

# Commercial Property Owners

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## Policy Wording

## Index

Guide to Commercial Property Owners Policy Wording		3
Authorised Policy		4
Important Information and Phone Numbers		5
Policy Definitions		6-10
Section 1 – Buildings		11-19
Section 2 – Rental Income		20-23
Section 3 – Property Owners Liability		24-28
Policy Exclusions		29-32
Policy Conditions		33-37
Claims Conditions		38-39
Complaints Procedure		40-41
Your Personal Information Notice		42

## Guide to Commercial Property Owners Policy Wording

This insurance is designed to provide cover for **You** as owners of Industrial, **Unoccupied** or Commercial Property.

In deciding to accept this insurance and in setting the terms, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

This **Policy** sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract and does not protect against every loss.

There are **Policy** and claims conditions contained in this **Policy** and conditions specific to certain sections (additional requirements may be imposed by **Endorsement**) that are all important to **Us** and which **We** rely upon **You** to comply with.

The conditions clearly set out what **You** must do to ensure cover under this **Policy** is not prejudiced. In the event **You** breach a condition(s) and **You** need to make a claim **You** will need to show that non-compliance with the condition could not have increased the risk of **Damage** which has occurred.

If **You** are unsure as to what a condition means or if **You** are unable to comply with the terms **You** should consult with **Your** insurance advisor.

The **Policy** Definitions section provides the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlights that for the purposes of this **Policy** they are a definition.

The **Policy** defines what is covered under separate sections 1-3. Within those sections the extent of cover is explained together with conditions and exclusions specific to that section.

Exclusions applying to the whole **Policy** are contained within **Policy** Exclusions and **We** will not pay a claim if these exclusions are applicable.

The **Policy** conditions section covers certain rights of **You** and **Us** and include conditions that apply to the whole of the **Policy**. The claims conditions section covers certain rights of **You** and **Us** in the event of a claim and details what to do in the event of a claim under this **Policy**.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify which sections of this **Policy** are operative including the **Sums Insured**.

The **Schedule** may also contain additional conditions to the **Policy** wording that **We** have imposed placing additional requirements on **You** and/or limiting coverage. The terms of those conditions will be attached to the **Policy** in the form of an **Endorsement**.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find this in **Our** complaints procedure section.

In the event of a general enquiry or query relating to **Your Policy** **You** should in the first instance contact **Your** Insurance advisor who arranged this insurance.

### Reading the Policy

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any **Endorsements** periodically to ensure that the **Policy** meets with **Your** requirements.

In the event that the **Policy** does not meet with **Your** requirements and/or that **You** are unable to comply with any of the obligations, terms and conditions, **You** should immediately advise **Your** insurance advisor. The **Insurer(s)** will then decide whether or not to agree to a variation of the policy. However, the terms of the **Policy** will remain effective unless the **Insurer(s)** have agreed to a variation in writing.

## Authorised Policy

In consideration of the payment by **You** of the premium specified in the **Schedule** the **Insurer(s)** agree (subject to the terms, conditions and exclusions of the **Policy**) to cover **You** against **Damage**, accident or **Injury** occurring during the **Period of Insurance**.

Provided always that: -

- (i) The liability of the **Insurer(s)** will not exceed the **Sums Insured** or **Limits of Indemnity** stated in the **Schedule** or such other **Sums Insured** or **Limits of Indemnity** as maybe substituted by **Endorsement** or attached to the **Policy**;
- (ii) This **Policy** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**

Any dispute arising out of or in connection with this **Policy** shall be subject to and interpreted solely in accordance with the laws of England and Wales. **You** and the **Insurer(s)** agree that all disputes arising out of or in connection with the **Policy** will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause (as documented in the **Policy** Conditions section within this **Policy**).

### Statutory Status Disclosure

**Your Policy** is arranged by Commercial Express Quotes Limited who are an insurance intermediary and act as **Our** agent in respect of this insurance.

Commercial Express Quotes Limited is registered in England under company number 03862468 and is authorised and regulated by the Financial Conduct Authority No 311067. The registered office of Commercial Express Quotes Limited is:

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

This insurance is provided by Certain Underwriters at Lloyd's led by The Carbon Property Consortium 4996, which is led by Carbon Syndicate 4747. 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.

**You** can search the financial services register at [register.fca.org.uk/s/](https://register.fca.org.uk/s/)

This is to certify that in accordance with the authorisation granted under contract to Commercial Express Quotes Limited (the coverholder) to operate a binding authority underwriting agreement and to act on behalf of **Insurers** whose names and proportions underwritten by them are supplied within the **Schedule** attaching to this **Policy** the said **Insurers** are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

### Several Liability Notice

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.

## Important Information

### How to make a claim

The Claims Conditions Section of this **Policy** explains who **Our** claims representatives are, how to make a claim, and the conditions that **You** must comply with relating to the claims process.

Please ensure that **You** read and understand the Claims Condition Section in this **Policy**. For ease, **We** have restated the contact methods available for **Our** claims representatives below.

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

	Telephone	E-mail
Claims	+44 (0) 1732 520288	<a href="mailto:New.claim@woodgate-clark.co.uk">New.claim@woodgate-clark.co.uk</a>
Out of Office	+44 (0) 1732 520288	

### How to make a complaint

**We** are dedicated to providing a high-quality service and **We** want to ensure that **We** maintain this at all times. If **Our** service or that of one of **Our** insurer partners does not meet **Your** expectations, **We** want to hear about it so **We** can put things right.

**Our** complaints procedure can be found in the Complaints Procedure Section in this **Policy**.

## Policy Definitions

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

### Asbestos

Asbestos fibres or particles or any derivatives of asbestos, including any product or material containing asbestos, asbestos fibres or particles, or any derivatives of asbestos.

### Building(s)

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.

### Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing, and installation of cavity wall insulation.

### Business

The ownership of the Industrial, **Unoccupied** or Commercial **Property** including;

- a) maintenance and security of the **Property**
- b) the provision and management of fire, security, first aid, medical and ambulance services

### Consequential Loss

Any loss which happens as a result of, or is a side effect of, an event for which **You** are insured.

### Damage

Physical loss, damage or destruction.

### Deep Fat Frying

Any cooking using a fryer other than a domestic table top basket fryer.

### Employee(s)

- a) Any person under a contract of service or apprenticeship with **You**
- b) Any person who is hired to or borrowed by **You**
- c) Any person engaged in connection with a work experience or training scheme
- d) Any labour master or person supplied by him
- e) Any person engaged by labour only sub-contractors
- f) Any self-employed person working on a labour only basis under **Your** control or supervision
- g) Any voluntary helper while working for **You** in connection with the **Business**

### 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**.

### Excess

The amount **You** will have to pay towards each separate claim.

### Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

## Policy Definitions (continued)

### Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which the results of the **Business** shall be affected in consequence of the **Damage**.

### Injury

Bodily injury, death, disease, illness or nervous shock.

