



COMMERCIAL
EXPRESS

Policy Wording

Let - Assured

Index

Guide to Let - Assured Policy Wording		3
Authorised Policy		4-5
How to make a claim		6
Definitions		7-11
Section 1 Buildings		12-17
Section 2 Contents		18-19
Section 3 Property Owners Liability		20-21
General Exclusions		22-25
Policy Conditions		26-29
Cancellation		30-31
Claims Conditions		32-33
Complaints Procedure		34-35

Guide to Let - Assured Policy Wording

This insurance is designed to provide cover for **You** as owners of residential 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 general and claims conditions contained in this **Policy** and conditions specific to certain sections (additional requirements may be imposed by **Endorsement**) that are all important to **Us** and which **We** rely upon **You** to comply with.

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

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 General Exclusions and **We** will not pay a claim if these exclusions are applicable.

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

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

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

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

Reading the Policy

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any **Endorsements** to ensure that the cover meets with **Your** requirements. This **Policy** is a legally binding contract which **You** have made with the **Underwriters**.

In the event that the cover does not meet with **Your** requirements **You** should advise **Your** insurance advisor without delay.

We will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain effective unless **We** have agreed to a variation in writing.

Financial Services Compensation Scheme (FSCS)

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

Authorised Policy

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

Provided always that: -

- (i) The liability of the **Underwriters** will not exceed the **Sums Insured** or **Limit of Indemnity** stated in the **Schedule** or such other **Sums Insured** or **Limits of Indemnity** as maybe substituted by **Endorsement** or attached to the **Policy**;
- (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** will be subject to and interpreted solely in accordance with the laws of England and Wales. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the **Policy** will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause (as documented in the **Policy** Conditions section within this **Policy**).



Authorised Signatory

This **Policy** is underwritten 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.

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

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.

Authorised Policy (continued)

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.

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:

Claims representative: Woodgate and Clark Limited, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ
Telephone: +44 (0) 1732 520288 (including out of office hours)
Email: intake@woodgate-clark.co.uk

Definitions

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

Aerial(s)

Satellite dishes, television or radio **Aerials**, **Aerial** fittings, **Aerial** masts and plinths.

Asylum Seeker(s)

Person who seeks the status of refugee in national or international law.

Business

The ownership by **You** of the **Premises** including;

- a) maintenance, occupation or use of the **Property Insured** by **You**
- b) private work undertaken with **Your** prior consent by **Employees** for any director or senior official.

Buildings

The **building(s)** situated at the addresses(s) specified in the **Schedule** including its fixed glass in windows doors and skylights, domestic outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, gates, swimming pools, tennis courts, squash courts, fixtures & fittings (including carpets, flooring and blinds) and interior decorations.

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.

Consequential loss

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

Contents

Household goods, furnishings and domestic appliances, and **Aerials** which belong to **You** and for which **You** are responsible. **Contents** does not include **Your** fixtures and fittings or property belonging to **Your** tenant(s).

Domestic Staff

A person whose services **You** use solely to carry out domestic duties including but not limited to cleaners, gardeners and caretakers at **Your Premises**.

Damage(d)

Physical loss, damage or destruction

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 them
- 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**.

This definition does not apply to **Domestic Staff** who are defined separately.

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(es)

The amount **You** will have to pay towards each claim (the **Excess** will apply to each **Premises**).

Definitions (continued)

Heave

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

Injury

Physical injury, disease, or psychiatric injury. This does not include suffering or death unless directly arising out of physical injury, disease, or psychiatric injury.

Insured Event(s)

The words **Insured Event(s)** mean:

- a) fire, but excluding any **Damage** to the **Property Insured** caused by:
 - i. explosion resulting from fire
 - ii. earthquake or subterranean fire
 - iii. its own spontaneous fermentation or heating
 - iv. its undergoing any heating process or any process involving the application of heat
- b) lightning
- c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non domestic purposes where internal pressure is due to steam only belonging to or under **Your** control
- d) aircraft or other aerial devices or articles dropped from them
- 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, telegraph poles, lampposts or pylons and falling **Aerials** but excluding **Damage**
 - i. arising from the weight of any vehicle
 - ii. caused by **Your** tenants domestic pets.
- l) Accidental breakage of fixed glass, sanitary fixtures and ceramic hobs forming part of the **Buildings**, excluding
 - i. **Damage** while the **Building** is **Unoccupied**
 - ii. **Damage** to accessories and fittings
 - iii. **Damage** to ceramic hobs in free-standing cookers
 - iv. Chipping, denting or scratching
- m) **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, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Buildings** were **Damaged** at the same time and by the same cause.
 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.
- n) Accidental **Damage** – (This operates only if stated in the **Schedule**) –

