

CX Commercial Property Owners Certificate Wording

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1102B1021 to the undersigned by **Underwriters**, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "Underwriters" and in consideration of the premium specified herein.

THE **UNDERWRITERS** hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, Damage or liability are proved.

PROVIDED always that:

1. The liability of the **Underwriters** shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the **Underwriters**;
2. This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Certificate has been signed as follows:

100% Great Lakes Reinsurance (UK) PLC

This Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Certificate has been signed at the place stated and on the date specified in the schedule on behalf of

For and on behalf of **Underwriters**:

Signed:



Authorised Signatory

IMPORTANT

This Certificate is a legal contract and it is important that **You** examine it carefully to make sure that it meets **Your** requirements. If it does not, or Your requirements change, please let us know right away. **You** are reminded of the need to tell us immediately of any facts or changes which **We** would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the certificate, or may result in the certificate not operating fully.

Definitions

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

Aerials

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

Asylum Seeker

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

Buildings

The **Premises** and its domestic outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, gates.

Contents

Household goods, furnishings and appliances for which **You** are responsible.

Damage

Accidental physical **Damage** to tangible property.

Deep Fat Frying

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

Injury

Accidental death of, accidental physical bodily **Injury**, physical illness or physical disease to, any third party.

Insurers/We/Our/Underwriters

Great Lakes Reinsurance (UK) PLC.

Insured/You/Your

The person or people named in the Certificate Schedule.

Landlords Fixtures and Fittings

Fixtures and **Fittings**, interior decorations, and **Aerials** for which **You** are responsible and **Your Contents** in any residential section of the **Premises**.

Loss

Accidental physical **Loss**, destruction or **Damage**

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.

Premises

The Insured Property as stated in the Certificate Schedule including any self-contained residential accommodation forming part of the **Buildings**.

Renovation

Internal painting and decorating, tiling, replacement of bathroom and / or kitchen Fixtures and Fittings including sinks, wash basin, w.c, bath and shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.

Unoccupied

The **Premises** is **Unoccupied** when it has not been occupied for its intended use for 30 consecutive days or more.

Buildings Insurance

Subject to any Exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Policy limits, **We** will cover **You** against **Loss** or **Damage** to the **Buildings** caused by an Insured Peril. **We** will not cover **You** for the Certificate Excess shown in the Certificate Excesses section of this Certificate.

Insured Perils

- 1 Fire, explosion, lightning and earthquake
- 2 Riot, civil commotion, strikes, labour or political disturbances, Excluding
 - a **Loss** or **Damage** while the **Premises** is **Unoccupied**
- 3 Malicious acts or vandalism, Excluding
 - a Any claim for **Loss** or **Damage** of more than £2,500 caused by any person lawfully allowed in any part the of the **Premises**
 - b **Loss** or **Damage** caused when the **Premises** is **Unoccupied**
 - c **Loss** or **Damage** caused when the **Premises** is occupied by **Asylum Seekers**.
- 4 Storm or Flood, Excluding
 - a **Loss** or **Damage** caused by frost
 - b **Loss** or **Damage** caused by a change in the water table
 - c **Loss** or **Damage** to gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, greenhouses and outbuildings
- 6 Water or oil escaping from any fixed domestic appliance or system (including sprinkler systems), Excluding
 - a **Loss** or **Damage** while the **Premises** is **Unoccupied**
 - b **Loss** or **Damage** to the appliance or system from which the water or oil escaped
- 7 Frost **Damage** to fixed water or heating systems in the **Premises**, Excluding
 - a **Loss** or **Damage** while the **Premises** is **Unoccupied**
- 8 Theft or attempted theft, Excluding
 - a Theft or attempted theft caused by a person lawfully allowed in any part of **Your Premises**
 - b Theft or attempted theft while the **Premises** is **Unoccupied**
 - c **Loss** by deception unless the **Premises** was entered using forcible, violent and violent means
 - d **Loss** or **Damage** caused when the **Premises** is occupied by **Asylum Seekers**
- 8 The **Building** being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling **Aerials**, or vehicles, Excluding
 - a **Loss** or **Damage** caused to paths or drives by the weight of any vehicle
 - b **Loss** or **Damage** arising from cutting down or trimming of trees