### Insured Event

The words **Insured Event** will 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. it 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
- h) storm or flood excluding:  
**Damage** attributable solely to a change in the water table level
- i) overflowing, discharge or leaking of any sprinkler apparatus
- j) escape of water or oil from any tank, apparatus or pipe
- k) impact by any road vehicle (including goods falling from them) or animal, not belonging to **You** or under **Your** control, falling trees, branches and falling aerials but excluding **Damage** arising from the weight of any vehicle
- l) **Subsidence**  
**We** will pay for **Damage** caused by **Subsidence** or **Heave** of the site the **Buildings** stand on or **Landslip** subject to the following exclusions:
  - 1. **Damage** caused by or resulting from the **Settlement** or movement of made up ground or coastal or river or watercourse erosion
  - 2. **Damage** caused by faulty design, workmanship or material
  - 3. **Damage** caused by demolition of or alterations or repairs to the **Buildings**
  - 4. **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are **Damaged** at the same time and by the same cause
  - 5. **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Buildings** were **Damaged** at the same time and by the same cause
  - 6. **Damage** which originated prior to the inception of this cover
  - 7. **We** will not pay for normal **Settlement** or bedding down of new structures

## Policy Definitions (continued)

m) Accidental Damage - (This operates only if stated in the **Schedule**)-

We will pay for accidental **Damage** to the **Buildings** or **Landlord's Contents** subject to the following exclusions:

1. We will not pay for faulty or defective design materials or workmanship, inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear, tear or frost.
2. We will not pay for explosion caused 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.
3. We will not pay for **Damage** caused by collapse or cracking of the **Buildings**.
4. We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects or scratching.
5. We will not pay for acts of fraud or dishonesty.
6. We will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
7. We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers.
8. We will not pay for mechanical or electrical breakdown or failure of machinery or equipment.
9. We will not pay for bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes occurring whilst the whole of the **Buildings** are **Unoccupied**.
10. We will not pay for normal **Settlement** or bedding down of new structures.
11. We will not pay for **Damage** to property as a result of its undergoing any process.
12. We will not pay for **Damage** to vehicles licensed for road use (including their accessories), caravans, trailers, railway, locomotives or rolling stock, watercraft or aircraft.
13. We will not pay for property or structures in the course of construction or erection.
14. We will not pay for any **Damage** specifically excluded elsewhere under this **Policy**.
15. We will not pay for **Damage** caused by tearing or fouling or chewing by animals.
16. We will not pay for **Damage** to the interior of any **Building** or to the **Landlords Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Building**, first sustains storm **Damage** to its roof through which the rain, snow, sand or dust enters.
17. We will not pay for the cost of general maintenance or upkeep.

### Landlords Contents

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 the **Insurer(s)**.

### Landslip

Downward movement of sloping ground.

### Occupied

**Buildings** that are used by **You** or any other party for:

- a) the operation of a business, and/or
- b) accommodation, and/or
- c) storage facilities

other than for security protection of the **Premises** as agreed by **Insurer(s)**.

### Period of Insurance

The period of insurance specified in the **Schedule**



## Policy Definitions (continued)

### Policy

The entirety of the **Policy**, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time during the **Period of Insurance**).

All references to the terms, conditions and exclusions of the **Policy** shall be considered as referring to the entire **Policy**.

### Premises

The address(es) specified in the **Schedule**.

### Property Insured

The **Buildings** and **Landlords Contents** at the **Premises** specified in the **Schedule** and to the extent they are included in the **Schedule**.

### Renovation

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c., bath and shower, carpeting, internal joinery, plastering, rewiring, installation/repair of central heating and external window replacement but excluding:

- (i) **Building Works**, and
- (ii) **Renovation** forming part of a **Building Works** contract or project.

### Schedule(s)

The document showing **Your** name, the **Premises**, the **Sum Insured/Limit of Indemnity**, the **Period of Insurance** and the sections of this insurance which apply.

### Settlement

Downward movement as a result of the ground being compressed by the weight of the **Buildings** within 10 years of construction.

### Shop Front Windows

Display window glass

### Subsidence

Downward movement of the ground beneath the **Buildings** where the movement is unconnected with the weight of the building.

### Sum Insured/Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant section of this **Policy** or items insured.

### Territorial Limits

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

### Terrorism

An act, including but not limited to the threat and/or the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Unoccupied

**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, <b>Subsidence</b> , <b>Landslip</b> and <b>Heave</b> . Section 1 Extensions of Theft of Keys, Extinguishment and Alarm Resetting Expenses, <b>Buildings</b> – 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, <b>Subsidence</b> , <b>Landslip</b> and <b>Heave</b> . Section 1 Extensions of Theft of Keys, Extinguishment and Alarm Resetting Expenses, <b>Buildings</b> – Boarding up of Glass and Property Owners Liability
Option 3	Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, <b>Subsidence</b> , <b>Landslip</b> and <b>Heave</b> , 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 <b>You</b> or under <b>Your</b> control, falling trees, branches and falling aerials. Section 1 Extensions of Theft of Keys, Extinguishment and Alarm Resetting Expenses, <b>Buildings</b> – Boarding up of Glass and Property Owners Liability.

## **Policy Definitions (continued)**

### **We/Us/Our/Insurer(s)**

Certain Underwriters at Lloyd's led by The Carbon Property Consortium 4996, which is led by Carbon Syndicate 4747.

### **You/Your/Insured**

The firm, company, entity or individual named in the **Schedule**.

## Section 1 - Buildings

The following cover applies only if the **Schedule** shows the section is included:

### Definitions specific to this section

#### **Architects Surveyors Legal and Consulting Engineers Fees**

The cost of employing architects, surveyors, lawyers, and consulting engineers, in the reinstatement or repair of the **Buildings** as a result of **Damage** covered under this **Policy** but not for preparing any claim.

#### **Cost of Reinstatement**

- i) the rebuilding or replacement of property lost or destroyed which provided the **Insurer(s)** liability is not increased may be carried out:
  - a. in any manner **You** and the **Insurer(s)** agree
  - b. on another site agreed by both **You** and the **Insurer(s)**
- ii) the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris**, European Union and Public Authorities Legislation, **Architects, Surveyors, Legal and Consulting Fees**

#### **Customers Accounts**

All the credit accounts of **Your** business.

#### **Outstanding Debit Balances**

An estimate of the total debit declared at the time of **Damage** adjusted for:

- a) bad debts;
- b) amounts debited or invoiced but not debited and credited, including credit notes and money not passed through **Your** books of accounts at the time of **Damage** to **Customers Accounts** in the period between the last statement date and the **Damage**;
- c) any abnormal condition of trade which had or could have had a material effect on **Your Business**, so that the figures adjusted shall represent as nearly as practicable those which would have applied at the time of **Damage**.

#### **Removal of Debris**

Costs and expenses necessarily incurred by **You** with the consent of the **Insurer(s)** in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the **Buildings**
- d) clearing drains, sewers and gutters at the **Premises**

following an **Insured Event** which results in a valid claim under this **Policy**

The **Insurer(s)** will not pay for any costs or expenses;

- 1) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by this section

### Cover

**Insurer(s)** agree that if during the **Period of Insurance**, an item of **Buildings** at the **Premises** sustains **Damage** due to an **Insured Event**, then following a valid claim under this **Policy** the **Insurer(s)** will pay **You**: -

- (i) the **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the "Reinstatement Conditions" as detailed within this **Policy** section.
- (ii) Where reinstatement or replacement of the **Buildings** does not take place in accordance with (i) above for any reason the "Alternative Basis of Settlement Condition" as detailed within this **Policy** section, will apply.

### Extensions applying to this Section

The terms, Conditions and Exclusions of this **Policy** and/or Section apply to these extensions.

## Section 1 – Buildings (continued)

### 1. Trace and Access

Following an **Insured Event**, **We** will cover the costs necessarily and reasonably incurred, with **Our** prior consent, in locating the source of any escape of water from fixed domestic water services or heating installations, and/or escape of fuel oil. This includes the costs of subsequent repairs to walls, floors, or ceilings caused by such escapes.

However, this extension does not cover:

- a) The cost of repairing the fixed domestic water services or heating installations themselves.
- b) Accidental **Damage** to cables, underground pipes, and drains serving the **Premises**.

**Our** maximum liability under this extension shall not exceed £25,000 for any one occurrence.

This extension will not operate when the **Buildings** are **Unoccupied**.

### 2. Additional Metered Supply Charges

Following an **Insured Event**, **We** will provide cover for additional metered charges, incurred by **You** or for which **You** are responsible, as a result of **Damage** at the **Premises**.

**Our** maximum liability shall not exceed £25,000 in respect of any one occurrence, but excludes all and any claims:

- i) where following discovery no remedial action is taken within 7 days of the discovery of the **Damage**;
- ii) costs relating to oil not used for domestic purposes.

This extension will not operate when the **Buildings** are **Unoccupied**.

### 3. Accidental Damage to underground services

**We** will pay **You** the costs necessarily incurred by **You** for the repair, caused by accidental **Damage**, to cables, underground pipes and drains (including hatches and covers) servicing the **Buildings** provided that the **Damage** to any part of the cable or service pipe is not within the **Buildings**.