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

Definitions (continued)

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 property in transit.
13. **We** will not pay for **Damage** to vehicles licensed for road use (including their accessories), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft.
14. **We** will not pay for property or structures in the course of construction or erection.
15. **We** will not pay for any **Damage** specifically excluded elsewhere in this **Policy**.
16. **We** will not pay for **Damage** caused by **Your** tenants domestic pets.
17. **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals.
18. **We** will not pay for **Damage** to the interior of any **Building** or to the **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.
19. **We** will not pay for the cost of general maintenance or upkeep.

Landslip

Downward movement of sloping ground.

Period of Insurance

The period of insurance specified in the **Schedule**, or until cancelled.

Policy

The entirety of the **Policy**, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time during the **Period of Insurance**). All references to the terms, conditions and exclusions of the **Policy** will be considered as referring to the entire **Policy**.

Premises

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

Property Insured

The **Buildings** and **Contents** at the addresses(s) specified in the **Schedule** if and to the extent they are included in the **Schedule**.

Renovation(s)

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.

Definitions (continued)

Schedule(s)

The document showing **Your** name, the **Premises**, the **Sums Insured**, 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.

Subsidence

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

Sum(s) 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, the Channel Islands, or the Isle of Man.

Terrorism

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

Unattended

When the **Premises** (or any part of the **Premises**) are not physically resided at overnight by a tenant or other authorised person lawfully permitted to occupy the **Premises**.

Unoccupied

When the **Premises** (or any part of the **Premises**) are **Unattended** and have not been physically resided at overnight for more than 60-consecutive days.

Unoccupied Cover

Bronze

Includes **Damage** caused by fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, storm or flood, **Subsidence**, **Landslip**, **Heave** (All exclusions as detailed for these **Insured Events** also apply)

Includes (If **Buildings** are shown as included on **Your Schedule**) Section 1 Extensions of:

- Landscaped Garden
- Removal of Wasp and Bee Nests
- Capital Additions

Property Owner's Liability is included.

Unoccupied Buildings condition applies (See Policy Conditions section)

Silver

Includes **Damage** caused by fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, storm or flood, **Subsidence**, **Landslip**, **Heave**, earthquake, riot, civil commotion, strikes, persons taking part in labour disturbances, malicious persons, impact by any road vehicle or animal not belonging to **You** or under **Your** control, falling trees, branches, **Aerials**, telegraph poles, lampposts or pylons (All exclusions as detailed for these **Insured Events** also apply)

Includes (If **Buildings** are shown as included on **Your Schedule**) Section 1 Extensions of:

- Accidental damage to cables or underground services pipes servicing the **Buildings**
- Landscaped Garden
- Removal of Wasp and Bee Nests
- Capital Additions

Property Owners Liability is Included.

Unoccupied Buildings condition applies (See Policy Conditions section).

Definitions (continued)

Gold

Includes **Damage** caused by all **Insured Events** except escape of water or oil from any tank, apparatus or pipe. (All exclusions as detailed for these **Insured Events** also apply)

Includes (If **Buildings** are shown as included on **Your Schedule**) Section 1 Extensions of:

- Trace and Access
- Loss of Metered Water
- Unauthorised use of electricity, gas or water
- Accidental damage to cables or underground services pipes servicing the **Buildings**
- Landscaped Garden
- Removal of Wasp and Bee Nests
- Capital Additions

Property Owners Liability is Included.

Unoccupied Buildings condition applies (See Policy Conditions section).

We/Us/Our/Underwriters

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

You/Your

The person, people or entity named in the **Schedule**.

Section 1 - Buildings Insurance

The following cover applies only if the **Schedule** shows that it 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 **Underwriters'** liability is not increased may be carried out:
 - a. in any manner **You** and the **Underwriters'** agree
 - b. on another site agreed by both **You** and the **Underwriters**
- 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 Community and Public Authorities Legislation, Architects, Surveyors, Legal and Consulting Fees**

European Community and Public Authorities

Additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the legislation of;

- a) European Community or
- b) 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 out of 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.