Buildings Insurance (continued)

9 Subsidence or heave of the site the **Buildings** stand on or landslip, Excluding

- a **Loss** or **Damage** caused by the settlement or movement of made up ground or resulting from coastal or river or watercourse erosion
- b **Loss** or **Damage** caused by faulty design, workmanship or material
- c **Loss** or **Damage** caused by demolition of or alterations or repairs to the **Buildings**
- d **Loss** or **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Premises** are **Damaged** at the same time and by the same cause
- e The **Premises** or land it is on settling, shrinking, bedding down or expanding
- f **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, hedges or service tanks unless the **Premises** was **Damaged** at the same time and by the same cause
- g **Loss** or **Damage** which originated prior to the Inception of this cover
- h **We** will not pay for normal settlement or bedding down of new structures

10 Accidental **Damage** to any cables or underground services pipes (including hatches and covers) servicing the **Premises**, Excluding

- a **Loss** or **Damage** to any part of the cable or service pipe within the **Buildings** (excluding and claim for **Loss** or **Damage** of more than £2,500 each and every claim

11 Accidental **Damage**

This extension only applies if shown in **Your** schedule.

We will pay for accidental **Loss** or destruction to the **Buildings**.

Exclusions

- a **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b **We** will not pay for explosion occasioned 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
- c **We** will not pay for collapse or cracking of the **Buildings**
- d **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, marring or scratching
- e **We** will not pay for acts of fraud or dishonesty
- f **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g **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
- h **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Premise is **Unoccupied**
- j **We** will not pay for normal settlement or bedding down of new structures
- k **We** will not pay for **Damage** to property as a result of its undergoing any process
- l **We** will not pay for **Damage** to property in transit
- m **We** will not pay for **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n **We** will not pay for property or structures in the course of construction or erection
- o **We** will not pay for **Loss** or **Damage** specifically excluded elsewhere under the **Buildings** section or elsewhere in this Certificate
- p **We** will not pay for the cost of general maintenance or upkeep

Buildings Insurance (continued)

- q **We** will not pay for **Loss** or **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.

12 Trace and Access

The reasonable costs necessarily incurred by the **Insured** 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 **Premises**
- b) accidental **Damage** to cables, underground pipes and drains serving the **Premises**

Provided that the maximum amount payable under this Extension shall not exceed in any one period of insurance £2,500.

Additional Extensions

Metered Water

This certificate extends to include **Loss** from accidental escape of metered water from water tanks, apparatus and pipes in consequence of an Insured Peril but only to the extent that such **Loss** is determined by measurement from the water authority meter for which **You** are responsible. This Clause excludes any **Loss** which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage**. The amount payable is limited to such excess water charges levied by the water authority and in no case exceeding £2,500 in respect of any one **Loss** and £5,000 in the aggregate in any one period of insurance. **You** must record the reading of the meter at intervals of not more than 30 days.

Loss of Rent

We will pay up to 20% of **Buildings** sum insured (or as stated in the schedule) for **Loss** of rent if the **Premises** becomes uninhabitable or partly uninhabitable and cannot be let due to one of the insured events listed under the **Buildings** Insurance section of this Certificate.

Exclusions

- a **We** will not pay for **Loss** of rent arising from the tenants leaving the **Premises** without giving **You** notice
- b **We** will not pay for rent the tenants have not paid
- c **We** will not pay for **Loss** of rent to any **Premises** that were **Unoccupied** immediately before the insured event giving rise to a claim
- d **We** will not pay for any letting agents share of the rent or any other expenses **You** must pay to the letting agent
- e **We** will not pay for **Loss** of rent after **We** consider the **Premises** is fit to be let

Index Linking

We will increase **Your** sum insured each month in line with the house rebuilding cost index produced by the House Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors.

Transfer of Interest

If at the time of **Loss** destruction or **Damage** to the **Buildings** hereby insured the same are under a binding but uncompleted contract for sale by **You** and the purchaser does not hold any insurance against such **Loss** destruction or **Damage** then on completion of the sale and at the request of **You** the purchaser shall be entitled to the benefits of this Certificate applicable to such **Loss** destruction or **Damage** without prejudice to the rights and liabilities of **You** or **Us** under this Certificate up to the date of completion.