**Our** maximum liability under this extension shall not exceed £10,000 for any one occurrence.

This extension will not operate when the **Buildings** are **Unoccupied** unless **Unoccupied Cover** option 2 is selected in **Your Schedule**.

### 4. Unauthorised use of electricity gas or water

**We** will cover the cost of metered electricity, gas, or water for which **You** are legally responsible, resulting from unauthorised use by persons occupying or taking possession of **Your Premises** without **Your** consent, provided that **You** take all practical steps to terminate such unauthorised use as soon as **You** become aware of it.

**Our** maximum liability under this extension shall not exceed £5,000 for any one occurrence.

This extension will not operate when the **Buildings** are **Unoccupied**.

### 5. Damage to Landscaped Gardens

Following an **Insured Event**, **We** will pay for the cost of restoring any **Damage** to landscaped gardens including trees, for which **You** are legally responsible, caused by the Emergency Services attending the **Premises** as a result of **Damage** covered under this section.

Provided that the maximum amount payable does not exceed £25,000 for any one occurrence.

This extension will not operate when the **Buildings** are **Unoccupied**.

## Section 1 – Buildings (continued)

### 6. Theft of Keys

We will cover the reasonable and necessary costs You incur in replacing the locks or changing parts of the locks if the keys to the **Buildings** are stolen from You or any partner, Director or **Employee** or there is reasonable evidence that the keys have been duplicated by an unauthorised person.

Our maximum liability under this extension shall not exceed £5,000 for any one occurrence.

### 7. Extinguishment and Alarm Resetting Expenses

Following an **Insured Event**, We will pay the costs incurred by You for refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms as a result of **Damage** to the **Property Insured**.

### 8. Buildings – Boarding up of Glass.

We will pay the costs incurred by You for:

- a) The cost of boarding up rendered necessary by such breakage of glass in the **Building**
- b) The reasonable cost of refitting alarm foil consequent upon the breakage of glass in the **Building**

We will not pay for;

1. The amount of the **Excess** specified in the **Schedule**
2. **Consequential Loss** of any kind and every description
3. Any breakage arising directly or indirectly from: -
  - i) alterations or repairs to the **Premises** occurring whilst the **Premises** are empty or not in use
  - ii) defects in frames, framework or other fittings.
  - iii) **Shop Front Windows** whilst the **Building** is **Unoccupied**

### 9. Landlords Contents

Following a valid claim under this **Policy**, this section extends to include **Damage** to **Landlords Contents** up to the **Sum Insured** stated in the **Schedule**. However, if, at the time of any **Damage**, the **Sum Insured** stated in the **Schedule** is less than the full value of the **Property Insured** by that item, the amount payable by the **Insurer(s)** will be proportionately reduced.

### 10. Book Debts

In the event of **Damage** to Your books of account or other **Business** books or records at the **Premises**, or any premises occupied by persons acting on Your behalf to which Your **Business** records are temporarily removed, or in transit, within the **Territorial Limits** during the **Period of Insurance** and You being unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to You then the **Insurer(s)** will pay to You the amount of loss resulting from such **Damage** in accordance with the provisions herein contained. Provided that the liability of the **Insurer(s)** shall not exceed:

- a) the Total **Sum Insured** stated in the **Schedule** at the time of the **Damage**
- b) the **Sum Insured** remaining after deduction for any other **Damage** during the same **Period of Insurance**, unless the **Insurer(s)** shall have agreed to reinstate any such **Sum Insured**.

The insurance hereunder is limited to the loss sustained by the **Insured** in respect of **Outstanding Debit Balances** directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed;

- a) the difference between:
  - a) **Outstanding Debit Balances** and
  - b) the total of the amounts received or traced in respect thereof
- b) the additional expenditure necessarily and reasonably incurred with the **Insurer(s)** consent in tracing and establishing customers' debit balances after the **Damage** provided that if the **Sum Insured** by this Item be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

The **Insurer(s)** will pay the reasonable charges payable by You to their professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the **Insurer(s)** under the terms of this **Policy** and reporting that such particulars or details are in accordance with Your books of account or other **Business** books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this section shall in no case exceed the Total **Sum Insured** hereby.

## Section 1 – Buildings (continued)

The **Insurer(s)** will not pay for:

- i) records being mislaid or misfiled;
- ii) the deliberate falsification of records, or by any bookkeeping, accounting, or other error or omission
- iii) dishonest or fraudulent act by **You** or by any person acting on **Your** behalf.

### 11. Automatic Reinstatement

In the absence of written notice from **Us** or **You** to the contrary, the **Sum Insured** by this section will not be reduced by the amount of agreed claim settlement and in return **You** agree to pay an additional premium on the amount of the agreed claim settlement effective from the date of the **Insured Event**.

### 12. Automatic Cover - Newly Acquired/Newly Completed Redeveloped or Refurbished Properties

**We** will provide cover:

- 1) from the date of exchange of contracts for **Premises** newly acquired by **You**; or
- 2) from the date of practical completion for **Premises** previously insured under a construction policy within the **Territorial Limits** provided that **Your** interest is not otherwise insured anywhere in the **Territorial Limits**

provided that:

- i) as soon as reasonably practicable **You** shall notify Commercial Express Quotes Limited, via **Your** insurance advisor of each **Premises** and arrange specific cover with **Us**.
- ii) the cover under this extension shall operate for a maximum period of 30 days from the date set out in 1) or 2) above, as applicable
- iii) this insurance shall not apply in respect of any cause or cover otherwise excluded from these sections of the **Policy**
- iv) **Our** liability for all losses or series of losses arising directly from the same originating cause for Section 1 - **Buildings** and Section 2 - Rental Income shall not exceed £500,000 any one premises
- v) in respect of any **Premises** purchased for refurbishment or redevelopment, indemnity basis as set out in basis of settlement shall apply in respect of **Buildings** and in respect of any **Premises** purchased and due for demolition the basis of settlement shall be the additional costs associated with clearing and securing the **Buildings**.

The cover provided under this extension shall be subject to the terms, conditions and exclusions of the **Policy**.

### 13. Inadvertent Omission to Insure

**We** will cover any premises in the **Territorial Limits** which **You** own or for which **You** are responsible to insure which **You** have inadvertently failed to insure under this **Policy**.

Provided that:

- i) **You** immediately, upon becoming aware of any premises not insured, arrange insurance with **Us**, with effect from inception of this **Policy**, or the date upon which the insurance should have been arranged, whichever is the later;
- ii) **You** carry out, at not less than annual intervals, a check of all properties owned or leased by **You** for which **You** are responsible to ensure that effective insurance is in force for such properties;
- iii) this extension shall not apply to any premises covered under Newly Acquired/ Newly Completed Redeveloped or Refurbished Properties extension;
- iv) **You** agree to pay the appropriate premium from the date upon which the insurance of the property became **Your** responsibility;
- v) **We** are the sole provider of building insurance in respect of all of **Your** rental properties and where **You** have an obligation to arrange such insurance.
- vi) **Our** liability for all losses or series of losses arising directly from the same originating cause for Section 1 -**Buildings** and Section 2 – Rental Income shall not exceed £500,000 any one premises;
- vii) in respect of any **Premises** purchased for refurbishment or redevelopment, cover is limited to the Alternative Basis of Settlement condition (as set out in basis of settlement) and in respect of any premises purchased and due for demolition the basis of settlement shall be the additional costs associated with cleaning and securing the buildings.

The cover under this extension shall be subject to all the terms, conditions and exclusions of this **Policy**.

### 14. Alternative Accommodation

Following an **Insured Event**, **We** will pay, with **Our** consent, the costs reasonably and necessarily incurred in respect of alternative accommodation, whilst the residential **Building** or residential portion of the **Building** is uninhabitable following **Damage**.

The maximum period during which payment will be made under this extension will not exceed 24 months from the date of **Damage** and **Our** liability will not exceed 20% of the **Sum Insured** applicable to the residential **Building** or residential portion of the **Building** that has been **Damaged**.