Removal of Debris

Costs and expenses necessarily incurred by **You** with the consent of the **Underwriters** 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 **Underwriters** will not pay for any costs or expenses;

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

Cover

Underwriters 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** **Underwriters** 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 section, or if the **Buildings** is an individual flat, forming part of a block, **We** will pay the amount to reinstate the **Damaged Buildings** belonging to **You** in accordance with the reinstatement conditions but **We** will not pay for any **Damage** to common parts

Section 1 - Buildings Insurance (continued)

other than those parts owned by **You** or for which **You** are individually legally responsible.

- (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 section, will apply.

Extensions applying to this section

Following an **Insured Event** under this **Buildings** Section cover is provided for:

1. Trace and Access

We will pay **You** the costs necessarily incurred by **You** in locating the source and subsequent making good of **Damage** resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the **Buildings**
- b) accidental **Damage** to cables, underground pipes and drains serving the **Buildings**

Provided

- (i) the **Damage** to any part of the cable or pipe is within the perimeter of the **Buildings**
- (ii) that the maximum amount payable under this extension will not exceed in any one **Period of Insurance** £10,000.

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

If the **Buildings** are **Unoccupied** and **Unoccupied Cover** Gold is shown as operative in the **Schedule** **We** will pay **You** the costs necessarily incurred by **You** in locating the source of **Damage** resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the **Buildings**
- b) accidental **Damage** to cables, underground pipes and drains serving the **Buildings**

Provided

- (i) the **Damage** to any part of the cable or pipe is within the perimeter of the **Buildings**
- (ii) that the maximum amount payable under this extension will not exceed in any one **Period of Insurance** £5,000.

2. Loss of metered water

We will pay for the cost of metered water which **You** are legally responsible arising from accidental escape from water tanks, apparatus and pipes as a result of **Damage** caused by an **Insured Event** but only when such a loss can be determined by measurement from the water authority meter for which **You** are responsible.

Provided that the maximum amount does not exceed £2,500 in respect in any one claim and not exceeding £5,000 in any one **Period of Insurance**.

Excluding;

Any Loss where remedial action has not been taken within 7days following discovery of the occurrence of the **Damage**.

You must record the reading of the meter at intervals of no more than 30 days.

This extension will not operate when the **Buildings** are **Unoccupied** unless **Unoccupied Cover** Gold is shown as operative in the **Schedule**.

3. Unauthorised use of electricity, gas or water

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

This extension will not operate when the **Buildings** is **Unoccupied** unless **Unoccupied Cover** Gold is shown as operative in the **Schedule**.

Section 1 - Buildings Insurance (continued)

4. Accidental Damage to cables or underground services pipes (including hatches and covers) servicing the Buildings

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

This extension will not operate when the **Buildings** are **Unoccupied** unless **Unoccupied Cover** Silver or Gold is shown as operative in the **Schedule**.

5. Loss of Rent and costs for alternative accommodation

Following an **Insured Event** which results in a valid claim under this **Policy** **We** will pay **You**:

- i) loss of rent if the **Buildings** become uninhabitable or partly uninhabitable and cannot be let, or
- ii) if necessary the cost of alternative accommodation for **Your** tenant

Provided that:

- i) **We** will not pay for more than 20% of the **Buildings Sum Insured** (or as stated in the **Schedule**)
- ii) **We** will not pay for more than £150,000 in respect of alternative accommodation
- iii) **We** will not pay for loss of rent arising from the tenants leaving the **Premises** without giving **You** notice
- iv) **We** will not pay for rent the tenants have not paid
- v) **We** will not pay for loss of rent to any **Premises** that were **Unoccupied** immediately before the **Insured Event**
- vi) **We** will not pay for any letting agents share of the rent or any other expenses **You** must pay to the letting agent
- vii) **We** will not pay for loss of rent arising from any part of the **Buildings** that is used for anything other than domestic accommodation
- viii) **We** will not pay for loss of rent after **We** consider the **Buildings** are fit to be let.

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

6. Landscaped Gardens

We will pay for the cost of repairing or replacing landscaped gardens at the **Premises** following **Damage** caused by the emergency services.

Provided that the maximum amount does not exceed £10,000 in any **Period of Insurance**.

7. Removal of Wasp and Bees Nests

We will pay for the cost of removing wasp and bee nests from the **Premises** provided that the maximum amount does not exceed £1,000 in any **Period of Insurance**.

You must pay the **Excess** of £50 and not as stated in the **Policy** and **Schedule** under the Policy Excesses section.

We will not pay for any wasp or bee nests already in existence at the **Premises** prior to the **Period of Insurance**.

