



COMMERCIAL
EXPRESS

Let Secure

Policy Wording

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Customer Service

This document sets out the conditions of the contract of insurance between **You** and **Us**. **You** should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections, and it is important that:

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **Your** own duties under each section and under the insurance contract as a whole.

This insurance has been arranged for **You** by Commercial Express Quotes Limited. For any queries or alterations to **Your** cover, then please call **Your** insurance advisor.

Making a Claim

If **You** need to make a claim:

- Check **Your** Policy Wording and **Your Schedule** to see if **You** are covered.
- Give immediate notice to the Police in respect of any theft, attempted theft, malicious damage or vandalism/riot and obtain an incident number.
- Do all **You** reasonably can to get back any lost or stolen property and tell **Us** without unnecessary delay if any property is later returned to **You**.
- Let **Us** know if **You** receive any information or communication about the event or cause.
- Make no admission of liability, offer or make payment without **Our** written consent.
- Comply with the Claims Conditions in the General Conditions section of this Policy Wording.

To report a claim, please contact:

Telephone Number: +44 (0) 1732 520288 (including out of office hours)

E-mail address: intake@woodgate-clark.co.uk

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.canopius.com/privacy/privacy-notice/> and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

Contacting us and your rights

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

Commercial Express Quotes Limited contact details are:

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

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 the **Underwriter's** claims representatives:

Woodgate and Clark Limited

Address: 42 Kings Hill Avenue, West Malling, Kent, ME19 4AJ
Telephone: +44 (0) 1732 520288
Email: complaintsdept@woodgate-clark.co.uk

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

Address: The Compliance Manager, Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Phone: +44 (0)1384 473021

Email: complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at

<https://www.commercialexpress.co.uk/complaints>.

Alternatively, a copy can be provided on request.

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

Complaints Department, Market Services, Lloyd's, One Lime Street, London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225

Email: Complaints@Lloyds.com Website: www.lloyds.com/complaints

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

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

The Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London E14 9SR

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

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

The Contract of Insurance

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

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 cover **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**.

Information You Have Given Us

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

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

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information, **We** will have the right to:

- (i) Treat this **Policy** as if it had never existed, refuse to pay all claims and return the premium **You** have paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- (ii) Treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) Reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

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

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

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

The Contract of Insurance (continued)

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**).

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

This **Policy** is underwritten by Certain Underwriters at Lloyd's led by Canopus Managing Agents Limited, Syndicate 4444. Canopus Managing Agents Limited, Syndicate 4444 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 204847). Canopus Managing Agents Limited, Syndicate 4444 is registered in England and Wales (Company Number 01514453) with its registered office at Floor 29, 22 Bishopsgate, London, EC2N 4BQ.

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.

Authorised Signatory

Several Liability

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

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

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

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

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the **Schedule** and endorsements.

Aerial(s)

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

Buildings

The **Building(s)** situated at the addresses(s) specified in the **Schedule** including its fixed glass in windows doors and skylights, solar and photovoltaic panels permanently attached to the main private dwelling, 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, money, valuables, policies and documents or property belonging to **Your** tenant(s).

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, Public Authorities Legislation, Architects, Surveyors, Legal and Consulting Fees**

Damage(d)

Physical loss, damage or destruction

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**.

Public Authorities Legislation

Additional **Cost of Reinstatement** as may be incurred solely by reason of the necessity to comply with the legislation of 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

Definitions (continued)

- c) the amount of any charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner of such property by reason of compliance with the legislation.

Excess(es)

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

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.

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**.

Portable Heating

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

Premises

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

Property / 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**.

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;

- For preparing a claim;
- Which relate to undamaged parts of **Your Buildings**, except the foundations of the damaged parts of **Your Buildings**;
- Involved in meeting regulations and laws if served on **You** before the loss or **Damage** happened; or
- For making the site stable.

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.

Tenant Reference

A credit check against the Tenant and any Guarantor obtained from a licenced credit referencing company showing:

- a) no County Court Judgements in the past three years;
- b) no outstanding County Court Judgements in the past three years;
- c) the Tenant's or Guarantor's financial ability to meet the Rent commitment.