Buildings Insurance (continued)

Architects Surveyors Legal and Consulting Engineers Fees

An amount in respect of architects surveyors legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the **Premises** consequent upon its **Damage** but not for preparing any claim it being understood that the amount payable for such destruction or **Damage** and fees shall not exceed in the aggregate the sum insured.

European Community and Public Authorities

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of;

- a) European Community Legislation or
- b) **Building** or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of the lost destroyed or **Damaged** property thereby insured undamaged portions thereof

Excluding;

- a) the cost incurred in complying with the Stipulations:-
 - 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 the **Insured** 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 peril hereby insured against
- b) the additional cost that would have been required to make good the property lost destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations 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 thereof by reason of compliance with the Stipulations.

Special Conditions

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as the **Underwriters** may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **Underwriters** under this Extension not being thereby increased
- 2) If the liability of the **Underwriters** under (any item of) this Section apart from this Extension shall be reduced by the application of any of the terms and conditions of the certificate then the liability of the **Underwriters** under this Extension (in respect of any such item) shall be reduced in like proportion

Buildings Insurance (continued)

- 3) The total amount recoverable under any item of this section in respect of this extension shall not exceed;
- a) in respect of the lost destroyed or **Damaged** property
 - i) 15% of its sum insured
 - ii) where the sum insured by the item applies to property at more than one **Premises** 15% of the total amount for which the **Underwriters** would have been liable had the **Premises** by the item at the **Premises** where the **Damage** has occurred been wholly destroyed
 - b) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the **Underwriters** would have been liable had the **Premises** by the item at the **Premises** where the **Damage** has occurred been wholly destroyed
- 4) The total amount recoverable under any item of this Section shall not exceed its sum insured
- 5) All the terms and conditions of the certificate except insofar as they are varied hereby shall apply as if they had been incorporated herein.

Removal of Debris

Costs and expenses necessarily incurred by the **Insured** 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 **Premises**
- d) clearing drains sewers and gutters at the **Premises**

As a result of **Damage** hereby insured against.

The **Underwriters** will not pay for any costs or expenses;

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

The liability of the **Underwriters** under this Extension and this Section in respect of any item shall in no case exceed the sum insured thereby.

Settling claims for **Loss** or **Damage**

If the **Buildings** are **Damaged** **We** will pay the cost of replacing or repairing the **Damaged Buildings** provided:

- i) the **Buildings** were in good repair before the incident giving rise to the **Damage**
- ii) the sum insured is at least the same as the cost of rebuilding the **Buildings**

If the **Buildings** are **Damaged** and the sum insured is less than the cost of rebuilding the **Buildings** then **You** shall be considered as being **Your** own **Insurer** for the difference and shall bear a rateable share of the **Loss** accordingly.

We will not reduce the sum insured after a claim as long as the replacement or repair work is completed, and any recommendations **We** make to prevent further **Damage**, are carried out without delay.

The most **We** will pay for one claim is the sum insured for **Buildings** (less any applicable excess).

We will not pay for replacing any undamaged part or item forming part of a set.

Landlords Fixtures and Fittings Insurance

This section only applies if shown in **Your** schedule.

Subject to any Exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Policy limits, **We** will cover **You** for **Loss** or **Damage** to the **Landlords Fixtures** and **Fittings** in **Your Premises** or its outbuildings or private garage caused by the following Insured Perils. **We** will not cover **You** for the Certificate excess which is shown in the Certificate Excesses section of this Certificate.