8. Capital Additions

We will pay for:

- i) Any newly acquired or newly erected property
- ii) Alterations, additions and improvements to the **Premises**, but not for any appreciation in value

For which **You** are legally responsible for anywhere within the **Territorial Limits** up to a maximum limit of 10% of the **Buildings Sum Insured** or £250,000 whichever is lower.

You must notify Commercial Express Quotes Limited, via **Your** insurance advisor, without delay and pay the appropriate additional premium.

Section 1 - Buildings Insurance (continued)

9. Illegal Cultivation of Drugs

For the purposes of this extension only, the Manufacture, Cultivation, Harvesting or Processing of Drugs exclusion in the General Exclusions section of this **Policy** does not apply.

We will pay for **Damage** to **Your Building** directly caused by any part of the **Premises** being used for the manufacture, cultivation, harvesting, or processing of drugs controlled under the Misuse of Drugs Act 1971, Misuse of Drugs Regulations 2001, or any subsequent legislation without **Your** knowledge or the knowledge of any of **Your** directors, partners, or authorised persons acting on **Your** behalf, provided that **You** comply with the Illegal Cultivation of Drugs Condition in this **Policy** (refer to the Policy Conditions section).

The maximum **We** will pay will not exceed £5,000 in total in any one **Period of Insurance** regardless of the number of **Premises** insured.

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

10. Replacement Locks

We will pay for the costs **You** incur in replacing the locks to external doors at the premises (including final exit doors for individual flats or apartments) following:

- i) theft of keys from **Your** place of **Business** or **Your** own private home or the private home of **Your Employee** or **Domestic Staff**, or
- ii) theft of keys from the **Premises**, or
- iii) theft of keys following assault, robbery or hold up against **You** or **Your Employee**, **Your Domestic Staff** or **Your** tenant(s)
- iv) loss of keys by **You**, **Your Employee**, **Your Domestic Staff** or **Your** tenant(s).

Provided that the maximum amount does not exceed £2,500 in any one **Period of Insurance**.

Exclusions applying to this section (In addition the General Exclusions also apply to this Section)

The following exclusions apply to this section:

We will not pay for;

- 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 wooden outbuildings.
 - v) infidelity or dishonesty by **You** or any of **Your Employees**, **Domestic Staff** 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** caused by a person not authorised to be in any part of the **Buildings** unless the **Buildings** were entered using forcible and violent means
 - b) **Damage** caused by a person authorised to be in any part of the **Buildings** unless **You** or **Your** appointed representative have inspected the **Buildings** every 6 months and maintained a record of such inspections. The maximum **We** will pay is £5,000 in respect of any one claim.

Section 1 - Buildings Insurance (continued)

- viii) any loss in excess of the amount specified below for **Damage** caused by malicious persons authorised to be in the **Buildings** at the time of the **Damage**.

Type of tenant	We will pay the following maximum amount:
Asylum Seekers	£0
DSS Non-Referrals	£10,000 in respect of any one claim.
DSS Referrals	£0
Students	£10,000 in respect of any one claim.
Professionals	£20,000 in respect of any one claim.
Unoccupied	£5,000 in respect of any one claim.

- ix) any undamaged part or item forming part of a set.
- x) **Damage** to:
- property or structures in course of construction or erection and materials or supplies in connection with all such property, and
 - land, roads, piers, jetties, bridges, culverts or excavations

Basis of Settlement

1. Reinstatement Conditions

- Underwriters'** 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.
- No payment will be made under this condition: -
 - unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
 - until the **Cost of Reinstatement** has actually been incurred;
 - 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 **Underwriters** 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 **Underwriters** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** arising from an **Insured Event** which results in a valid claim under this **Policy** then **Underwriters** will pay **You**, whichever is the lesser of:

the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for

- depreciation, wear and tear, or
- the reduction in value of the **Property Insured**, or
- if i) or ii) above is not applied, the basis of settlement that both **You** and **Underwriters** agree upon

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

Limit of Indemnity

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

- If an individual **Sum Insured** is specified on the **Schedule** for that item, **Underwriters'** liability will be limited to that **Sum Insured**;

Section 1 - Buildings Insurance (continued)

- (ii) In any event, **Underwriters'** liability will in no circumstances exceed the total **Sum Insured** for the category of **Buildings** on the **Schedule** under which that item falls.

But: -

- (i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or **Renovation**, then **Underwriters** 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 **Underwriters'** liability will be limited to **Removal of Debris**.

Conditions applicable to this section

Average

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.

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 **Underwriters** will be limited to its rateable proportion of such loss.