Territorial Limits

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

Terrorism

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

Unoccupied

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.

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**.

We/Us/Our/Underwriters

Certain Underwriters at Lloyd's led by Canopius Managing Agents Limited, Syndicate 4444

You/Your

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

General Conditions

Reasonable care

You must keep **Your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are underway, **You** must tell **Us** immediately and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of **Your Property**, including all locks and alarm systems, are kept in working order and are working whenever **You**, the tenant or a holidaymaker are not living in the **Property**. If **You** do not comply with this, **We** will not pay a claim for loss or damage resulting from illegal entry or exit.

Change Notification

You must tell us as soon as possible about any changes in the information **You** have provided to **Us** which is recorded in the statement of insurance **We** have provided **You** with. **We** will tell **You** if such change affects **Your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**. If **You** do not inform **Us** about a change, it may affect any claim **You** make or could result in **Your** insurance being invalid.

You must notify Commercial Express Quotes Limited, via **Your** insurance advisor, about the following if **You**:

- Remove any fire and security protections or building component designed to prevent **Damage** to the **Property Insured**;
- Plan to carry out **Building Works** at the **Property**;
- Change the type of tenant(s)* or the use of the **Buildings**, or the **Buildings** become **Unoccupied**;
- Change **Your** correspondence address;
- Are convicted or have a prosecution pending for any offence (other than motoring);
- Have been or are currently involved in a tenancy dispute with the tenant(s).

*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** condition will apply.

Other Insurance

If at the time of any loss, **Damage** or liability under this insurance, **You** have any other insurance which covers the same loss, **Damage** or liability, **We** will only pay **Our** share of the claim.

More than one property

Each **Property** covered by this insurance will be insured as though a separate document had been sent to each.

Regulations and conditions for rented accommodation

You must meet all current local and national authority regulations governing rented accommodation. If **You** do not meet these regulations, and a claim happens, **We** may decide not to pay the claim.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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.

Compliance with terms

Our liability to make payment under the **Policy** will be conditional upon compliance with the terms and conditions of this **Policy**.

General Conditions (continued)

Financial Services Compensation Scheme

Commercial Express Quotes Limited and 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 Commercial Express Quotes Limited or Lloyd's Underwriters cannot meet their 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.

Policy Excess(es)

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.

The **Buildings** occupied by all tenant types

	Occupied Property built after 1800	Occupied Property built before 1800	Unoccupied Property
Subsidence, Landslip, or Heave	£1,000	£1,000	£1,000
Buildings	£100 (*)	£250 (*)	£500
Contents	£100 (*)	£250 (*)	£500
Property Owners Liability	£250	£500	£500

(*)Escape of Water - £500 **Policy Excess** for each and every loss (unless specified otherwise in the **Schedule**)

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:

- i) carry out internal and external inspections of the **Buildings** at least every 3 months or as frequently as permitted under the tenancy agreement, and
 - a. maintain a log of those inspections and retain that log for at least twenty-four (24) months, and
 - b. carry out a six (6) monthly management check of that inspection log.
- ii) 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.
- iii) obtain and record details of **Your** tenant's bank account and verify those details by receiving rental payments from that account.
- iv) obtain and record a written formal identification of any prospective tenant.

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.

General Conditions (continued)

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 Acts and Vandalism, 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 no 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**

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 connected with a frost-stat and be set to operate continuously for 24 hours each day at no less than 4 degrees Celsius

Otherwise, all **Damage** caused by the Insured Event of **Escape of water or oil from any tank, apparatus or pipe or overflowing, discharge or leaking of any sprinkler apparatus**, will be excluded under **Section 1 - Buildings Insurance** and **Section 2 - Contents Insurance**.

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**.

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**.

Asbestos

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

General Conditions (continued)

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**.