## Section 1 – Buildings (continued)

### 15. Fly Tipping

We will pay the costs reasonably and necessarily incurred with **Our** consent, in respect of the clearing and removing any property illegally deposited in or around the **Premises**.

**Our** maximum liability shall not exceed £5,000 for any one occurrence.

### 16. Accidental Breakage of or Damage to Fixed Glass or Fixed Sanitary ware

We will cover **Damage**, for which **You** are responsible, to:

1. all fixed plain sheet and/or plain plate glass in windows, doors, fanlights, skylights, partitions, furniture, displays show cases, counters shelves
2. neon and/or illuminated signs
3. electric light fittings
4. fixed sanitary ware.

Following such **Damage**, **We** will also cover costs necessarily and reasonably incurred for:

- a) Repair or replacement of any lettering, embossing, beading, silvering, or ornamental work, up to a maximum limit of £1,000 for any one occurrence.
- b) **Damage** to goods displayed, up to a maximum limit of £1,000 for any one occurrence, provided such **Damage** was not directly caused by **Insured Event f**: theft or attempted theft.

This cover does not apply to **Damage** caused by or arising from:

1. Repairs, alterations or other fitting work to the **Premises**.
2. Defects in frames and framework.
3. Any **Unoccupied Building**.
4. Faulty or defective workmanship by **You** or any of **Your Employees**.
5. Wear, tear, gradual deterioration or mechanical or electrical breakdown of neon and illuminated signs and electric light fittings
6. Accidental breakage of or **Damage** to **Shop Front Windows** unless a **Sum Insured** is stated in the **Schedule**.

### 17. Loss of Keys

We will pay the costs reasonably and necessarily incurred for replacement locks and **Keys**, in respect of doors and windows for which **You** are responsible and which are necessary to maintain the security of the **Premises**:

1. following the accidental loss of **Keys**.

**Our** maximum liability shall not exceed £5,000 for any one occurrence.

For the purposes of this extension the definition of **Keys** is:

Any device used to open a lock, including but not restricted to any electronic device, key card or remote control transmitter.

### 18. Other Interests

The interest of third parties which **You** are required to include in this **Policy** under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement, are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

### 19. Non-Prejudice to Mortgagees' and Lessors' Interests

The act or neglect of any mortgagor, leaseholder, lessee or occupier of any **Building** insured under this **Policy**, whereby the risk is increased without the authority or knowledge of any mortgagee, freeholder or lessor, will not prejudice the interest of any mortgagee, freeholder or lessor in this insurance, provided they notify Commercial Express Quotes Limited, via **Your** insurance advisor, immediately on becoming aware of such increased risk and pay an additional premium, if required.

### 20. European Union and Public Authorities

Following an **Insured Event**, **We** will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the legislation of:

## Section 1 – Buildings (continued)

- 1) European Union; or
- 2) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority in respect of the **Damaged** property.

Excluding;

- a) the cost incurred in complying with the legislation:
  - i. in respect of **Damage** occurring prior to the granting of this extension;
  - ii. in respect of **Damage** not insured by this section;
  - iii. under which notice has been served upon **You** prior to the happening of the **Damage**;
  - iv. for which there is an existing requirement which has to be implemented within a given period;
  - v. in respect of property entirely undamaged by any **Insured Event** covered under this **Policy**;
- b) the additional cost that would have been required to make good the **Damaged** property to a condition equal to its condition when new, had the necessity to comply with the legislation not arisen;
- c) the amount of any charge or assessment arising from capital appreciation which may be payable in respect of the property, or by the owner of such property, by reason of compliance with the legislation.

### 21. Reinstatement to match

Following an **Insured Event**, **We** will cover **You** for the cost of replacement or modification of non damaged parts of the **Buildings** that form part of a suite, common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part.

Provided always that **Our** liability will in no case exceed 10% of the **Sum Insured** for any one occurrence or the amount that would have been payable had the suite, common design or function been wholly destroyed, whichever is the less.

### 22. Removal of Tenant Debris

Following an **Insured Event**, **We** will cover the reasonable and necessary costs that **You** incur, with **Our** prior consent, for the removal of tenant debris following **Damage**, provided such costs are not otherwise recoverable by **You**.

**Our** maximum liability under this extension shall not exceed £10,000 for any one occurrence.

### 23. Removal of nests

**We** will cover the reasonable and necessary costs that **You** incur, with **Our** prior consent, for the removal of bees, wasps and hornets' nests from the **Premises**.

**Our** maximum liability under this extension shall not exceed £1,000 for any one occurrence.

### 24. Removal of Vermin

**We** will cover the reasonable and necessary costs **You** incur, with **Our** prior consent, if **You** are required by a local authority or similar body to remove vermin from any **Building** insured under this **Policy**.

**Our** maximum liability under this extension shall not exceed £1,000 for any one occurrence.

### 25. Sprinkler Upgrade Costs

Following an **Insured Event**, **We** will cover the additional costs of reinstatement incurred with **Our** consent, to upgrade a sprinkler installation to comply with the current edition of the Loss Prevention Council (LPC) Sprinkler Rules, including all relevant Technical Bulletins.

**Our** maximum liability under this extension shall not exceed £25,000 during any one **Period of Insurance**.

### 26. Temporary Removal

**We** will cover **Damage** to any parts of the **Building** and, if included, **Landlords Contents** that are temporarily removed from the **Premises** for cleaning, renovation or repair, whether elsewhere or in transit, within the **Territorial Limits**.

**Our** maximum liability under this extension shall not exceed 10% of the **Sum Insured** for the relevant **Building** as stated in the **Schedule**.

This extension does not cover any property that is insured on another policy.



## Section 1 – Buildings (continued)

### 27. Transfer of Interest

Following an **Insured Event**, If, at the time of **Damage**, **You** have contracted to sell **Your** interest in any insured **Building**, but the purchase has not yet been completed, then upon completion of the purchase and provided there is no other insurance policy covering the purchaser against the same **Damage**, the purchaser will be entitled to the benefit of this section.

This entitlement will apply only to the **Damage** occurring prior to completion and is without prejudice to the rights and liabilities of either **You** or **Us** under this section up to the date of completion.

### 28. Illegal Cultivation of Drugs

**We** will pay for the clean-up costs and remedial work in reinstating **Your Building(s)** back to its original condition if **Your** tenant alters the **Building(s)** without **Your** knowledge for the manufacture, cultivation, harvesting, or processing by any other method, of drugs classed as controlled substances under the Misuse of Drugs Act 1971, Misuse of Drugs Regulations 2001, or any subsequent legislation provided that **You** comply with the Illegal Cultivation of Drugs Condition in this **Policy** (refer to the Policy Conditions Section).

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

This extension will not operate when the **Building(s)** are **Unoccupied**.

### Exclusions applying to this section

The following exclusions apply to this section:

- a. The amount of the **Excess** stated in the **Schedule**
- b. Loss of market and **Consequential Loss** of any and every description
- c. **Property Insured** more specifically by or on behalf of **You** or more specifically covered under another section of this **Policy**
- d. **Damage** to any **Property Insured** directly or indirectly caused by or contributed to by:
  - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice (a quality in property that causes it to **Damage** or destroy itself), unless resulting from **Damage** not otherwise excluded
  - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from **Damage** not otherwise excluded
  - iii) change in climatic or atmospheric conditions or in water table levels
  - iv) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and outbuildings.
  - v) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
  - vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
  - vii) theft or attempted theft following:
    - a) **Damage** unless the **Buildings** were entered using forcible and violent means
    - b) Theft or attempted theft caused by a person authorised to be in any part of the **Buildings**
  - viii) any loss in excess of £5,000 for **Damage** caused by malicious persons authorised to be in the **Buildings** at the time of the **Damage**
  - ix) any undamaged part or item forming part of a set (other than the cover provided for under Section 1 Buildings – Extensions - Reinstatement to Match)

## Section 1 – Buildings (continued)

x) **Damage to:**

- a) property or structures in course of construction or erection and materials or supplies in connection with all such property, and
- b) land, piers, jetties, bridges, culverts or excavations

e. **Damage to Shop Front Windows** in respect of **Unoccupied Buildings**

f. **Damage to Buildings** caused by or arising from the following **Insured Events** in respect of **Unoccupied Buildings** or parts of **Unoccupied Buildings**