Index Linking

The **Buildings Sum Insured** shown on the **Schedule** will be adjusted at each renewal in line with a relevant recognised index (such as the BCIS House Rebuilding Cost Index published from time to time by the Building Cost Information Service (BCIS) or any replacement index **We** reasonably select) to reflect changes in rebuilding or replacement costs or general price levels. **You** will be notified of the revised sum insured annually, when **Your Policy** is due for renewal.

For **Your** protection, **We** will not reduce the **Buildings Sum Insured** if the index moves down, unless **You** ask **Us** to. This may result in **Your Buildings Sum Insured** (and premium) increasing over time even if rebuilding costs subsequently reduce.

Index linking helps to reflect changes in costs over time, but it does not guarantee that **Your Buildings Sum Insured** is adequate, as it applies only to changes in costs after the policy starts and does not reassess the actual cost of rebuilding **Your Buildings**.

You are responsible for ensuring that the **Buildings Sum Insured** represents the full cost of rebuilding the **Buildings** at the start of the **Policy** and each subsequent renewal.

When setting the initial **Buildings Sum Insured**, **You** should base this on a realistic estimate of the full rebuilding cost of the **Buildings**, rather than their market value. This may be established by obtaining a professional valuation or survey carried out by a Chartered Surveyor, or by using a recognised rebuilding cost calculator appropriate to the type of property insured.

We do not assess or verify the adequacy of the **Buildings Sum Insured**.

If, at the time of a loss, the **Buildings Sum Insured** is less than the full rebuilding cost, the Average condition will apply and **We** may reduce the amount we pay for any claim in proportion to the level of underinsurance.

Transfer of Interest

If **You** sell the **Premises**, from the date **You** exchange contracts, **We** will give the buyer the benefit of Section 1 **Buildings** until completion of the sale, as long as this is within the **Period of Insurance**.

We will not pay for any claim for **Damage** to the **Buildings** if the buyer is insured under any other insurance.

Section 2 - Contents Insurance

The following cover applies only if the **Schedule** shows that it is included.

Definitions specific to this Section

Money

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving Certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

Valuables

Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections, medal collections or computer equipment.

Cover

Underwriters agree that if, during the **Period of Insurance**, an item of **Contents** at the **Premises** sustains **Damage** due to an **Insured Event** which results in a valid claim under this **Policy** **Underwriters** will pay **You**: -

the replacement cost of the **Damaged Contents** as new, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Contents**, or at **Underwriters** option pay the costs of repairing any item.

Exclusions applying to this section (In addition the General Exclusions also apply to this Section)

The following exclusions apply to this section:

We will not pay for:

- a. the amount of the **Excess** stated in the **Schedule**
- b. **Damage** to **Contents** used only or mainly for business or professional purposes
- c. **Damage** to **Contents** in the open
- d. Loss of market and **Consequential Loss** of any and every description
- e. **Damage** to any **Contents** directly or indirectly caused by or contributed to by:
 - i) Theft or attempted theft:
 - by a person authorised to be in any part of **Your Buildings**
 - of **Money**, policies, documents or **Valuables**
 - unless accompanied by forcible and violent entry into or exit from the **Buildings** or involving violence or the threat of violence
 - of any amount over £500 from outbuildings and garages
 - ii) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, not otherwise excluded
 - iii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting not otherwise excluded
 - iv) change in climatic or atmospheric conditions or in water table levels
 - v) infidelity or dishonesty by **You** or any of **Your Employees, Domestic Staff** or other persons to whom **Contents** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
 - vii) **Damage** caused by malicious persons by any persons authorised to be in the **Buildings**
 - viii) any undamaged part or item forming part of a set.

Section 2 - Contents Insurance (continued)

Basis of Settlement

How We deal with Your claim

1. If **You** claim for **Damage** to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under section 2.
For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **We** have authorised the cost of replacement.

Where **We** can repair or replace an item of **Contents**, but **We** agree to **Your** request for a cash settlement **We** will only pay what it would cost **Us** to repair or replace the item using **Our** own network of suppliers.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Contents** which form part of a pair, set or suite or part of a common design or function when the **Damage** is restricted to a clearly identifiable area or to a specific part.
3. **We** will not reduce the **Sum Insured** under section 2 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further **Damage**.
4. If **You** are under-insured, which means the cost of replacing or repairing the **Contents** at the time of the **Damage** is more than **Your Sum Insured** for the **Contents**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

Conditions applicable to this section

Other Insurances

If at the time of **Damage** resulting in a loss under this section, there are any other insurances effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** will be limited to its rateable proportion of such loss.