Insured Perils

- 1 Fire, Explosion, Lightning and earthquake
- 2 Riot, civil commotion, strikes, labour or political disturbances, Excluding
 - a **Loss** or **Damage** while the **Premises** is **Unoccupied**
- 3 Malicious acts or vandalism, Excluding
 - a **Loss** or **Damage** caused by a person lawfully allowed in any part of **Your Premises**
 - b **Loss** or **Damage** caused when the **Premises** is **Unoccupied**
- 4 Storm or Flood, Excluding
 - a **Loss** or **Damage** to **Landlords Fixtures** and **Fittings** in the open
 - b **Loss** or **Damage** caused by frost
 - c **Loss** or **Damage** caused by a change in the water table
- 5 Water or oil escaping from any fixed domestic appliance or system, Excluding
 - a **Loss** or **Damage** while the **Premises** is **Unoccupied**
 - b **Loss** or **Damage** to the appliance or system the water or oil escaped from
- 6 Theft or attempted theft, Excluding
 - a Theft or attempted theft caused by a person lawfully allowed in any part of **Your Premises**
 - b Theft or attempted theft while the **Premises** is **Unoccupied**
 - c Theft or attempted theft by deception unless the **Premises** was entered using forcible or violent entry means
 - d Any amount over £500 from outbuildings and garages
- 7 The **Building** being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling **Aerials**, or vehicles, Excluding
 - a **Loss** or **Damage** arising from the cutting down of trees
- 8 Subsidence or heave of the site the **Buildings** stand on or landslip, Excluding
 - a **Loss** or **Damage** caused by the settlement or movement of made up ground)or resulting from coastal or river or watercourse erosion
 - b **Loss** or **Damage** caused by faulty design, workmanship or material
 - c **Loss** or **Damage** caused by demolition of or alterations or repairs to the **Buildings**
 - d **Loss** or **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Premises** are **Damaged** at the same time and by the same cause
 - e The **Premises** or land it is on settling, shrinking, bedding down or expanding

Landlords Fixtures and Fittings Insurance (continued)

- f **Loss** or **Damage** which originated prior to the Inception of this cover
- g **We** will not pay for normal settlement or bedding down of new structures

Settling claims for **Loss** or **Damage**

1 If the **Landlords Fixtures** and **Fittings** suffer **Loss** or **Damage** **We** will replace the **Damaged Landlords Fixtures** and **Fittings** as new, as long as the sum insured is at least equal to the cost of replacing all the **Landlords Fixtures** and **Fittings**, However **We** may at **Our** option;

- a pay the cost of replacing the item as new, or
- b pay the cost of repairing any item.

2 If the **Landlords Fixtures** and **Fittings** suffer **Loss** or **Damage** and the sum insured is not equal to the cost of replacing all the **Landlords Fixtures** and **Fittings** as new, then **You** shall be considered as being **Your** own **Insurer** for the difference and shall bear a rateable share of the **Loss** accordingly.

We will not pay for replacing any undamaged part or item forming part of a set.

The most **We** will pay for any one claim is the sum insured for **Landlords Fixtures** and **Fittings**, as shown on the Schedule, less any excess.

We will not reduce the sum insured after a claim as long as the repair work is completed, and any recommendations **We** make to prevent further **Loss** or **Damage**, are carried out without delay.

Accidental Damage

This extension only applies if shown in **Your** schedule.

We will pay for accidental **Loss** or destruction to the **Landlords Fixtures** and **Fittings**.

Exclusions

- a **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b **We** will not pay for explosion occasioned 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
- c **We** will not pay for **Loss** or **Damage** caused by collapse or cracking of the **Buildings**
- d **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, marring or scratching
- e **We** will not pay for acts of fraud or dishonesty
- f **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g **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
- h **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the **Building** is **Unoccupied**
- j **We** will not pay for normal settlement or bedding down of new structures
- k **We** will not pay for **Damage** to property as a result of its undergoing any process
- l **We** will not pay for **Damage** to property in transit
- m **We** will not pay for **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n **We** will not pay for property or structures in the course of construction or erection

Landlords Fixtures and Fittings Insurance (continued)

- o **We** will not pay for any **Damage** specifically excluded elsewhere under the **Landlords Fixtures and Fittings** Section or elsewhere in this Certificate
- p **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals
- q **We** will not pay for **Loss** or **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.
- r **We** will not pay for the cost of general maintenance or upkeep
- s excluding and claim for **Loss** or **Damage** of more than £5,000

Property Owners Liability Insurance

Subject to any Exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Policy limits, **We** will pay all sums which **You** are legally liable to pay as compensation for **Injury** to any person or **Loss** or **Damage** to third party property arising as a consequence of **Your** ownership of the **Premises**, plus **Your** defence costs and expenses (incurred with **Our** prior written agreement),

