

CX Commercial Property Owners Insurance Certificate Summary

About this Summary of Cover

This summary provides key information only about insurers and the insurance cover available within CX Commercial. **This summary does not contain the full Certificate terms, conditions, exclusions and warranties applicable to and governing the insurance contract with you.** These are set out in the Certificate wording which can be found in the Certificate booklet. The Certificate booklet is available on request. If you are in any doubt as to the suitability of the insurance cover that will be available to you, you should consult your insurance agent before requesting insurance cover. **WE RESERVE THE RIGHT TO CHANGE OR LIMIT ANY COVER.**

About the Insurer

CX Commercial is underwritten by Certain Underwriters at Lloyd's. Certain Underwriters at Lloyd's are authorised and regulated by the Financial Services Authority.

Duration of this Insurance

The period of insurance will be for 12 months unless otherwise agreed by us. The period of insurance will be shown in the Schedule.

How to Cancel this Insurance

We may cancel the certificate by writing to you at your last or known address confirming that all cover will end 14 days after the date of our letter; or you may cancel the certificate by giving us written instructions.

If you or we cancel the certificate, and you have not made a claim during the current period of insurance, we will refund the premium, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £50.00 + IPT + any administration fee.

** IMPORTANT NOTICE - Please note, the following cancellation terms apply to any business with an inception / renewal date on or after 26th May 2011 (if before, the above still applies).*

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.

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.

Our Service Commitment to you

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 Certificate or the handling of a claim you should, in the first instance, contact the insurance agent who arranged this insurance for you.

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 the Managing Director at Commercial Express Quotes Ltd. Their address is: -

Managing Director

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

If the matter is not resolved to your satisfaction, please write to:

Compliance Officer

Certificate Holder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 8HA

Complaints that cannot be resolved by Certain Underwriters at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

The Law Applicable to this Insurance

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

The Cover Available

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

Buildings are defined as: The Premises and its domestic outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges and gates.

Landlord's fixtures and fittings are defined as: Fixtures and fittings, interior decorations and aerials for which You are responsible and Your Contents un any residential section of the Premises.

Key Benefits

Buildings and Landlords fixtures and fittings (optional) maybe covered for loss or damage caused by: -

- Fire, explosion, lightning and earthquake
- Riot, civil commotion, strikes, labour or political disturbances
- Malicious acts or vandalism
- Storm or flood
- Water or oil escaping from any fixed domestic appliance or system including any Costs in locating the source of any escape
- Frost damage to fixed water or heating systems in the premises
- Theft or attempted theft
- Impact by road or rail vehicles, aircraft or animals
- Subsidence, landslip or heave
- Accidental damage to any cables or underground service pipes servicing the premises

Buildings cover also includes:

- Metered water
- Loss of rent due to you up to 20% of the sum insured for buildings (or as stated in the schedule)
- Transfer of interest
- Professional fees and other Costs
- Index Linking
- Accidental Damage (optional for certain types of tenants)

Contents cover (which is optional) also includes:

- Accidental Damage (optional for certain types of tenants)

Property Owner's Liability

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

Unoccupancy

This insurance will only cover fire, lightning, aircraft, explosion, storm, flood, impact, subsidence, landslip, heave and property owner's liability, accidental damage to any cable or underground services pipes servicing the premises when the premises, is left without an authorised occupant for more than 30 consecutive days. Other specific terms, conditions and exclusions apply in respect of unoccupied properties. Please refer to Certificate wording.

Certificate Excess

	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 & 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

Conditions Precedent to Liability

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:

- the address of the property insured;
- the use of the property (including if the property becomes unoccupied).
- the type of tenant occupying the property
- the property's structure
- total cost of rebuilding the property, total cost of replacing the landlords fixtures & fittings.
- any change to the materials facts of the risk

Maintenance and safety requirements (when the property is tenanted)

- 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 promptly by a Capita registered contractor.
- 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.
- 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.
- You must give your tenants all relevant instruction manuals.

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

Flat roof

It is a condition precedent to liability that all flat roof sections (unless constructed of concrete) must be less than 10 years old.

If the above condition is not complied with all liabilities for claims arising to or as a result of the flat roof are excluded.

Deep Fat Frying Warranty

It is warranted that:

- A thermostat is fitted to a frying range where the operating temperature does not exceed 205°C or the suppliers recommended temperature.
- 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 230°C
- The extraction system must vent directly to the outside of the premises.
- None of the range or associated equipment including ducting and hoods shall be within 150mm of any combustible materials.
- All grease traps, filters and other removable devices must be cleaned every week and a written record kept thereof.
- The grease extract ducting shall be cleaned every 6 months and a written record kept thereof.
- The entire range and associated equipment shall be serviced by the manufacturer/installer or an independent qualified contractor every 12 months.
- The frying range shall be attended at all times whilst the range is turned on.
- The frying range must hold the minimum level of oil, as per the manufacturer's guidelines, to ensure the operation of the thermostatic cut out device.
- All waste/scrap shall be kept in metal bins and removed at least once a week from the premises.
- 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. 2x 10lb carbon dioxide 4. 7lb BCF or BTH

General Exclusions

The following is a summary of the liability which is excluded under the Certificate (please refer to Certificate wording for all specific and general exclusions):

- Existing damage
- Loss or damage caused during or as a result of building work(s) falling outside Certificate definition of Renovation
- Use of the buildings (Any loss or damage caused by any portable heaters and Costs for keeping to any requirements or regulations you knew of before the loss or damage occurred)
- Loss of value and consequential loss of profit or economic loss
- Any loss 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 - living creatures, motor vehicles, property insured more specifically insured by another certificate, plants, trees, and shrubs in the garden
- Radioactive contamination
- Property being confiscated or detained by any government or public or local authority
- We will not cover loss or damage to fronted glass windows unless otherwise stated on your property schedule
- Sonic Bangs
- War
- Diminution in value
- Terrorism

How we settle your claim

Buildings - we will pay the cost to repair or replace the damaged property providing the buildings were in a good state of repair before the incident giving rise to the damage and the sum insured is at least the same as the cost of rebuilding the buildings.

Landlord's fixtures and fittings - 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; pay the cost of replacing the item as new, or pay the cost of repairing any item.

How to make a claim under this Insurance

To make a claim simply call our 24 hours claims help line telephone number: 0845 604 6615 or 02920 558639. Then in order to make the buildings secure you may undergo temporary repairs as defined under the "Conditions Precedent to Liability" section of the certificate wording.

The claims service is available 24 hours a day 365 days a year.

At the time of making a claim, you will be asked:

The Certificate number stated on your schedule and full details of the claim