- a) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
- b) theft or attempted theft
- c) earthquake
- d) storm or flood
- e) overflowing, discharge or leaking of any sprinkler apparatus
- f) escape of water or oil from any tank, apparatus or pipe
- g) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches, telegraph poles, lampposts or pylons and falling aerials

unless **Unoccupied Cover** Option 3 (wider perils) is selected in **Your Schedule** and the **Insured Event** is shown as included within **Unoccupied Cover** Option 3

### **Basis of Settlement**

**1. Reinstatement Conditions**

- i) The **Insurer(s)** liability for the repair or replacement of **Buildings Damaged** in part only will not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment will be made under this condition: -
  - a. unless reinstatement commences without unreasonable delay;
  - b. until the **Cost of Reinstatement** has actually been incurred;
  - c. if the **Buildings** at the time of the **Damage** are insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to the **Insurers** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

**2. Alternative Basis of Settlement Condition**

Where **Cost of Reinstatement** is not applied **Insurers** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** arising out of an **Insured Event** which results in a valid claim under this **Policy** then **Insurers** will pay **You**, whichever is the lesser of:

- (i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- (ii) the reduction in value of the **Property Insured**, or
- (iii) if i) or ii) above is not applied, the basis of settlement that both **You** and the **Insurers** agree upon

Subject always to **Insurers** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

### **Limit of Indemnity**

**Insurers** liability in respect of all incidents of **Damage** to an item of **Buildings** during the **Period of Insurance** will be limited as follows:

- i) If an individual **Sum Insured** is specified on the **Schedule** for that item, **Insurers** liability will be limited to that **Sum Insured**;
- ii) In any event, **Insurers** liability will in no circumstances exceed, the total **Sum Insured** for the category of **Buildings** on the **Schedule** under which that item falls.

## Section 1 – Buildings (continued)

But: -

- (i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **Insurers** will not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
- (ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Insurers** liability will be limited to **Removal of Debris**.

### Conditions applying to this section

#### **Average Clause**

Each item insured under this section is declared to be separately subject to the following Condition of Average

If at the time of any **Damage** the **Cost of Reinstatement** of the whole of the **Buildings**, in a new condition similar in size, shape and form, is more than the **Sum Insured**, **We** will pay only for the loss in the same proportion. For example, if **Your Sum Insured** only covers two-thirds of the cost of rebuilding the **Buildings**, **We** will only pay two-thirds of the claim.

The **Excess** will not be reduced in the event that the **Average** clause applies to **Your** claim.

If the “Alternative Basis of Settlement Condition” is applied this Average clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to **Average**.

#### **Designation of Property**

**We** agree for the purpose of determining an item heading for any **Buildings** insured, to accept the designation of such property stated in **Your** accounts. All items for which **You** are responsible for, under the terms of the lease between **You** and the lessee are also accepted.

#### **Index Linking**

An adjustment in the **Sums Insured** shown on the **Schedule** will automatically be applied in line with the relevant recognised index when **Your Policy** renews, which reflect changes in rebuilding costs, replacement costs, or general price levels.

For **Your** protection **We** will not reduce **Your Sums Insured** if the index moves down unless **You** ask **Us** to.

Although Index Linking applies, **You** must ensure **Your Buildings Sum Insured** is adequate.

#### **Other Insurances**

If at the time of **Damage** resulting in a loss under this section there is any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Insurer(s)** will be limited to its rateable proportion of such loss.

#### **Subrogation Waiver**

In the event of a claim arising under this section the **Insurer(s)** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against;

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act 2006 or the Companies (N.I.) Order 1986 or any subsequent act or order current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which **You** a Subsidiary in each case within the meaning of the Companies Act 2006 or the Companies (N.I.) Order 1986 or any subsequent act or order current at the time of **Damage**
- c) any tenant provided that;
  - i) the **Damage** did not result from a criminal, fraudulent or malicious act of the tenant and
  - ii) the tenant has contributed to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

#### **Value Added Tax**

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this section will be exclusive of such tax.

## Section 2 - Rental Income

The following cover applies only if the **Schedule** shows the section is included:

### Definitions applying to this section

#### **Annual Gross Rentals**

The **Gross Rentals** during the twelve months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

#### **Gross Rentals**

The money paid or payable to **You** for tenancies and associated income derived from the letting of the **Premises**

#### **Standard Gross Rentals**

The **Gross Rentals** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Where a valid claim arises before the end of the first trading year of the **Business** the definition of **Standard Gross Rentals** will mean, the proportional equivalent for a period equal to the indemnity period of the **Gross Rentals** earned during the period between the start of the **Business** and the date of the **Damage**.

### Cover

Following **Damage** to the **Property Insured** by an **Insured Event** under Section 1 – Buildings and the **Business** at the **Premises** stated in the **Schedule** being interrupted or interfered with the **Insurer(s)** will (subject to the terms, definitions, exclusions and conditions of the **Policy**) pay **You** the amount of loss arising as a result in accordance with the following provisions.

The insurance is limited to loss due to;

- i) loss of **Gross Rentals**
- ii) increase in cost of working

and the amount payable as indemnity thereunder shall be;

- i) the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
- ii) the additional expenditure necessarily and reasonably incurred including the cost of re-letting the **Premises** (including legal fees) for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided less any sum saved during the **Indemnity Period** in respect of such charges or expenses of the **Business** as may cease or be reduced in the consequence of the **Damage** provided that;
  - 1) payment shall have been made or liability admitted under Section 1 of this **Policy** in respect of such **Damage**
  - 2) if the **Sum Insured** by this section be less than the **Annual Gross Rentals** the amount payable shall be proportionately reduced.

**You** must show that before the **Damage Gross Rentals** would have been earned and **You** will be required to support a claim for loss of **Gross Rentals** by submitting reasonable evidence of the amount of **Gross Rentals** and the date from which it would have been earned.

The **Insurer(s)** will have regard;

- a) to actual negotiations with prospective tenants both before and after **Damage**
- b) for demand for similar accommodation in the locality
- c) of the general level of rents applying

## Section 2 - Rental Income (continued)

If required by the **Insurer(s)**, a professional valuer acceptable to both **You** and the **Insurer(s)** will be appointed to provide a report to determine that the amount of **Gross Rentals** being claimed is reasonable and such fees will be included in the indemnity under this Clause.

Provided that:

- (i) **We** will not pay for **Gross Rentals** or increase cost of working to any **Premises** or part of any **Premises** that were **Unoccupied** immediately before the **Insured Event**.
- (ii) **We** will not pay for **Gross Rentals** or increase cost of working after **We** consider the **Building(s)** are fit to be let.
- (iii) **We** will not pay for **Gross Rentals** or increase cost of working arising from any **Premises** or part of any **Premises** occupied by **You**.

### Limit of Liability

The most **We** will pay under this section is the **Sum Insured** for each item stated in the **Schedule** during any one **Period of Insurance**, or any limit stated in any extension and/or **Endorsement** to this Section.

### Extensions applying to this section

The terms, Conditions and Exclusions of this **Policy** and/or Section apply to these extensions.

#### Accelerated Reinstatement Expenditure

This section extends to include the further additional expenditure necessarily and reasonably incurred with **Our** prior consent, during the **Indemnity Period**, solely in consequence of the **Damage**, to avoid or minimise any loss of **Gross Rentals** that are not recoverable by **You** under this or any other policy during the period of twelve months immediately after the expiry of the **Indemnity Period**, but not exceeding the loss of **Gross Rentals** thereby avoided during that period of twelve months by **You**.

#### Boiler Explosion

This section extends to include loss of **Gross Rentals** following **Damage** resulting from the explosion of any boiler or economiser within a residential **Premises** belonging to **You** or under **Your** control.