Claims Conditions

Your Duties

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

- i. notify the **Underwriters'** Claims Representatives without delay, but in any event, within 30 days by calling:

Telephone Number: +44 (0) 1732 520288 (including out of office hours)
E-mail address: intake@woodgate-clark.co.uk
- 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) Details of the loss or **Damage** together with the claim value if known
 - vi) Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.
- a) 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

General Conditions (continued)

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.

- b) 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
 - iii) 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.

Our rights after a claims

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.

Fraudulent claims

You must not act in a fraudulent way. If **You**, or anyone acting for **You**:

- Makes a claim under the **Policy**, knowing the claim is false or exaggerated in any way;
- Makes a statement to support a claim, knowing the statement is false;
- Submits a document in support of a claim knowing the document to be forged or false in any way;
- Make a claim in respect of any loss or **Damage** caused by **Your** wilful act or with **Your** connivance,

We:

- Will not pay the claim and all cover under this **Policy** will cease;
- **We** will not pay any other claim which has been or will be made under this **Policy**;
- May at **Our** option declare the **Policy** void;
- Will be entitled to recover from **You** the amount of any claim **We** have already paid under the **Policy** since the last renewal date;
- Will not return any premiums **You** have paid; and
- May inform the Police.

Disagreement over the amount of the claim

If **We** accept **Your** claim, but disagree over the amount due to **You**, the matter will be passed to an arbitrator who both **You** and **We** agree to. When this happens, the arbitrator must make a decision before **You** can start proceeding against **Us**.

General Conditions (continued)

Sanctions Suspension Clause

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

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

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

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.

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.

Cancellation (continued)

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.

General Exclusions

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

Asbestos Exclusion Clause

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.

Building Works Exclusion Clause

This **Policy** does not cover any loss, **Damage** or liability directly or indirectly 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

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**.

General Exclusions (continued)

Cyber Act

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

Cyber Incident

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

Computer System

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned

and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

Data

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

Communicable Disease Exclusion

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

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

General Exclusions (continued)

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 Clause

In no case will this **Policy** cover loss, **Damage**, liability, or expense, directly or indirectly caused by or contributed 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
- 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 Clause

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.

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.

Portable Heating Exclusion Clause

The insurance by this **Policy** does not cover **Damage** caused by **Portable Heating**.

Terrorism Exclusion Clause

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

This exclusion also excludes loss, **Damage**, cost or expense of any 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**.

General Exclusions (continued)

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.

Section 1 - Buildings Insurance

The **Schedule** will show if this cover applies.

What is covered	What is not covered
Insured Events	
Loss or Damage to Your Buildings during the Period of Insurance caused by the following insured events.	Unless otherwise shown in the Schedule , We will not pay the first amount of every claim as displayed under the General Condition - Policy Excess(es)
1. Fire and smoke, earthquake, lightning, explosion and aircraft and other flying objects or anything dropped from them.	Loss or Damage caused by or consisting 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.
2. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	- Loss or Damage arising from confiscation, requisition or destruction by order of the government or any public authority - Loss or Damage while the Property is Unoccupied, unless Unoccupied Silver, or Gold cover is shown operative in the Schedule.
3. Being hit by any vehicle (including goods falling from them), train or animal.	- Loss or Damage caused by pets. - Loss or Damage caused to: - Paths or drives by the weight of any vehicle; or - Roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway). - Loss or Damage while the Property is Unoccupied, unless Unoccupied Silver, or Gold cover is shown operative in the Schedule.
4. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	Loss or Damage while the Property is Unoccupied, unless Unoccupied Gold cover is shown operative in the Schedule.
5. Falling trees or branches, telegraph poles, pylons, Aerials or lampposts.	- Loss or Damage: - To hedges, fences and gates. - Caused by cutting down or trimming trees or branches. - Arising from the weight of any vehicle. - The cost of cutting down all or part of a fallen tree or taking it away, unless the fallen tree has Damaged the Buildings. - Loss or Damage while the Property is Unoccupied, unless Unoccupied Silver, or Gold cover is shown operative in the Schedule.

