurance

Some of the above covers do not apply when the building is unoccupied.

Property Owner's Liability

We will pay all sums which you are legally liable to pay as compensation for accidental bodily injury to a person or loss or damage to third party property up to £2,000,000 or as stated in the policy schedule. This can be extended to include occupier's liability on request.

Unoccupied Definition

Building(s) that are not occupied for a period in excess of thirty (30) days.

Unoccupied Cover

Option 1	Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, subsidence, landslip and heave. Section 1 Extensions of theft of keys, extinguishment, alarm resetting expenses, buildings – boarding up of glass and property owners liability
Option 2	Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, accidental damage to any cable or underground services pipes servicing the premises, subsidence, landslip and heave. Section 1 Extensions of theft of keys, extinguishment, alarm resetting expenses, buildings – boarding up of glass and property owners liability
Option 3	Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, subsidence, landslip and heave, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, earthquake, storm or flood, and impact by any road vehicle (including goods falling from them) or animal not belonging to you or under your control, falling trees, branches and falling aerals. Section 1 Extensions of theft of keys, extinguishment and alarm resetting expenses, buildings – boarding up of glass and property owners liability.

other specific terms, conditions and exclusions apply in respect of unoccupied properties. Please refer to Policy wording.

Exclusions

Exclusions for Sections 1 & 2 Buildings & Landlords Contents

- Mechanical or electrical breakdown.
- Damage caused by faulty or defective design or workmanship.
- Damage caused by wear and tear.
- Damage caused by fraud or dishonesty.
- Excess - The amount you will have to pay towards each separate claim.
- Theft by persons legally on the premises.
- More than £5000 for damage caused by malicious persons authorised to be in the buildings
- Damage to movable property in the open, fences and gates, hedges and outbuildings caused by theft, wind, rain, hail, sleet, snow, flood or dust.
- Change in climatic or atmospheric conditions or in water table levels

Exclusions for Section 3 - Property Owners Liability

- Loss of or damage to property belonging to you and property which is leased, let, rented, hired or lent to or which is the subject of a bailment (transfer of possession, not ownership) to you
- Injury, loss or damage caused by or in connection with or arising out of the ownership, possession or use by or on behalf of you of any;
 - Aircraft, hovercraft or watercraft
 - mechanically-propelled vehicle or attached trailer and any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988
 - lift, elevator, hoist, crane, steam boiler or other apparatus operating under pressure, for which a statutory inspection certificate is required but not in force at the time of the injury, loss or damage
- defence costs or expenses from any liability arising out of loss or alteration or damage to, and a reduction in the functionality availability or operation of a computer system or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of your e-activities.
- any sums you are/or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.
- liquidated damages, fines, or penalties.
- punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- Pollution or contamination other than that caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one period of insurance.
- legal liability in respect pollution or contamination occurring in the United States of America and/or their dependencies or trust territories.

General Policy Exclusions

- Asbestos
- Biological or Chemical Materials
- Buildings Works
- Communicable Disease

- Contamination and Pollution
- Property Cyber and Data
- Heat
- Illegal activities
- Institute radioactive Contamination
- Micro Organism
- Nuclear Energy Risks
- Sonic Bangs
- Terrorism
- War and Civil War
- Sanctions

For full details of policy exclusions please refer to the policy wording

Policy Conditions

At the beginning of the period of insurance or when making changes to your policy, you must give accurate and complete answers to any questions you are asked relating to the insurance.

Alteration in Risk

You must notify Commercial Express Quotes Limited, via Your insurance advisor, without delay, if the risk has altered:

- a) by removal of any fire and security protections or building component 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 your interest ceases except by will or operation of law, or
- e) by the buildings becoming occupied or unoccupied

otherwise Insurer(s) may refuse to pay your claims or provide indemnity under this policy.

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
- d) when undertaking renovations to the property insured you must take all reasonable precautions to prevent damage. You must not undertake building works without insurers express written agreement.

otherwise Insurer(s) may refuse to pay your claims or provide indemnity under this policy.