- a Legal Liability arising from any contract or agreement unless **You** would have had the liability if the contract or agreement had not existed
- b Legal Liability arising from **Your** profession, business or employment other than as owner of the **Premises**
- c Legal Liability arising from **You** owning any land or **Building** other than the **Premises** indicated in the Schedule
- d Legal Liability arising from **You** owning, possessing or using any:
 - i aircraft;
 - ii watercraft or hovercraft;
 - iii animal;
 - iv caravan or trailer;
 - v crossbow or firearm;
 - vi motor vehicle other than gardening equipment.
- e **Injury to You**
- f **Loss** or **Damage** to property **You** own or have in **Your** possession
- g Any unlawful act
- h Bodily **Injury** to any of **Your** employees or employers working on **Your** behalf or in connection with this insurance
- i More than £2,000,000 (or as stated in the schedule) for any claim or claims arising from one event
- j Legal liability arising out of Pollution/Contamination

Certificate Excesses

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

	Occupied Property built after 1800	Occupied Property built before 1800	Unoccupied Property days 0-60	Unoccupied Property days 61+
Subsidence, Landslip or heave	£1000	£1000	£1000	£1000
Buildings	£250	£250	£500	£2500
Landlords Fixtures and Fittings	£250	£250	Cover not available	Cover not available
Loss of Rent	£250	£250	Cover not available	Cover not available
Property Owners Liability	£250	£500	£500	£2500

Claims Procedure and Conditions

If **You** need to make a claim, please follow the procedure below so **We** can deal with the matter efficiently.

It is a condition precedent to liability that

You must do the following:

1. Contact the agent that arranged this insurance for **You** as soon as reasonably possible or contact **Us** on telephone number 0845 604 6615 or 02920 558639. Then in order to make the **Buildings** secure **You** may undertake temporary repairs as defined and stated below.
2. Give **Us** full written details of **Your** claim as soon as reasonably possible, and always within 30 days.
3. **You** must notify **Us** within 7 days for claims under the Riot or Malicious acts or vandalism Insured Perils.
4. Tell the police immediately if **Damage** has been caused by Theft, attempted theft, Malicious acts or vandalism.
5. Take all reasonable steps to reduce and prevent any further **Injury, Loss or Damage**.
6. Give **Us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
7. Send to **Us** (unanswered) every letter, claim, writ, summons or other legal document **You** receive in relation to the claim.
8. Supply, at **Your** own expense, all reports, certificates, plans, specifications, quantities information, proof of rent being received and help **We** ask for.

You must not do the following:

1. Abandon any item to **Us**.
2. Dispose of any **Damaged** items before **We** have inspected them.
3. Negotiate, admit or settle any claim or offer without **Our** permission in writing.

We may do the following:

1. Enter any of the **Buildings** where the **Injury or Damage** has happened, keep the insured property and deal with the salvage in a reasonable way.
2. Negotiate defend or settle (in **Your** name and on **Your** behalf) any claim made against **You**.
3. Appoint a **Loss** adjuster to deal with the claim.
4. Arrange to repair the **Damage** to the **Buildings** or insured property.

Claims Procedure and Conditions (continued)

Temporary Repairs

You may make good the **Buildings** following **Damage** caused by an Insured Peril without **Our** prior authorisation. **You** are permitted to do the following without prejudicing **Your** position:

- a Necessary boarding up following **Damage** to fixed glass in windows, doors, fan lights and skylights to make the **Buildings** secure
- b The provision of temporary doors for the purpose of weather proofing or securing the **Buildings**
- c Weather proofing **Buildings**
- d Securing the site

Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of this Certificate.

Conditions Precedent to Liability

The following are Conditions Precedent to **Insurers** liability under this Certificate. **You** must comply with these Conditions. Failure to do so may invalidate any claim.