#### Buildings Awaiting Sale

If at the time of **Damage** **You** have contracted to sell the **Premises** or have accepted an offer in writing to purchase the **Premises** subject to contract, where that sale is cancelled or delayed solely due to the **Damage** at **Your option** **We** will pay either:

- a) prior to the date upon which but for the **Damage** the **Premises** would have been sold the loss of rent being the actual amount of the reduction in **Gross Rentals**, solely in consequence of the **Damage**.
- b) during the period commencing with the date upon which but for the **Damage** the **Premises** would have been sold and ending with the actual date of sale, or with the expiring of the **Indemnity Period** if earlier;

the loss in respect of interest being:

- (i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **Business**;
  - (ii) the investment interest lost to **You** on any balance of sale proceeds after deduction of any capital borrowed as provided under (i) less any amount receivable in respect of **Gross Rentals**.
- c) the additional expenditure being the expenditure necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise loss payable under a) or b) above, but not exceeding the amount of loss avoided by such expenditure plus
    - 5% of the **Sum Insured** by the item, or
    - £250,000whichever is less.
  - d) the additional legal fees and other expenditure reasonably and necessarily incurred, solely as a result of the cancellation or delay in consequence of the **Damage**, but not exceeding either amount of the expenditure incurred immediately prior to the **Damage**, or £50,000 whichever is the less except
    - (i) the amount payable shall be adjusted to provide for any benefit derived by **You** from cancellation or delay in the sale, so that it represents nearly as may be reasonably practicable the actual loss suffered by **You**

## Section 2 - Rental Income (continued)

(iii) in the event of underinsurance, the amount payable shall be proportionately reduced.

Providing that the maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item under **Gross Rentals** insured under this Section is 200% of the **Sum Insured** stated in the **Schedule**.

**We** will not pay **You** under this extension unless **You** have made all reasonable efforts to complete the sale as soon as possible following the **Damage**.

### Denial of Access

This section extends to include loss of **Gross Rentals** if **You** or **Your** tenants cannot access or use **Your Building** due to the following events occurring at any premises within a 1-mile radius of **Your Building**:

- a) being occupied by terrorists or persons thought to be terrorists
- b) being unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- c) being thought to contain or actually containing a harmful device, provided that the police are immediately informed
- d) being closed down or sealed off in accordance with instructions issued by the police or any other statutory body except where the cause of such closure or sealing is due to the condition of the buildings or the business carried on within the buildings;
- e) **Your** or lessee's non-compliance with action taken as a result of drought or other hazards to health

Provided that:

- i) **We** shall not be liable for losses arising from any cause within **Your** control or the control of the lessee, or loss which is the direct result of repairs or maintenance being carried out to the property as a result of inherent defect or wear and tear.
- ii) the cover provided by items a) of this Extension is not subject to Policy Exclusion: **Terrorism** of this **Policy**.
- iii) where denial of access is caused by the threat of **Terrorism**, **Our** liability shall not exceed £100,000 for all losses or series of losses arising directly from the same originating cause

### Loss of Attraction

This section extends to include loss resulting from interruption of or interference with the **Business** due to **Damage** to property within a 1-mile radius of the **Premises** which:

- a) shall deter potential tenants whether **Your Premises** or **Your** property therein shall be **Damaged** or not.
- b) the turnover in any lessees business is affected and **Gross Rentals** are reduced.

The maximum amount payable under this extension in any **Period of Insurance** shall not exceed;

- i) £50,000 or the **Sum Insured** in respect of each **Premises** whichever is the lesser, any one occurrence
- ii) £250,000 in aggregate, in any **Period of Insurance**.

### Loss of Investment Income on Late Payment of Rent

If solely in consequence of **Damage**, **We** are providing indemnity under this **Policy** in respect of loss of **Gross Rentals** and the payment by **Us** to **You** is made later than the date upon which **You** would have normally expected to receive the **Gross Rentals** from a lessee, **We** will pay a further sum representing the investment interest lost to **You** during the delay period.

### Murder Suicide or Defective Sanitary Arrangements

The **Insurer(s)** shall cover **You** in respect of **Damage** resulting from interruption of or interference with the **Business** during the **Indemnity Period** following;

- a) Murder, manslaughter, suicide or rape in the **Premises**
- b) **Injury** or illness sustained by any person arising out of or traceable to foreign or injurious matter in food or drink provided in the **Premises**
- c) vermin or pests in the **Premises**
- d) the closing of the whole or part of the **Premises** by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the **Premises**

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three (3) months thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

### Failure of Public Supply

This section extends to include interruption of or interference with the **Business** caused by **Damage** as defined in this section giving rise to destruction or **Damage** to property at any;

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

## Section 2 - Rental Income (continued)

- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which **You** obtain electricity, gas, water or telecommunication services within the **Territorial Limits**.

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three (3) months thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

### Managing Agents and Insureds Own Premises

The **Sum Insured** for **Gross Rentals** includes loss resulting solely from **Damage** by any of the **Insured Events** for other property at any location in the **Territorial Limits**, owned or occupied by **You** or **Your** managing agent, for the purpose of **Your Business** in consequence of which **Gross Rentals** received by **You** are reduced subject to **Our** liability not exceeding £250,000 for all losses or series of losses arising directly from the same originating cause.

### Prevention of Access

This section extends to include loss of **Gross Rentals** arising from **Damage** caused by any **Insured Event**, and not otherwise excluded in this **Policy**, to property within a 1-mile radius of **Your Premises** which prevents or hinders the use of **Your Premises** or access to whether **Your Premises** shall be damaged or not.

The maximum amount payable under this extension is £50,000 in any one **Period of Insurance**.

### Professional Accountants Charges

This section extends to include fees during the **Indemnity Period** necessarily and reasonably payable with **Our** consent:

- a) by **You** to **Your** professional accountants for producing such information as may be required by **Us**, under the terms of the Claims Conditions and for reporting that such information with **Your** accountants;
- b) to **Your** lawyers for determining **Your** contractual rights under any rent cesser clause or insurance break clause contained in any relevant lease

but not for any other purpose in preparation of any claim.

## Conditions applicable to this section

### Other Insurances

If at the time of any **Damage** resulting in a loss under this section there be any other insurance effected by or on behalf of the covering such loss or any part of it the liability of the **Insurer(s)** will be limited to its rateable proportion of any such loss.

### Automatic Reinstatement

In the absence of written notice from **Us** or **You** to the contrary, the **Sum Insured** by this section will not be reduced by the amount of agreed claim settlement and in return **You** agree to pay an additional premium on the amount of the agreed claim settlement effective from the date of the **Insured Event**.

### Current Cost of Accounting

For the purpose of Section Definitions any adjustment implemented in current cost accounting shall be disregarded.

### Payments on Account

In the event of loss, the **Insurer(s)** will make monthly payments on account during the **Indemnity Period** to **You** if desired.

### Rent Free Period

If at the date of the **Damage** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the **Schedule** provided that the **Insurers** liability does not exceed the **Sum Insured** stated in the **Policy**.

### Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this section shall be exclusive of such tax.



## Section 3 - Property Owners Liability

The following cover applies only if the **Schedule** shows the section is included:

### Definitions applying to this section

#### **Pollution or Contamination**

- a. Pollution or contamination of buildings or structures or of water or land or the atmosphere, and
- b. All loss **Damage** or **Injury** directly or indirectly caused by or arising from such pollution or contamination.

#### **Principal**

Any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.

### Cover

The **Insurer(s)** will cover **You** against all sums **You** become legally liable to pay as damages and claimants' costs and expenses arising out of events occurring during the **Period of Insurance** in the course of the **Business** causing accidental;

- a) **Injury** to any person other than an **Employee**
- b) **Damage** to material property
- c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement (granted the legal right to use the **Premises**, but the legal title to the land itself remains with the owner of the land)
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits**

### Extensions applying to this section

The terms, Conditions and Exclusions of this **Policy** and/or Section apply to these extensions.

#### **Additional Persons Insured**

This section will extend to include in the event of the death, to any person entitled to indemnity under this section, the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request the **Insurer(s)** will provide cover under the terms of this section to any of **Your** directors, partners or **Employees** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule**

Provided always that;

- a) each such additional person insured must, as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b) the **Insurer(s)** will retain the sole conduct and control of all claims.