Section 1 - Buildings Insurance (continued)

6. Theft or attempted theft.	• Loss or Damage: ○ Caused by a person authorised to be in any part of Your Buildings. ○ Caused to the Buildings unless accompanied with forcible and violent entry into or exit from the Property. • Loss or Damage while the Property is Unoccupied, unless Unoccupied Gold cover is shown operative in the Schedule.
7. Malicious acts or vandalism.	• Loss or Damage: ○ In excess of £5,000 for Damage caused by malicious persons authorised to be in the Buildings at the time of the Damage unless You have obtained a satisfactory Tenant Reference. • Loss or Damage while the Property is Unoccupied, unless Unoccupied Gold cover is shown operative in the Schedule
8. Storm or flood.	• Loss or Damage: ○ Attributable solely to a change in the water table level. ○ Caused by frost. ○ To fences, gates and hedges. ○ To swimming pools, tennis courts, squash courts, greenhouses and wooden outbuildings. • Loss or Damage: ○ Caused by Subsidence, Heave or Landslip. (Subsidence, Heave or Landslip caused by storm or flood would be considered under the insured event 10 subject to the exclusions and Excess applicable to that section).
9. Escape of water or oil from any tank, apparatus or pipe or overflowing, discharge or leaking of any sprinkler apparatus.	• Loss or Damage while the Property is Unoccupied. • Loss or Damage caused by Subsidence, Heave or Landslip. (Subsidence, Heave or Landslip caused by storm or flood would be considered under the insured event 10 subject to the exclusions and Excess applicable to that section).

Section 1 - Buildings Insurance (continued)

10. Subsidence or Heave of the site on which Your Buildings stand, or Landslip.	• Loss or Damage caused by or resulting from the Settlement or movement of made up ground or coastal or river or watercourse erosion. • Loss or Damage caused by faulty design, workmanship or material. • Loss or Damage caused by demolition of or alterations or repairs to the Buildings. • Loss or 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. • Loss or 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. • Loss or Damage which originated prior to the inception of this cover. • We will not pay for normal Settlement or bedding down of new structures.
11. Accidental breakage of fixed glass, sanitary fixtures and ceramic hobs forming part of the Buildings	• Loss or Damage while the Property is Unoccupied, unless Unoccupied Gold cover is shown operative in the Schedule.

Section 1 - Buildings Insurance (continued)

Accidental Damage to Buildings

The **Schedule** will show if this cover applies.

What is covered	What is not covered
Insured Events	
Loss or Damage to Your Buildings during the Period of Insurance caused by the following insured events.	Unless otherwise shown in the Schedule , We will not pay the first amount of every claim as displayed under the General Condition - Policy Excess(es)
We will pay for Accidental Damage to Your Buildings	• 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. • We will not pay for Damage caused by collapse or cracking of the Buildings. • 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. • We will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information. • 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. • We will not pay for mechanical or electrical breakdown or failure of machinery or equipment. • 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. • We will not pay for normal Settlement or bedding down of new structures. • We will not pay for Damage to the interior of any Buildings caused by rain, snow, sand or dust, whether driven by wind or not, unless the Buildings, first sustains storm Damage to its roof through which the rain, snow, sand or dust enters. • We will not pay for Damage caused by pets.

Section 1 - Buildings Insurance (continued)

Extensions to Buildings Insurance

We will also cover the following.

What is covered	What is not covered
Loss or Damage to Your Buildings during the Period of Insurance caused by the following insured events.	Unless otherwise shown in the Schedule , We will not pay the first amount of every claim as displayed under General Condition - Policy Excess(es)
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; - The escape of water from any tank, apparatus or pipe serving the Buildings. - Accidental Damage to cables, underground pipes and drains serving the Buildings.	- Any amount over £10,000 for any one claim. - Loss or Damage while the Property is Unoccupied, unless Unoccupied cover Gold is selected. (Where Unoccupied cover Gold is selected, the cover is restricted to locating the source of Damage.)
2. Loss of Metered Water, Oil and Gas We will pay for the cost of metered water, oil or gas which You are legally responsible arising out of accidental escape from tanks, apparatus and pipes as a result of Damage caused by an insured event.	- Any amount over £2,500 for any one claim. - Any amount over £5,000 for any one Period of Insurance. - Any loss where remedial action has not been taken within 7 days following discovery of the occurrence of the Damage. - Loss or Damage while the Property is Unoccupied, unless Unoccupied cover Gold is selected.
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 out of 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.	Loss or Damage while the Property is Unoccupied, unless Unoccupied cover Gold is selected.
4. Accidental Damage to Underground Cables, Pipes and Tanks We will pay You for accidental Damage to underground cables, pipes, drains and tanks servicing the Buildings for which You are legally responsible.	Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. Damage for which You are not legally responsible. Damage to any part of the pipe or cable above the ground-level.