1. Changes in circumstances

You must immediately tell **Us** about any change in **Your** circumstances. In particular **You** must tell **Us** if there is a change to:

- a the address of the **Premises**;
- b the use of the **Premises** (including if **Premises** becomes **Unoccupied**).
- c the type of tenant occupying the **Premises**
- d the **Premises** structure
- e total cost of rebuilding the **Premises**, total cost of replacing the **Landlords** **Fixtures** and **Fittings**
- f any change to the material facts of this certificate

As soon as **You** are aware that the **Premises** will be unattended for more than 14 days 21 in a row anytime during the period 01 November to 15th April

You must immediately:

- a turn off the water at the mains and drain the system
- b turn off any oil supply at the tank

2. **Unoccupied** Properties

If any part or parts of the **Premises** becomes **Unoccupied** during the period of insurance or is **Unoccupied** at the start of this insurance, the following will apply to the **Unoccupied** part or parts:

You or **Your** agents must inspect the **Unoccupied** part or parts of the **Premises** at least every 14 days to make sure that:

- a the gas, electricity and water supply is turned off at the mains and the system drained (unless adequate level of heating is maintained from fixed heating appliances);
- b all outside doors are securely locked;
- c all ground-floor and accessible upper-floor windows are securely fastened and any broken windows boarded up; and
- d the **Premises** and all yards and areas surrounding the **Premises** are free from fuel and waste materials

Conditions Precedent to Liability (continued)

You must keep a record of all inspections and **We** must be able to inspect **Your** records at any time.

If the **Premises** are broken into or vandalised. **You** must immediately:

- a make the property safe and secure;
- b follow the claims procedure set out in this policy; and
- c keep a record of any necessary work and inspections. **We** must be able to inspect **Your** records at any time

The following events will not be covered at any time in respect of the **Unoccupied** part or parts of the **Premises**:

- 1 Riot, civil commotion, strikes, labour or political disturbances
- 2 Malicious acts or vandalism
- 3 Water or oil escaping from any fixed domestic appliance or system
- 4 Theft or attempted theft
- 5 Frost **Damage** to fixed water or heating systems in the **Premises**.
- 6 The first £500 excess of any claim other than Subsidence as specified in the "Certificate Excesses" section for properties **Unoccupied** up to 60 days
- 7 The first £2,500 excess of any claim other than Subsidence as specified in the "Certificate Excesses" section for properties **Unoccupied** for 61 days or more

Also, **We** will not pay for any **Damage** to any part of the **Premises** caused by water or oil escaping from any fixed domestic appliance or system within the **Unoccupied** part or parts of the **Premises**.

3. Maintenance and safety requirements

- a A current Gas Safety record must have been issued and complied with and a Capita registered contractor must inspect and service all gas appliances at least every 12 months. Also, any necessary repairs and maintenance must be carried out by a member of Capita registered contractor
- b It is a condition precedent to liability that a current and valid electrical certificate is issued for the **Premises** and that electrical installation will be inspected and tested once every three years by a contractor approved by the National Inspection Council for Electrical Installation Contractors (NICEIC) and that defects found will be remedied forthwith in accordance with regulations of the Institute of Electrical Engineers.
- c If furnished, all upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1 March 1993 must keep to the relevant fire resistance requirements.
- d **You** must give **Your** tenants all relevant instruction manuals.

You must keep records of all inspections, checks and work that has been carried out. **We** must be able to inspect these records.

Note: Part Owner Occupied, Long Leasehold or Management Company

The Conditions Precedent to liability numbered 3a, 3b, 3c & 3d will not apply to that part of the **Premises** or property that are occupied by the freehold owner or long leasehold owner.

4. Flat Roof

All flat roof sections (unless constructed of concrete) must be less than 10 years old.

If the above Condition Precedent is not complied with all liabilities for claims arising from **Damage** to or as a result of the flat roof are excluded.

Warranties

1. Deep Fat Frying Warranty

It is warranted that

- a A thermostat is fitted to frying range to prevent the operating temperature exceeding 205⁰c or the suppliers recommended temperature.
- b A high temperature limit control of a non-self resetting type is fitted to shut off the heat source if the temperature of the fat or oil exceeds 230⁰c.
- c The extraction system must vent directly to the outside of the **Premises**.
- d None of the range or associated equipment including ducting and hoods shall be within 150mm of any combustible materials.
- e All grease traps, filters and other removable devices must be cleaned every week and a written record kept thereof.
- f The grease extract ducting shall be cleaned every 6 months and a written record kept thereof.
- g The entire range and associated equipment shall be serviced by the manufacturer/installer or an independent qualified contractor every 12 months.
- h The frying range shall be attended at all times whilst the range is turned on.
- i The frying range must hold the minimum level of oil, as per the manufactures guidelines, to ensure the operation of the thermostatic cut out device.