#### **Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the **Insurer(s)** in connection with a claim that **You** are entitled to indemnity under this section the **Insurer(s)** will provide compensation to **You** at the following rates per day for each day on which attendance is required;

- a. any director or partner of £500
- b. any **Employee** £250

#### **Cross Liabilities Clause**

If more than one of **You** is referred to in the **Schedule** each of **You** so named will be considered as a separate and distinct entity and the word **You** will be understood as applying to each of **You** in the same manner as if a separate **Policy** had been issued to each.

Provided always that the liability of the **Insurer(s)** for all damages payable as a result of any one occurrence or of all occurrences of a series resulting from or attributable to one source or original cause will not exceed in total the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.



## Section 3 - Property Owners Liability (continued)

### Data Protection

We will pay the amount of compensation which **You** are legally liable to pay in respect of **Damage** or non-material damage where such damage occurs during the **Period of Insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **You** and happens in connection with the **Business** provided that **You** comply with the Data Protection Condition in this **Policy** (refer to the Policy Conditions Section).

We will not provide cover under this extension:

- a) for any material or non-material damage caused by any fraud or dishonesty.
- b) for liability arising from the recording, processing, or provision of data for reward or to determine the financial status of any person.
- c) for any material or non-material damage caused by:
  - i) any deliberate, reckless, or negligent act of any of **Your Employees**; or
  - ii) any failure by an **Employee** to act in accordance with **Your** internal policies, procedures, and guidelines.
- d) fines or penalties imposed by a court
- e) for the costs of appeal against refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice.
- f) the cost of replacing, reinstating, rectifying, or erasing any personal data.
- g) for refunding of monies paid to **You** by any claimant.
- h) claims caused by or arising from any deliberate act, error, or omission where the results are intended or expected, or are reasonably foreseeable by **You**.
- i) for liability for which cover is provided under any other more specific insurance.
- j) for ten (10) percent of each claim subject to a minimum of £500 and a maximum of £5,000.
- k) more than £1,000,000 including costs and expenses as a result of all occurrences during any **Period of insurance**.

### Defective Premises Act

This section subject otherwise to the terms of the **Policy** and within the **Limit of Indemnity** extends to cover **You** against liability for **Injury or Damage** occurring during the **Period of Insurance** 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 relating to the **Business** and since disposed of by **You** provided that;

- a) this extension will not cover **You** in respect of **Damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect
- b) the **Insurer(s)** will not be liable under this extension if **You** are entitled to indemnity under any other insurance.

### Health & Safety at Work etc. Act 1974

We will cover **You** and at **Your** request, any director partner or **Employee** for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not provide cover under this Extension for:

- a) fines or penalties of any kind;
- b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission;
- c) costs and expenses insured by any other policy.

### Indemnity to Principal

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of legal liability arising from the performance of work by **You** for such **Principal**; provided that:

- a) You shall retain sole conduct and control of any claim; and
- b) the **Principal** shall observe fulfil and be subject to the terms, Conditions, Exclusions and limits of this Section in so far as they can apply.

## Section 3 - Property Owners Liability (continued)

### Manslaughter and Corporate Manslaughter Defence Costs

**We** will cover **You** and at **Your** request any director partner or **Employee** of **Yours** for legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

- a) **Our** liability under this Extension shall not exceed £1,000,000 in the aggregate and in any one **Period of Insurance**
- b) this Extension shall only apply to proceedings brought within the **Territorial Limits**
- c) **We** must consent in writing to the appointment of any solicitor or counsel acting on **Your** behalf
- d) **You** shall immediately notify **Us** of receipt of any summons or other process served upon **You** which may give rise to proceedings arising from the cover under this Extension
- e) before **We** consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.
- f) Any information in support of this assertion requested by **Us** shall be supplied by **You**.

**We** will not provide cover under this Extension:

- i) if **You** or any director partner or **Employee** of **Yours** has committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- ii) for any fines or penalties of any kind
- iii) where **You** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence and of this Extension **You** would have obtained indemnity from any other source.

### Motor Contingent Liability

Despite exclusion (3) b) in this Section, **We** will cover **You** against legal liability arising out of the use by any **Employee** of any motor vehicle not owned by **You** or hired, borrowed or leased to **You** whilst being used in the course of the **Business** anywhere in the **Territorial Limits**.

**We** will not provide cover under this Extension:

- a) for **Damage** to such vehicle or any property contained within;
- b) whilst such vehicle is being driven by **You**;
- c) whilst such vehicle is being driven with **Your** consent by any person who does not hold a licence to drive such vehicle;
- d) for legal liability for which **You** are entitled to indemnity under any other insurance; or
- e) **Injury** or **Damage** caused or arising while such vehicle is engaged in racing, pace-making, reliability trials or speed testing.

### Overseas Personal Liability

**We** will cover **You** and at **Your** request any director or partner of **Yours**, or any **Employee** or any family member accompanying them, for legal liabilities in a personal capacity whilst temporarily outside of the **Territorial Limits** in connection with the **Business**.

This cover provided by this extension does not apply:

- a) to legal liability arising out of ownership or tenure of any land or buildings; or
- b) where indemnity is provided by any other insurance.

### Exclusions applying to this Section

The **Insurer(s)** shall not be liable under this section for:

- (1) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement.
- (2) Loss of or **Damage** to;
  - a) property belonging to **You**
  - b) 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**

## Section 3 - Property Owners Liability (continued)

- (3) **Injury**, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on behalf of **You** of any;
- a) Aircraft (or any other aerial device), hovercraft or watercraft
  - b) mechanically-propelled vehicle or attached trailer (other than motorised garden implements whilst stored at the **Premises** ) and, any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
  - c) 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**
- (4) any sums for which **You** are/or become liable to pay as a result of any claim(s) made against **You** or for any associated defence.
- (5) costs or expenses of any kind from any liability arising directly or indirectly out of;
- a) loss or alteration or **Damage** to, and/ or
  - b) 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.
- For the purpose of this exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the **You** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.
- (6) 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.
- (7) the cost of replacing or making good faulty, defective or incorrect:
- a) workmanship; or
  - b) materials, goods or other property sold, supplied, installed or erected by or on **Your** behalf.
- (8) **Injury** to any **Employee**
- (9) legal liability arising from advice, design, formula, or specification provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged.
- (10) liquidated damages, fines, or penalties.
- (11) punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- (12) legal liability in respect of 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** provided that;
- a) all **Pollution and Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
  - b) **Our** liability for all damages including interest thereon payable in respect of all **Pollution and Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the **Limit of Liability** stated in the **Schedule**; and
  - c) this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.

## Section 3 - Property Owners Liability (continued)

- (13) legal liability in respect pollution or contamination occurring in the United States of America and/or their dependencies or trust territories.
- (14) Legal liability in respect of:
- a) **Injury** or fear of suffering **Injury** arising out of the actual alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
  - b) The costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the present of **Asbestos**.

### Conditions applying to this section

#### **Discharge of Liability Clause**

The **Insurer(s)** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Insurer(s)** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

#### **Limit of Liability**

The liability of the **Insurer(s)** for all damages payable under this section as a result of any one occurrence or of all occurrences of a series resulting from or attributable to one source or original cause will not exceed the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

In addition, the **Insurer(s)** will pay;

- a) all other defence costs and expenses incurred with their prior written consent
- b) the legal costs and expenses incurred with their written consent for the defence of prosecution brought under Section 36 or 37 of the Health and Safety at Work etc. Act 1974 for any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with the consent of the **Insurer(s)** in an appeal against conviction arising from such proceedings provided that the **Insurer(s)** will not cover **You** in respect of:
  - 1. fines and penalties
  - 2. costs or expenses insured elsewhere

## Policy Exclusions

This **Policy** does not cover the following:

### Asbestos Exclusion

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, use of, sale, testing, installation, remediation, survey or investigation, management, removal, distribution, disposal, storage, existence of or exposure to **Asbestos** or materials or products containing **Asbestos** whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

#### Limited Asbestos Cover—Exceptions to the Exclusion

Despite the above exclusion, the **Policy** provides limited cover for **Asbestos** as follows:

This **Policy** only insures **Asbestos** physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the **Asbestos** which has been physically **Damaged** during the **Period of Insurance** by one of these **Insured Events**;

Fire, lightning, explosion or aircraft

This coverage is subject to all limitations in the **Policy** to which this condition is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this **Policy** for **Damage** by an **Insured Event** listed above.
- b) the **Insured Event** (listed above) must be the immediate sole cause of the **Damage** to the asbestos.
- c) **You** must notify Commercial Express Quotes Limited, via **Your** Insurance advisor, the existence and cost of the **Damage** without delay after the **Insured Event** (listed above) first **Damaged** the asbestos.