Section 1 - Buildings Insurance (continued)

5. Loss of Rent or Costs for Alternative Accommodation Following an insured event which results in the Buildings become uninhabitable or partly uninhabitable and cannot be let, We will pay You: i) loss of rent; or ii) if necessary, the cost of alternative accommodation for the Residents (including Your tenants) of the Building. For the purposes of this extension the definition Residents means: • Residential Long Leaseholders including those that form a Management Company • Residents that own the Property, but only occupy part of the Building.	• We will not pay for more than 20% of the Buildings Sum Insured (or as stated in the Schedule) or more than £150,000 in respect of alternative accommodation (whichever is the lesser). • We will not pay for loss of rent arising from the tenants leaving the Premises without giving You notice. • We will not pay for rent the tenants have not paid. • We will not pay for loss of rent to any Premises that were Unoccupied immediately before the insured event. • We will not pay for any letting agents share of the rent or any other expenses You must pay to the letting agent. • We will not pay for loss of rent arising from any part of the Buildings that is used for anything other than domestic accommodation. • We will not pay for loss of rent after We consider the Buildings are fit to be let. • We will not pay for loss of rent and costs for alternative accommodation under one claim. You must claim for either loss of rent or costs for alternative accommodation.
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.	• Any amount over £10,000 for any one Period of Insurance.
7. 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 General Conditions section).	• Any amount over £5,000 in total in any one Period of Insurance, regardless of the number of Premises insured. • Loss or Damage while the Property is Unoccupied.
8. Theft of Keys We will pay for the cost of replacing external door locks after the loss of keys due to: • Theft from the Property, a registered office or from Your home. • Theft following hold-up when the keys are in the personal custody of You or any principal, director, partner. • Reasonable evidence that the keys have been duplicated by an unauthorised person.	• Any amount over £1,000 for any one claim. • Loss of keys or theft of keys caused by the tenants

Section 1 - Buildings Insurance (continued)

9. Damage Caused by the Emergency Services We will pay for Damage caused by fire, ambulance or police services if they have to make a forced entry to the Property while responding to a potential danger to the Property or Injury to persons.	Any amount over £25,000 for any one claim.
10. Building Fees and the Cost of Removing 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	- Any Costs: ○ For preparing a claim; ○ Which relate to undamaged parts of Your Buildings, except the foundations of the damaged parts of Your Buildings; ○ Involved in meeting regulations and laws if served on You before the loss or Damage happened; or ○ For making the site stable.
11. Refilling Fire Extinguishers or Replacing/Refilling Sprinkler Tanks/Refilling Sprinkler Tanks The costs of refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks which have been incurred by You and which We have agreed in writing, following loss or Damage covered under Section One.	Any amount over £2,500 for any one Period of Insurance.
12. Clearing Illegally Deposited Property The costs of clearing and removing any property illegally deposited at the Property which have been incurred by You and which We have agreed in writing.	Any amount over £750 for any one Period of Insurance.

Settling Claims

1. Reinstatement Conditions

- i) **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.
- ii) No payment will be made under this condition: -
 - a. unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
 - b. until the **Cost of Reinstatement** has actually been incurred;
 - c. if the **Buildings** at the time of the **Damage** are insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **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 out of 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

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

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

Section 1 - Buildings Insurance (continued)

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:

- (i) If an individual **Sum Insured** is specified on the **Schedule** for that item, **Underwriters'** liability will be limited to that **Sum Insured**;
- (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 the **Removal of Debris**.