Data Protection

Further to the Data Protection extension under Section 3 – Property Owners Liability, it is important that you comply with the below, otherwise, if a claim happens as a result of your non-compliance we will not pay your claim.

You must:

- a) be registered or are in the process of registration (and the application has not been refused or withdrawn) under the Data Protection legislation;
- b) comply with your obligations under the Data Protection Act 2018 or any subsequent legislation;
- c) be acting as a sole and independent controller in respect of the matter giving rise to a compensation claim.

Electrical Installations

It is important that you comply with the below otherwise all damage arising from or caused by the insured events of fire and explosion will be excluded and indemnity under Section 3 will not operate.

If you are responsible for the electrical installations at the premises, at the commencement of this insurance and at all times throughout the currency of this insurance you must be in possession of an electrical installation condition report (EICR) that:

- i) covers the whole of the electrical installation(s),
- ii) is less than five years old and issued by a contractor approved and registered with one of the following:
 - National Inspection Council for Electrical Installation Contractors (NICEIC) Electrical Contractors Association (ECA)
 - National Association of Professional Inspectors and Testers (NAPIT)
 - Electrical Self-Assessment (ELECSA)
- iii) documents that all C1 or C2 deficiencies or defects have been remedied

Illegal Cultivation of Drugs

Further to the Illegal Cultivation of Drugs Extension under Section 1 – Buildings, you must comply with the below, otherwise, we will not pay your claim.

You must:

- a) carry out internal and external inspections of the building(s) at least every 3 months or as frequently as permitted under the tenancy agreement, and
 - i) maintain a log of those inspections and retain that log for at least 24 months; and
 - ii) carry out a 6 monthly management check of that inspection log.
- b) obtain satisfactory credit references from a licenced Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim.
- c) Obtain and record details of your tenant's bank account and verify those details by receiving rental payments from that account.
- d) Obtain and record a written formal identification of any prospective tenant.

Maintenance and Safety

It is important that you comply with the below otherwise all damage arising from or caused by the insured events of fire and explosion will be excluded and indemnity under Section 3 will not operate

- a) If the buildings or any part of the buildings is let as residential accommodation you must comply with current gas safety regulations and laws and must be in possession of a current Gas Safety Certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.
- 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.

Roof Maintenance

You must ensure that:

- a) any flat roof portion of the buildings over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and
 - b) at commencement and throughout the currency of period of insurance, You must have documentation evidencing that such inspections and repairs described above have taken place
- otherwise all damage arising from or caused by the insured event of storm will be excluded in respect of or as a result of the flat roof at the premises.

This does not apply to concrete roofs.

Unoccupied Buildings

When the buildings (or part of the buildings) are unoccupied you must comply with conditions 1-6 below otherwise all damage arising from or caused by insured events (where the unoccupied cover is operative, as confirmed on your schedule) of fire, explosion, malicious acts and vandalism will be excluded.

1. You or your nominee must inspect the buildings every 7 days keeping a written record noting any damage or breaches in security. If measures taken to prevent further damage or breaches in security have proved inadequate, improvements must be made and documented. You must notify Commercial Express Quotes Limited, via your insurance advisor, without delay if any unauthorised entry or attempted entry is detected.
2. All gas, water and electricity mains supplies are kept disconnected and water systems drained (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes) however a fixed central heating system may remain in operation provided the heating system is connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4 degrees Celsius
3. The following minimum protections are in operation:
 - a. all doors and windows must be securely locked and fastened
 - b. all security and alarm protections must be set in operation and be fully maintained.
4. All loose or moveable combustible items or materials other than contents, and fixtures and fittings must be removed from the buildings and cleared from the premises
5. All waste or refuse must be removed from the buildings and cleared at least once a week from the premises
6. Tanks containing fuel or other flammable liquids must be drained and purged within 14 days of the buildings becoming unoccupied (not applicable if property is in Northern Ireland)

You need to ensure you are aware of which level of cover you have selected if your property is unoccupied as each cover level only covers specific insured events. Not all of the insured events detailed above will be covered depending on the level of cover you have selected (e.g. unoccupied cover Option 1, Option 2, or Option 3).

