

## CX Unoccupied Certificate Summary

### About this Summary of Cover

This summary provides key information only about insurers and the insurance cover available within CX Unoccupied. **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

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 charge of £150.00 + IPT + any administration fee.

If the Premises are occupied then a pro-rata return will be issued subject to a minimum time on risk charge of £150.00 + IPT + any 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 &HA

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 building(s) situate at the address(es) specified in the Schedule which include; Landlord's Fixtures and Fittings, annexes, gangways, outbuildings and extensions, walls, gates and fences, yards, car parks, roads and pavements all belonging to the Insured or for which the Insured is legally responsible.

Landlord's fixtures and fittings are defined as:

Those fixtures and fittings which form a permanent part of the structure including;

- i) additional structural fixtures and fittings which were not part of the original structure
- ii) central heating systems

### 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

Buildings	£250
Glass	£100
Book Debts	£100
Rental Income	£500
Property Owners Liability	£500
Subsidence	£1,500

## Significant Exclusions or Limitations

### Exclusions for Section 1 - Buildings

- If the premises are unoccupied cover is restricted to Fire, Lightning, Aircraft, Explosion, Subsidence, Landslip and Heave
- unless Wider Perils have been selected. Please refer to Certificate schedule.

### Exclusions for Sections 1 & 2 - Buildings & Contents

- Mechanical or electrical breakdown.
- Damage caused by faulty or defective design or workmanship breakdown.
- Damage caused by wear and tear breakdown.
- Damage caused by fraud or dishonesty.
- Damage to property whilst in transit.
- Any loss caused by the deliberate withdrawal of the supply of water, gas, electricity, fuel or telephone system.
- Loss following accidental or malicious erasure or distortion of information on computer systems.
- Excess - the amount specified in the schedule as the excess in respect of the cost of each and every occurrence for which the Assured is indemnified.
- Theft by persons legally on the premises.
- Damage to movable property in the open caused by storm or flood.
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident.

### Exclusions for Section 3 - Property Owners Liability

- Damage to property where it's the direct result of work carried out by the Insured.
- Damage to property held in trust except for:
  - personal effects
  - buildings temporarily occupied by the Insured
  - premises hired, leased, rented or lent to the Insured under agreement which would not apply in the absence of such agreement.
- Products sold or supplied
- Liability for liquidated damages, fines or penalties which apply solely due to a contract.
- Professional Indemnity.
- Product recall or guarantee.
- Fines or punitive damages awarded by a Court of Law.
- Liability arising from any act of terrorism.
- Cover for circumstances where Road Traffic Act liability applies.

For full details of Certificate exclusions please refer to the Certificate wording

## 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)**

- 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.

**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.