Conditions applicable to this section

Average (Under-insurance)

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

Section 1 - Buildings Insurance (continued)

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

The **Schedule** will show if this cover applies.

What is covered	What is not covered
Insured Events	
Loss or Damage to Your Contents during the Period of Insurance caused by the following insured events.	Unless otherwise shown in the Schedule , We will not pay the first amount of every claim as displayed under General Condition - Policy Excess(es)
1. Fire and smoke, earthquake, lightning, explosion and aircraft and other flying objects or anything dropped from them.	Loss or Damage caused by or consisting 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.
2. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	- Loss or Damage arising from confiscation, requisition or destruction by order of the government or any public authority. - Loss or Damage while the Property is Unoccupied, unless Unoccupied Silver, or Gold cover is shown operative in the Schedule.
3. Being hit by any vehicle (including goods falling from them), train or animal.	- Loss or Damage caused by pets. - Loss or Damage caused to: - Paths or drives by the weight of any vehicle; or - Roads, land, pavements, piers jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway). - Loss or Damage while the Property is Unoccupied, unless Unoccupied Silver, or Gold cover is shown operative in the Schedule.
4. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	Loss or Damage while the Property is Unoccupied, unless Unoccupied Gold cover is shown operative in the Schedule.
5. Falling trees or branches, telegraph poles, pylons, Aerials or lampposts.	- Loss or Damage: - To hedges, fences and gates. - Caused by cutting down or trimming trees or branches. - Arising from the weight of any vehicle. - The cost of cutting down all or part of a fallen tree or taking it away. - Loss or Damage while the Property is Unoccupied, unless Unoccupied Silver, or Gold cover is shown operative in the Schedule.

Section 2 – Contents (continued)

6. Theft or attempted theft.	• Loss or Damage: ○ Caused by a person authorised to be in any part of Your Buildings ○ Caused to the Contents unless accompanied with forcible and violent entry into or exit from the Property. • Loss or Damage while the Property is Unoccupied, unless Unoccupied Gold cover is shown operative in the Schedule. • Any amount over £1,000 for Contents in outbuildings and garages.
7. Malicious acts or vandalism.	• Loss or Damage: ○ In excess of £5,000 for Damage caused by malicious persons authorised to be in the Buildings at the time of the Damage unless You have obtained a satisfactory Tenant Reference. • Loss or Damage while the Property is Unoccupied, unless Unoccupied Gold cover is shown operative in the Schedule.
8. Storm or flood.	• Loss or Damage: ○ To property outside the Property; ○ Caused by rising ground water levels.
9. Escape of water or oil from any tank, apparatus or pipe or overflowing, discharge or leaking of any sprinkler apparatus.	• Loss or Damage while the Property is Unoccupied. • The cost of the water or oil.
10. Subsidence or Heave of the site on which Your Buildings stand, or Landslip .	• Loss or Damage caused by: ○ Coastal or river erosion; ○ Settlement; ○ Faulty design, workmanship or materials; ○ Construction work or repairing, demolishing or altering Your Buildings.

Section 2 – Contents (continued)

Accidental Damage to Contents

The **Schedule** will show if this cover applies.

What is covered	What is not covered
Insured Events	
Loss or Damage to Your Contents during the Period of Insurance caused by the following insured events.	Unless otherwise shown in the Schedule , We will not pay the first amount of every claim as displayed under General Condition - Policy Excess(es)
We will pay for Accidental Damage to Your Contents while they are in the Property	• 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. • We will not pay for Damage caused by collapse or cracking of the Buildings. • 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. • We will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information. • 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. • We will not pay for mechanical or electrical breakdown or failure of machinery or equipment. • 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. • We will not pay for normal Settlement or bedding down of new structures. • We will not pay for Damage 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. • We will not pay for Damage caused by pets.