- j All waste/scraps shall be kept in metal bins and removed at least once a week from the **Premises**.

General Conditions (applicable to all Sections of this Insurance)

- k One of the following types of fire extinguisher must be installed in the vicinity of the range together with an approved fire blanket

1	2 gallons foam type	2	10lb dry powder
3	2 x 10lb carbon dioxide	4	7lbs BCF or BTH

1. Policy Voidable

This Insurance shall be Voidable in the event of non-disclosure, misrepresentation of misdescription in of any material fact or particular.

2. Observance

Observance of the terms of this Certificate relating to anything to be done or complied with by **You** is a Condition Precedent to any liability of **Insurers**.

3. Reasonable care

- a **You** at **Your** own expense must take all reasonable steps to prevent **Injury, Loss or Damage**.
- b **You** must maintain the **Buildings and Landlords Fixtures and Fittings** in a sound condition and good repair.

4. Warranties

Every warranty shall, from the time the warranty applies, continue to be in force throughout the period of the Insurance and non compliance with any warranty insofar as it increases the risk shall be a bar to any claim.

General Conditions (applicable to all Sections of this Insurance) (continued)

5. Personal representatives

If **You** die, **Your** personal representatives will have the benefit of this insurance for period of insurance as long as they tell **Us**, as soon as possible, about **Your** death, and they keep to all terms and conditions of this certificate.

6. Contracts (Right of Third Parties) Act 1999 Clarification Clause

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

7. Cancellation

You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the **Certificate** wording, whichever is the later. Underwriters reserve their rights to charge a proportion of the premium or, if you have made a claim on this **Certificate**, not to refund any premium.

This **Certificate** may be cancelled at any time at the request of the **Insured** in writing to the Intermediary who effected the **Certificate**, and the premium hereon shall be adjusted on the basis below.

If the **Premises** is unoccupied the following return shall be given.

Up to 1 month	75%
2 months	65%
3 months	55%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%
Over 8 months	None

Subject to a minimum time on risk a charge of £50.00 + IPT + any administration fee.

If the **Premises** are occupied then a pro-rotta return will be issued subject to a minimum time of risk charge of £50.00 + IPT + administration fee.

8. Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover

9. Fraudulent claims

We will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and recover any **Money We** have paid to **You** or **Your** representative.

General Conditions (applicable to all Sections of this Insurance) (continued)

10. Governing law

Under UK law **You** and **We** can choose the law that will apply to this insurance contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by and interpreted in accordance with English law.

11. Other insurance

If **You** have any other insurance certificates which cover the same **Loss, Damage** or liability as this Certificate, **We** will pay only **Our** share of any claim.

12. Rights to recovery

We may take, or ask **You** to take any action necessary to recover from a third party any costs **We** become liable for under this Certificate. **We** may do this before or after **We** pay **Your** claim.

13. Non-invalidation Clause

This insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the **Buildings** insured without **Your** knowledge provided that **You** notify **Us** immediately on becoming aware and pays any additional premium that may be required from the date of such change.

14. Data Protection Act 1998

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

General Exclusions

This Certificate does not cover the following:

Existing **Damage**

- a Any **Loss** or **Damage** occurring before the start of this Certificate
- b Any **Loss** or **Damage** deliberately caused by **You** or anyone working on **Your** behalf

Redevelopment, **Building** and construction work(s)

Any **Loss** or **Damage** caused as a result of or in consequence of **Building** work(s) falling outside of and not categorized within the definition of **Renovation**.

Use of the **Buildings**

- a Any **Loss** or **Damage** caused by any portable heaters
- b Costs for keeping to any requirements or regulations **You** knew of before the **Loss** or **Damage** occurred

Loss of value and consequential financial **Loss**

- a **Loss** of value of the **Buildings, Landlords Fixtures and Fittings** or any other property insured.
- b Consequential **Loss** (that is any **Loss** which happens as a result of, or has any side effect financial, economic or otherwise, as a result of any **Loss** to the **Buildings** or **Landlords Fixtures and Fittings You** have insured).

Any **Loss** or **Damage** caused by wear and tear or any gradually operating cause.