Limit of Indemnity

We will not pay any more than the **Sum Insured** for the **Contents** of each **Premises** shown in the **Schedule**.

Section 3 - Property Owners Liability

The following cover applies only if the **Schedule** shows that it is included.

Cover

The **Underwriters** will indemnify **You** against all sums **You** become legally liable to pay as damages and claimant's 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** or **Domestic Staff**
- 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

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 **Underwriters** will indemnify under the terms of this section any of **Your** directors or **Employee** 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 **Underwriters** 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 **Underwriters** in connection with a claim that **You** are entitled to indemnity under this section the **Underwriters** will provide compensation to **You** at the following rates per day for each day on which attendance is required;

- a) any director or partner £250
- b) any **Employee** £100

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 **Underwriters** 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.

Defective Premises Act

This section subject otherwise to the terms of the **Policy** and within the **Limit of Indemnity** extends to indemnify **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 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 indemnify **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 **Underwriters** will not be liable under this extension if **You** are entitled to indemnity under any other insurance.

Section 3 - Property Owners Liability (continued)

Exclusions applying to this section (In addition the General Exclusions also apply to this section)

The **Underwriters** will 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
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**.
- (2) **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** or being used to maintain the land 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 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**.
- (3) 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 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 **You** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.
- (4) 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.

Conditions applicable to this section

Discharge of Liability Clause

The **Underwriters** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Underwriters** 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 **Underwriters** 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 **Underwriters** 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 Act 1974 for any alleged offence as detailed in Section 33(1) (a), (b) or (c) of the Act including legal costs and expenses incurred with the consent of the **Underwriters** in an appeal against conviction arising from such proceedings provided that the **Underwriters** will not indemnify **You** in respect of:
 1. fines and penalties
 2. costs or expenses insured elsewhere.

General Exclusions (Applicable to all Sections unless stated otherwise)

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**.

Building Works Exclusion Clause

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

Contamination and Pollution Exclusion Clause

- 1. This **Policy** does not cover any loss, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
- 2. This exclusion does not apply if such loss or **Damage** arises out of one or more of the following events;
 - 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

General Exclusions (continued)

Property Cyber and Data Exclusion

This **Policy** excludes any:

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

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

Definitions

Cyber Loss

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

Cyber Act

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

Cyber Incident

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

Computer System

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

Data

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

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:

General Exclusions (continued)

2.1. for a **Communicable Disease**, or

2.2. **Property Insured** hereunder that is affected by such **Communicable Disease**.

3. As used herein, a **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of **Property Insured** hereunder.

4. This 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.

Fungus and Mould Exclusion Clause

This **Policy** does not cover **Injury**, loss, **Damage**, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or associated allergens.

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.

Invasive Plant Species Exclusion

This **Policy** does not cover any **Damage**, liability, cost, or expense arising from or in connection with the presence, growth, spread, treatment, removal, or disposal of Japanese Knotweed (*Fallopia japonica*) or any other invasive plant species listed in Schedule 9 of the Wildlife and Countryside Act 1981 (or any amending legislation) on or around the **Premises**.

Manufacture, Cultivation, Harvesting, or Processing of Drugs Exclusion

This **Policy** does not cover **Damage** directly caused by anyone using any part of the **Premises** for the manufacture, cultivation, harvesting or processing of drugs controlled under the Misuse of Drugs Act 1971 or Misuse of Drugs Regulations 2001 or any subsequent legislation.

This exclusion does not apply to the Illegal Cultivation of Drugs extension under Section 1 – Buildings Insurance.

Nuclear Energy Risks Exclusion Clause

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
- 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.

General Exclusions (continued)

Sonic Bangs Exclusion Clause

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

Terrorism Exclusion Clause

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

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

War and Civil War Exclusion Clause

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 Limitation 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 a change of type of tenant or use of the **Buildings**, or the **Buildings** becoming **Unoccupied**
- f) if the **Buildings** were previously occupied by students in **Your Schedule** a change to **Unoccupied** is not required over the months July, August and September however the “**Unoccupied Buildings**” Obligation (Overleaf) will apply

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

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- d) when undertaking **Renovations** to the **Property Insured** **You** must take all reasonable precautions to prevent **Damage**. **You** must not undertake **Building Works** without **Underwriters** express written agreement.

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

Illegal Cultivation of Drugs

Further to the Illegal Cultivation of Drugs extension under Section 1 – Buildings Insurance, **You** must comply with the below, otherwise, **We** will not pay **Your** claim.