However, this **Policy** does not insure any such **Damage** first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Policy** provides no cover (whether for physical **Damage**, delay of repair, or other **Consequential Loss**) in respect of;

- i) wear and tear or inherent defect, quality or vice (a quality in property that causes it to damage or destroy itself), in or of any **Asbestos**
- ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement, or removal, of any asbestos (**Damaged** or otherwise) or
- iii) any **Asbestos** which the **Insured Event** (listed above) has not physically **Damaged**.

### Biological or Chemical Materials

The **Insurer** will not indemnify the **Insured** in respect of **Injury Damage** costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Building Works Exclusion

This **Policy** does not cover any loss **Damage** or liability directly or indirectly caused by or arising out of **Building Works**.

### 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 exclusion, 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
  - 2.2. 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

## Policy Exclusions (continued)

- 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 exclusion 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.

### Contamination and Pollution Exclusion

1. This **Policy** shall not cover any liability, loss or **Damage** 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.

### 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**.

## Policy Exclusions (continued)

### 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**.

### Heat

This **Policy** does not cover loss or **Damage** caused by or consisting of or arising directly or indirectly from the application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers unless caused as a result of **Renovation** or works specifically agreed in writing by the **Insurer(s)**.

### Illegal Activities

This **Policy** does not cover **Damage** caused by the **Premises** being used, by **You** or any occupant for illegal activities other than the cover for **Damage** provided by the Illegal Cultivation of Drugs Extension under Section 1 – Buildings.

### Institute Radioactive Contamination Exclusion

In no case will 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

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 **Insured Event** 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

This **Policy** excludes 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 are defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant

## Policy Exclusions (continued)

- ii) any other premises or facilities 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.

### Sonic Bangs Exclusion

The insurance under 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

This **Policy** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, **Damage**, cost or expense of 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 **Insurers** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary will be upon **You**.

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

### War and Civil War Exclusion

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.

### Sanctions Exclusion Clause

No (re)insurer will be deemed to provide cover and no (re)insurer will be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



## Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected, or payment could be reduced. In some circumstances **Your Policy** might become invalid.

### 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 the **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, Injury**, 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 the **Insurers** express written agreement.

Otherwise the **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 **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 – Property Owners Liability 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

## Policy Conditions (continued)

- 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 has 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

## Policy Conditions (continued)

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 **You** 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 the **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 – Property Owners Liability 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 the **Insurer(s)** as soon as possible, at which time the **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

## Policy Conditions (continued)

**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 – Property Owners Liability 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.

### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** insurance and any claim. For example **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the “Cancellation” condition of this **Policy**.

**We** or **Your** insurance advisor will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

### Cancellation

#### Cooling Off Period

**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 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 to **Your** insurance advisor. 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 Policy** may be cancelled are as follows:

- Where **We** have been unable to collect a premium payment following non-payment correspondence issued to **You** or **Your** insurance advisor.
- 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**.

## Policy Conditions (continued)

**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 will be non-refundable.

**Policy Excesses** — apply as below unless specified otherwise in the **Schedule**

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

Buildings	£250
Glass - <b>Shop</b> <b>Front Windows</b>	£100
Book Debts	£100
Rental Income	£500
Property Owners Liability	£500
Subsidence	£1000

### Contracts (Rights of Third Parties) Act

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

### EU Disclosure Clause

The Parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts in England and Wales.

The language of the **Policy** and all communications relating to it will be English.

### Non Invalidation

The **Policy** of insurance will not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that, as soon as **You** become aware of any change in use **You** give notice to the **Insurer(s)**, via **Your** Insurance advisor, and pay an additional premium if required.

## Claims Conditions

These are the claims conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected, or payment could be reduced. In some circumstances **Your** claim might become invalid.

### Claims - Your Duties

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims representative Woodgate and Clark Limited, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser to do this on **Your** behalf.

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

	Telephone	E-mail
<b>Claims</b>	+44 (0) 1732 520288	<a href="mailto:New.claim@woodgate-clark.co.uk">New.claim@woodgate-clark.co.uk</a>
<b>Out of Office</b>	+44 (0) 1732 520288	

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

On the happening of any event which may give rise to a claim **You** must;

- a) General - applicable to all sections;  
notify **Our** Claims Representatives without delay, but in any event, within 30 days.
  - i) take all practicable steps to recover property lost and mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.
  - ii) inform the Police without delay if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
  - iii) If possible, provide evidence in the form of photos of **Damage**, injury and documentation including quotes, invoices or receipts.
  - iv) give all information and assistance the **Insurer(s)** may require in a timely manner. The **Insurer(s)** will only request information relevant to **Your** claim.
- b) Applicable to Section 1 - Buildings;

Within 30 days or such further time as the **Insurer(s)** may in writing allow deliver to the **Insurer(s)**, at **Your** own expense, a statement setting out particulars of the claim together with all details, proofs and information regarding the cause and amount of **Damage** as the **Insurer(s)** may reasonably require together with details of any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters

In certain circumstances the **Insurer(s)** may require sight of freehold title or the insuring lease which must be provided by **You** within 30 days of any such a request.

No claim under this section will be payable unless the terms of this condition have been complied with.

- c) Applicable to Section 2 - Rental Income

- i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Insurer(s)** may in writing allow at **Your** own expense deliver to the **Insurer(s)** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of rental income
- ii) **You** shall at **Your** own expense also provide the **Insurer(s)** with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the **Insurer(s)** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

## Claims Conditions (continued)

No claim under this section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Insurer(s)** immediately.

d) Applicable to Section 3 - Property Owners Liability

- i) not make or allow to be made on their behalf any admission, offer, promise, payment, or indemnity, without the written consent of the **Insurer(s)**
- ii) forward to the **Insurers** Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement
- iii) advise the **Insurers** Claims Representatives (Contact details as above) without delay when **You** have any knowledge of any impending prosecution, inquest, Fatal Accident, or Ministry Enquiry.

### Claims - Insurers' Rights

The **Insurers**;

- a) On the happening of **Damage** in respect of which a claim is made may, without incurring any liability or diminishing any of the **Insurers** rights under this **Policy**, enter the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Insurer(s)** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner

No property may be abandoned to the **Insurer(s)** whether taken possession of by the **Insurer(s)** or not.

- b) will have full discretion in the conduct of any proceeding and in the settlement of any claim.

### Fraud

If **You** make a fraudulent claim under this insurance contract, then **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.

If **We** exercise **Our** right under clause (c) above:

- (a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid

### Subrogation

Any claimant under this **Policy** must at the request and at the expense of the **Insurer(s)** take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by the **Insurer(s)**.

The **Insurer(s)** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at their own expense and for their own benefit any claim for indemnity or damages or otherwise.

### Arbitration

If any difference arises as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.



## 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](mailto: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](mailto: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](mailto:complaints@lloyds.com)  
Telephone: +44 (0) 20 7327 5693  
Web: [www.lloyds.com/complaints](http://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](http://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](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://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](http://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.



## Complaints Procedure (continued)

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](mailto: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](http://www.fscs.org.uk)

## Your Personal Information Notice

### Who we are

**We** are the Lloyd's 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.

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** privacy policy, which is available on **Our** website [www.carbonuw.com/legal/privacy-policy](http://www.carbonuw.com/legal/privacy-policy) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

### 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:

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