Loss or **Damage** caused by domestic pets or by insects or vermin.

Pairs and sets

The cost of replacing or altering any undamaged part or item forming part of a set.

Property not covered

- a Living creatures
- b Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them
- c Property more specifically insured by any other certificate
- d Plants, trees and shrubs in the garden

Property being confiscated or detained by any government or public or local authority.

General Exclusions (continued)

We will not cover **Loss** or **Damage** to fronted glass windows unless otherwise stated on **Your** Certificate Schedule.

Sonic bangs

Any **Loss** of or **Damage** from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

Diminution in value

Any reduction in value of the property insured following repair or replacement paid for under this insurance.

Asbestos Exclusion (applicable to Section Three only)

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, distribution, testing, remediation, removal, storage, disposal, sale, use 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.

Contamination and Pollution Exclusion Clause

1. This **Certificate** shall not cover any loss or **Damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious **Damage**
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption
3. All other terms and conditions of this **Certificate** shall be unaltered and especially the exclusions shall not be superseded by this clause.

Certificate Exclusions

Electronic Data Endorsement

1) Electronic Data Exclusion

Notwithstanding any provision to the contrary within this **Certificate** or any endorsement thereto, it is understood and agreed as follows;

- a) The **Underwriters** shall not be liable for any loss, **Damage**, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contribution concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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

- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this **Certificate** subject to all its terms conditions and exclusions will cover physical **Damage** occurring during the **Period of Insurance** to the **Property Insured** by the original Certificate directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

2) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the **Certificate** or any endorsement thereto, it is understood and agreed as follows;

Should electronic data processing media insured by this **Certificate** suffer physical loss or **Damage** insured by this **Certificate**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Certificate** does not insure any amount pertaining to the value of such **Electronic Data** to the **Insured** or any other party, even if such **Electronic Data** cannot be recreated gathered or assembled.

Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Certificate** inconsistent therewith:

In no case shall this **Certificate** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to or arising from;

- i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion Clause

This **Certificate** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to insured property
(The following **Certificate** Exclusions are applicable to Sections One, Two and Three)
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any way sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Certificate** that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Certificate** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Certificate** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence directly or indirectly of;

- i) civil commotion
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**

In any action suit or other proceedings where **Underwriters** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Certificate** the burden of proving that such loss is covered shall be upon the **Insured**.

Nuclear Energy Risks Exclusion Clause

This **Certificate** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Certificate** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant.
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Certificate Exclusions Continued

Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this **Certificate** or any endorsement thereto it is agreed that this **Certificate** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement 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 **Certificate** the burden of proving the contrary shall be upon the **Insured**.

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

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this **Certificate** 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.

Complaints

Our aim is to provide a first class standard of service. However, if you have any cause for complaint, you should in the first instance, contact the intermediary who arranged this Certificate for you. If you are in any way dissatisfied with their response or require further information or assistance, then you should contact:

Commercial Express Quotes Limited
Unit 4, Castlegate Court,
Castlegate Way,
Dudley
DY1 4RD

If you are not satisfied with the way a complaint has been dealt with you may ask your insurer/**Underwriter** to review your case.

Please write to

The Compliance Officer
Great Lakes Reinsurance (UK) PLC
Plantation Place
30 Fenchurch Street
London
EC3M 7AJ

Telephone: 020 3003 7000
Fax: 020 3003 7010

If you remain dissatisfied and wish to make a complaint, and you are an eligible complainant, you may refer the matter at any time to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

Definition of an Eligible Complaint

An eligible complaint is either a private individual, a **Business** with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of complaint.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) PLC are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Great Lakes Reinsurance (UK) PLC is unable to meet its obligations to you under this contract. If you are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the

Financial Services Compensation Scheme

7th Floor, Lloyd's Chambers,
Portsofen Street
London E1 8BN

and on their website www.fscs.org.uk

Information about the Underwriters

Great Lakes Reinsurance (UK) PLC. Registered in England and Wales No.2189462. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Authorised and regulated by the Financial Services Authority. FSA No. 202715.

Financial Services Authority (FSA)

The FSA register can be checked by visiting their website on www.fsa.gov.uk or by calling 0845 606 1234