You must:

- a) carry out internal and external inspections of the **Buildings** 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 twenty-four (24) months, and
 - ii) carry out a six (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

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.

Policy Conditions (continued)

Roof Maintenance

You must ensure that:

- i) any flat roof portion of the **Buildings** over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and
- ii) at commencement and throughout the currency of **Period of Insurance**, **You** must have documentation evidencing that such inspections and repairs described above have taken place

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 **Insured Event** is operative, as confirmed on **Your Schedule**) of fire, explosion, malicious persons, theft or attempted theft, will be excluded.

1. **You** or **Your** nominee must inspect the **Buildings** every 14 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 (unless the **Unattended** condition below already applies) and electricity mains supplies are kept disconnected and water systems drained (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes) however a fixed central heating system may remain in operation provided the heating system is connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4 degrees Celsius
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**

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. Bronze, Silver or Gold).

Unattended

If the **Buildings** become **Unattended** for more than 30 days in a row for any time between 1st December and 28th February **You** must without delay

- i) Turn off the water at the mains and drain the system
- ii) Turn off any oil supply at the tank, or
- iii) Where the **Buildings** benefit from gas or oil fired central heating, the system must be connection with a frost-stat and be set to operate continuously for 24 hours each day at not less than 4 degrees Celsius

Otherwise all **Damage** caused by the **Insured Events** of escape of water and **Damage** to fixed water tanks, apparatus or pipes will be excluded under Sections 1 and 2.

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:

Policy Conditions (continued)

- 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.

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

You must pay an amount towards each claim (the **Excess** will apply to each **Premises**). The amount **You** pay is called the '**Excess**'. The following **Excesses** apply to each and every claim unless otherwise stated in the **Policy Schedule**.

Where the **Buildings** are situated in England, Scotland, Wales, the Channel Islands or the Isle of Man:

	Tenant Type					
	Asylum Seekers	DSS Non-Referrals	DSS Referrals	Students	Professionals	Unoccupied
Buildings excluding Subsidence, Landslip or Heave and escape of water or oil from any tank, apparatus, or pipe	£500	£150	£500	£150	£100	£500
Contents excluding Subsidence, Landslip or Heave and escape of water or oil from any tank, apparatus, or pipe	£500	£150	£500	£150	£100	Not available
Escape of water or oil from any tank, apparatus, or pipe	£500	£500	£500	£500	£500	Not Available
Accidental Damage (if shown as operative in your Policy Schedule)	£1,000	£150	£1,000	£150	£100	Not Available
Subsidence, Landslip or Heave	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000

Contracts (Rights of Third Parties) Act 1999

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.

Policy Conditions (continued)

Your Personal Information Notice

Who we are

We are the Lloyd's underwriter(s) identified in the **Policy**.

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 <https://www.carbonuw.com/legal/privacy-policy> and in other formats upon request.

Contacting us and your rights

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

Commercial Express Quotes Limited contact details are:

Commercial Express Quotes Limited
B1 Custom House, The Waterfront
Level Street, Brierley Hill
DY5 1XH
Telephone Number: +44 (0)1384 473021

Law Applicable and Language of the Policy

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

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 **Underwriters**, via **Your** Insurance advisor, and pay an additional premium if required.

Cancellation

Your Cancellation Rights

You may cancel this **Policy** at any time by notifying Commercial Express Quotes Limited via **Your** insurance advisor.

If **You** do not cancel this **Policy** the insurance will continue, and **You** must pay the premium due.

Before the Period of Insurance Begins

If **You** cancel this **Policy** and **You** provide Commercial Express Quotes Limited via **Your** insurance advisor with **Your** instruction before the start of the **Period of Insurance** and no cover has been provided:

- **You** will receive a full refund of the insurance premium, and
- Commercial Express will refund the arrangement fee paid by **You** as stated in **Your Schedule**.

During the cooling-off period of 14 days

You have the statutory right to cancel this **Policy** within 14 days of:

- the date **You** purchased this **Policy**, or
- the renewal date, or
- the date **You** received the **Policy** documents,

whichever is the later.

After receiving **Your** instructions, the **Policy** will be cancelled and:

a) If no cover has been provided:

- **You** will receive a full refund of the insurance premium paid, and
- Commercial Express will refund the arrangement fee stated in **Your Schedule**.

b) If cover has been provided for a limited number of days:

- **You** will receive a refund of the insurance premium paid, less a deduction for any time for which insurance cover has been provided.

Any arrangement or administration fees stated in **Your Schedule** will not be refunded once cover has started.