Sprinkler Maintenance

In respect of any installation(s) of Automatic Sprinklers at the premises you must:

1. make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valve controlling the individual water supplies and the installation are fully open
2. make quarterly or half-yearly test if required by the insurer(s) to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
3. make a test every weekday (holidays excepted) of
 - (i) the Brigade connection
 - (ii) the circuit between the alarm switch and the control unit and
 - (iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade

Note 1: it is permissible for test (i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty

Note 2: where the circuits in (i) and (ii) are continuously monitored tests need only be made once per week

4. remedy promptly any defect revealed by such tests
5. notify Commercial Express Quotes Limited, via your insurance advisor before any installation is rendered inoperative or without delay in the event of an emergency
6. allow the insurer(s) access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation
7. have in force during the period of insurance a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order otherwise all damage arising from or caused by the insured events of fire and explosion will be excluded.

Planning Permission

You must notify Commercial Express Quotes Limited if:

- a) an application for planning permission in respect of the premises is withdrawn by you or refused by any Planning Authority or government body within 7 days, or
- b) any application for consent to vary use of or de-list the building is denied within 7 days,

otherwise the Policy will be treated as cancelled and all cover will terminate unless you have notified insurer(s) of any such changes to permissions or consents and at their option they have agreed to vary the Policy.

Combustible Materials and Waste

You must ensure that:

- a) all waste or refuse is removed from the buildings and cleared at least once a week from the premises otherwise damage arising from or caused by the insured events of fire and explosion will be excluded and indemnity under Section 3 will not operate.
- b) When the premises are unoccupied all loose or moveable combustible items or materials other than fixtures and fittings are at all times removed from the buildings and cleared from the premises

Security

It is important that you comply with requirements a) - c) otherwise all damage arising from or caused by insured events of theft or attempted theft and malicious persons (where such event has been specifically agreed) will be excluded.

- a) all protections provided for the safety and protection of the premises shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the insurer(s) and shall be in full and effective operation when the premises are left unattended, and at all other appropriate times
- b) any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- c) in the event you receive any notification in respect of i) ii) or iii) then with immediate effect you must notify insurer(s) as soon as possible, at which time insurer(s) shall reserve the right to vary terms or cancel cover provided under this Policy;
 - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
 - iii) that any alarm system cannot be returned to or maintained in full working order

Pipe Lagging

If the mains water supply is connected to support sprinkler systems, you must ensure that:

- a) there is a heating system connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4°C between 31st October and 31st March, or
- b) all pipes are adequately lagged to prevent freezing. otherwise all damage will be excluded that arises from or is caused by insured events of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe (where such events have been specifically agreed) and indemnity under Section 3 will not operate.

Portable Heaters

You must not provide, use or store on the premises paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the insurer(s) otherwise all damage arising from or caused by the use or storage of paraffin, portable electric or gas heaters or gas containers will be excluded from this Policy and indemnity under Section 3 (Property Owners Liability) will not operate.

How to make a claim under this Insurance

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

Tel: 01732 520288
Email: new.claim@woodgate-clark.co.uk

On the happening of any event which may give rise to a claim you must comply with the claims conditions stated in your policy wording which include:

- notifying our claims representatives without delay, but in any event, within 30 days.
- taking all practicable steps to recover property lost and mitigate or reduce further damage or injury.
- informing the police without delay if the damage is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
- If possible, providing evidence in the form of photos of damage, injury and documentation
- giving all information and assistance the Insurer(s) may require in a timely manner.

For full details of the Claims Conditions please refer to the Policy wording.

How to Pay

The insurance broker that arranged the insurance will advise you of the full details of when and the options by which you can pay.