Section 2 – Contents (continued)

Extensions to Contents Insurance

We will also cover the following.

What is covered	What is not covered
Loss or Damage to Your Contents during the Period of Insurance caused by the following insured events.	Unless otherwise shown in the Schedule , We will not pay the first amount of every claim as displayed under General Condition - Policy Excess(es)
1. Temporary Removal Cover under Section 2 - Contents is extended to cover Your Contents whilst temporarily removed from, or in transit to or from the Property for cleaning, renovation, repair or similar purposes but remaining in the United Kingdom, The Channel Islands or the Isle of Man.	- Any amount over £25,000 for any one claim. - Any property insured elsewhere.
2. Damage Caused by the Emergency Services Damage to Your Contents caused by forced access to deal with a medical emergency	Any amount over £25,000 for any one claim.

Settling Claims

How We deal with Your claim

- 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.

- 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.
- 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**.
- 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.

Section 2 – Contents (continued)

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**.

Average (Under-insurance)

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 replacing **Your Contents**, 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 replacement value of **Your Contents**, **We** will only pay two-thirds of the claim.

Proof of Value and Ownership

To help **You** make a claim, **We** recommend that **You** keep receipts and guarantees.

Section 3 – Property Owners’ Liability

This section applies only if the **Schedule** shows that either the **Buildings** are insured under **Section 1 - Buildings Insurance**, or the **Contents** are insured under **Section 2 – Contents Insurance** of this contract of insurance.

What is covered	What is not covered
Part A Part A of this section applies in the following way: - if the Buildings only are insured, Your legal liability as owner only but not as occupier is covered under Part A below. - if the Buildings and Contents are insured, Your legal liability as owner or occupier is covered under Part A below. We will pay for Your legal liability i) as owner or occupier up to the limits stated in the Schedule for any amounts You become legally liable to pay as damages for bodily Injury and / or Damage to property caused by an accident happening at the Premises during the Period of Insurance. We will not pay in respect of pollution and/or contamination: - more than GBP 2,000,000 in all in respect of other liability covered under this section: - more than GBP 2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which We have agreed in writing	- For bodily Injury to: You - any other permanent member of the home unless a signed lease agreement is in force. - any person who at the time of sustaining such Injury is engaged in Your service. - for bodily Injury arising directly or indirectly from any communicable disease or condition. - arising out of any criminal or violent act to another person or Property. - arising directly or indirectly out of any profession, occupation, business or employment. - which You have assumed under contract, and which would not otherwise have attached. - arising out of Your ownership, possession or use of: - any motorised or horse drawn vehicle other than domestic gardening equipment used within the Premises. - any power-operated lift. - any aircraft or watercraft other than manually operated rowing boats, punts or canoes. - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991. - in respect of any kind of pollution and/or contamination other than: - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Premises named in the Schedule; and reported to Us not later than 30 days from the end of the Period of Insurance. - in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident. - arising out of Your ownership, occupation, possession or use of any land or Building that is not within the Premises. - if You are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted. - The Excess.

Section 3 – Property Owners’ Liability (continued)

Part B We will pay for any amount You become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by You. We will not pay in respect of pollution and/or contamination: - more than GBP 2,000,000 in all in respect of other liability covered under this section: - more than GBP 2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which We have agreed in writing.	We will not pay for any liability if You are entitled to payment under any other insurance for the cost of repairing any fault or alleged fault. - The Excess.
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Section 4 – Accidents to Domestic Staff

This section applies only if the **Schedule** shows that it is included.

What is covered	What is not covered
We will indemnify You for the amounts You become legally liable to pay, including costs and expenses which We have agreed in writing, for Bodily Injury by accidents happening during the Period of Insurance anywhere in the world to Your domestic staff employed in connection with the Premises shown in the Schedule. We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which We have agreed in writing.	• We will not indemnify You for Bodily Injury arising directly or indirectly: a) from any vehicle used for racing, pacemaking or speed testing b) from any communicable disease or condition c) from any vehicle in Canada or the United States of America d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the Period of Insurance