After the cooling-off period

You may also cancel this **Policy** at any time after the cooling-off period ends. After receiving **Your** instructions, the **Policy** will be cancelled and:

- **You** will receive a refund of the insurance premium paid, less a deduction for any time for which **We** have provided cover.

Cancellation after the cooling-off period is subject to:

- a minimum time on risk charge of £25.00 plus insurance premium tax.
- any arrangement or administration fees previously charged by Commercial Express being non-refundable.

If a claim is made or there are circumstances reported:

If **We** pay any claim, in whole or in part, or there are any circumstances reported which may lead to a claim **We** will not return any premium paid.

How we calculate Your refund

Insurance premium refunds are calculated on a proportionate (pro-rata) basis, based on the **Period of Insurance** remaining after the cancellation date.

Cancellation (continued)

Example of proportionate return premium

If **You** cancel halfway through the **Period of Insurance** and no claim has been made, half of the insurance premium will be refunded. Any refund will be adjusted for the minimum time on risk charge.

Example of minimum time on risk charge

If the annual insurance premium is £600 (including insurance premium tax) and the minimum time on risk charge shown in the **Schedule**/policy wording is £100 plus insurance premium tax, and **You** cancel the **Policy** after one month with no claim made:

- The proportionate premium for one month's cover would be £50.
- However, because the minimum time on risk charge applies, £100 plus insurance premium tax will be charged instead.

This means the insurance premium refund **You** receive may be less than the proportionate amount where the minimum time on risk charge applies.

Cancellation Charges

Commercial Express does not charge a cancellation fee if **You** decide to cancel **Your Policy**. However, where cover has been in force, any arrangement or administration fees previously charged by Commercial Express are non-refundable, as set out in **Your Schedule**.

Your insurance adviser may charge their own fees in connection with the cancellation of **Your Policy**. Any such fees are separate from Commercial Express fees and will be advised to **You** directly by **Your** insurance adviser.

Our Cancellation Rights

We may cancel this insurance by giving **You** 30 days' notice in writing where there is a valid reason for doing so. **We** will refund the part of **Your** premium which applies to the remaining **Period of Insurance** providing **You** have not made a claim. Commercial Express Quotes Limited will send **Our** cancellation letter to the address shown on the **Schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **We** have been unable to collect a premium payment, and this has not been rectified by **You** within the time period given.
- Where **You** are required in accordance with the terms of this policy to co-operate with **Us** or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and will cancel **Your** policy if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **We** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

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

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

a) applicable to all sections;

- i) notify **Our** specialist claims representative Woodgate and Clark Limited, whose details are below, without delay, but in any event, within 30 days. **You** may if **You** wish advise **Your** insurance advisor to do this on your behalf.

Telephone Number:	+44 (0) 1732 520288 (including out of office hours)
E-mail:	intake@woodgate-clark.co.uk
Address:	42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ

- ii) take all practicable steps to recover property lost and otherwise minimise the claim
- iii) 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
- iv) give all information and assistance the **Underwriters** may require in a timely manner. The **Underwriters** will only request information relevant to **Your** claim.

To enable **Your** claim to be dealt with quickly the **Underwriters** claims representatives will require **You** to provide them with assistance and evidence concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- i) **Your** name, address and telephone numbers
- ii) Policy number
- iii) The date of the incident
- iv) Police details / Crime Reference number where applicable
- v) The cause of the loss or **Damage**
- vi) Details of the loss or **Damage** together with the claim value if known
- vii) Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.

b) Applicable to Section 1 Buildings and Section 2 - Contents;

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

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

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

c) 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 **Underwriters**
- ii) forward to the **Underwriters'** Claims Representatives (contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement

advise the **Underwriters'** Claims Representatives (contact details as above) without delay when **You** have any knowledge of any impending prosecution, inquest, Fatal Accident, or Ministry Enquiry.

Claims Conditions (continued)

Claims - Underwriters' Rights

The **Underwriters**;

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

No property may be abandoned to the **Underwriters** whether taken possession of by the **Underwriters** 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 **Underwriters** 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 **Underwriters**.

The **Underwriters** 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 520288

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

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

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

Phone: +44 (0) 1384 473201

Email: complaints@commercialexpress.co.uk

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

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

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

If **Your** complaint needs to be dealt with by **Us**, Commercial Express will promptly forward details of **Your** Complaint to **Us**. **We** will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

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

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

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

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

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

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

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

Complaints Procedure (continued)

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

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

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