
Property Owners Certificate

It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.


This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

SCHEDULE

Agent:	Bluedrop Services (NW) Ltd
Agent Reference:	
Quotation Number:	AD1037/01007009/2017
Policy Number:	CEQ349611/2023
The Insured:	The Executors of Mrs Helena Calvert
Correspondence Address:	Stoke Cottage Little Stanney Lane Chester Cheshire CH2 4HW
Product:	Commercial Property Owners HCC
Period of Insurance:	Commencing 00:00:00 on the 16/04/2023 to 23:59:00 on the 15/04/2024
Sums Insured:	As per attached schedule
Excesses:	As per Policy schedule
Premium:	£ 561.55
Terrorism Premium:	£ 0.00
I. P. T.	£ 67.39
Fee:	£ 30.00
Total Premium (incl. IPT, Fee):	£ 658.94
Date proposal completed:	14/04/2023
Special condition(s):	As per attached schedule

Authorised Signatory



Signed in Dudley, West Midlands for and on behalf
of those Underwriters subscribing to this certificate

Dated this 14/04/2023

IMPORTANT NOTICE - Please check this Policy very carefully

The Insurers

For insurer details please refer to the policy wording

Important Information



Name and Address of issuing intermediary

Commercial Express Quotes Limited

B1 Custom House

The Waterfront

Level Street

Brierley Hill

DY5 1XH

Under Binding Authority Contract number B1262BW0396822.

Should You decide to cancel this Policy You can do so at any time by contacting Your insurance advisor.

If the policy is cancelled outside of the 14 day cooling off period there will be a minimum time on risk charge of £50 plus insurance premium tax if the Premises was Occupied and a minimum time on risk charge of £150 plus insurance premium tax if the Premises was Unoccupied.

Further to the General Conditions in your Policy Wording, under "Cancellation" if you cancel this insurance and have had any cover in force, any fees previously charged by Commercial Express are non-refundable. A £10.00 cancellation fee will be charged by Commercial Express to administer the cancellation of your policy.

Sums Insured Property Schedule

Address of property to be insured:

1. 241 Breck Road, Everton, Liverpool, L5 6PT

241 Breck Road, Everton, Liverpool, L5 6PT

Sum Insured

Buildings (including Landlord's Fixtures and Fittings but excluding Shop Front Window Glass):	£314,593	Accidental Damage Extension:	Not Included
Landlords Fixtures & Fittings:	£0	Accidental Damage Extension:	Not Included
Landlord's Contents Sum insured	£0		
Shop Front Window Glass:	£0		
Loss of Rent:	£62,919	Indemnity Period:	12 Months
Property Owners Liability:	£2,000,000		
Terrorism Cover:	Not Included		

Trade: Bakers shop - ex bakery

Name of Interested Party: Not Specified

Special Conditions:

Glass - Amendment to Proposal / Statement of Fact

IMPORTANT NOTICE - Please check this policy very carefully

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Policy (including its attached schedule, endorsements and proposal / statement of fact). If any of the information set out therein is incorrect, the insured must notify Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

SPECIAL CONDITIONS

Address of property with special condition included

241, Breck Road, Everton, Liverpool, L5 6PT

Glass - Amendment to Proposal / Statement of Fact

Proposal/Statement of Fact - Contents Insurance
Insured (Excluded otherwise)

Glass Sum Insured (Excluded otherwise) is amended to read, Shop Front Window Glass Sum

Proposal / Statement of Fact

IMPORTANT NOTICE: Please check this proposal/statement of fact for insurance very carefully.

Insured

It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.

This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

Please enter the full business name and any trading names as they should appear on your policy documents

The Executors of Mrs Helena Calvert

Are you a UK resident as per the below UK Government residency requirements?

Yes

You are automatically a UK resident if either:

- You will spend 183 days or more in the UK during the tax year (6 April to 5 April the following year).
- Your only home is in the UK - You must have owned, rented or lived in your home for at least 91 days in total and you must spend at least 30 days living in your home during the tax year.

Your correspondence address

Stoke Cottage Little Stanney Lane
Chester
Cheshire
CH2 4HW

Property Information

Address of property to be insured:

241 Breck Road, Everton, Liverpool, L5 6PT

The Building to be insured:

(a) was built:	1800 +
(b) is in a good state of repair?	Yes
(c) has composite panelling?	No
(d) is built of brick, stone, metal or concrete and roof made with slate, tiles, metal, concrete or flat roofed with asphalt, bitumen or concrete?	Yes
(e) has a flat roof?	No
(f) has a listed building status?	No
(g) has been inspected by the Fire Authority?	No
(h) Is the premises fitted with a sprinkler system?	No

Maintenance and safety requirements:

- a) if the Buildings or any part thereof is let as residential accommodation You must comply with current gas safety regulations and laws and must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer
- b) if You are responsible for gas installations that do not fall under a) above then annual maintenance checks must be undertaken and at the commencement of this insurance You must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer

Do you comply with the above Gas Safety Requirements? Yes

- c) at the commencement of this insurance and at all times throughout the currency of this insurance You must be in possession of an electrical installation condition report (EICR) that:
 - i) covers the whole of the electrical installation(s)
 - ii) is less than five years old and issued by a contractor approved and registered with one of the following:
 - National Inspection Council for Electrical Installation Contractors (NICEIC)
 - Electrical Contractors Association (ECA)
 - National Association of Professional Inspectors and Testers (NAPIT)
 - Electrical Self Assessment (ELECSA)
 - iii) documents that all C1 or C2 deficiencies or defects have been remedied

Do you comply with the above electrical safety requirements? Yes

Has the property ever suffered from:

- (a) Have the premises been flooded in the last ten years? No
- b) Are the premises within 400 metres of any watercourse, river or the sea? No
- c) Have you been informed that the premises are in a potential flood risk area? No
- d) Has the property ever suffered from subsidence, landslip or heave? Please note that subsidence, landslip and heave are only available if the property is fully occupied No
- e) Is the property located in an area troubled by subsidence, landslip or heave? No

Definition of standard renovation:

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, W.C., bathroom and shower, carpeting, internal joinery, plastering, central heating installation and external window replacement.

Is there any structural work to take place outside the definition of standard renovation (above)? No

What year did you first own the property? 2003

Use of Insured Property

Details of the property's configuration and occupant(s):

Is the whole building to be insured under this policy?	Yes
Is any section of the property occupied by yourself?	No
Is any section sold to a third party on a long lease?	No
If there is any residential section to the property, does it account for 70% or more of the total premises area?	No

Security:

It is important that You comply with requirements a) - c) otherwise all Damage arising from or caused by Defined Perils of Theft or attempted theft, fire, explosion and malicious persons (where such peril has been specifically agreed) will be excluded.

- a) all protections provided for the safety and protection of the Premises shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the Underwriters and shall be in full and effective operation when the Premises are left unattended, and at all other appropriate times
- b) any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- c) in the event You receive any notification in respect of i) ii) or iii) then with immediate effect You must notify Underwriters as soon as possible, at which time Underwriters shall reserve the right to vary terms or cancel cover provided under this Certificate;
 - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
 - iii) that any alarm system cannot be returned to or maintained in full working order

Do you comply with the above security? Yes

Combustible Materials and Waste

You must ensure that:

- a) all waste or refuse is removed from the Buildings and cleared at least once a week from the Premises otherwise Damage arising from or caused by Defined Perils of fire and explosion will be excluded and indemnity under Section 3 will not operate.
- b) When the Premises are Unoccupied all loose or moveable combustible items or materials other than fixtures and fittings are at all times removed from the Buildings and cleared from the Premises

Do you comply with the above condition? Yes

Trade Selection

Select trade of tenant. If any commercial section is unoccupied select 'Unoccupied' from this list. Bakers shop - ex bakery

Please select the exact type of restaurant/takeaway from the list, most types are available. If the exact restaurant/ takeaway is not available please select the closest and answer the question re exact match/more than one trade as YES and disclose full trade information. Deep Fat Frying is defined as "Any cooking using a fryer other than a domestic table top basket frye" .

Please note that if a Restaurant where more than 15% of the turnover is from takeaway aspect, then this should be rated as a Takeaway.

Does the trade exactly match the trade your property is used for? Yes

Is the property to be demolished? No

Have you requested planning permission at the property or are you aware of any requests that have been submitted to the council? No

Are you unsure as to the suitability of the risk or is there more than one trade in the property? No

Third party interest

Do you need to note the interest of an interested party? No

Sums insured and coverage

Buildings Insurance

Building Sum Insured	£314,593
Loss of Rent Sum Insured (not available if unoccupied): <i>Loss of rent is automatically included at 20% of the Building's sum insured. If more than 20% is required please enter the excess amount:</i>	£62,919
Loss of rent indemnity period:	12 Months
Is Accidental Damage cover for Buildings required? (not available if unoccupied)	No
Glass sum insured:	£0
Is cover required for Terrorism?	No

Contents Insurance

Landlord's Contents Sum insured	£0
Is Accidental Damage cover for Landlord's Contents required? (not available if unoccupied)	No
Book Debts (customers' debit balance) (not available if Unoccupied)	£0

Property Owners' Liability

Property Owner's Liability:	£2,000,000
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Excesses (unless excluded or amended in the special conditions)

All perils other than property owners liability, subsidence, landslip and heave:	As Per Policy Wording
Subsidence, landslip and heave:	£1000
Shop Front Glass (not applicable if property unoccupied):	As Per Policy Wording
Book Debts (not applicable if property unoccupied):	£500
Loss of Rent (not applicable if property unoccupied):	As Per Policy Wording
Property Owner's Liability:	£500

Disclosure and Claims

History

Please answer the questions below in respect of the applicable parties described in (i) (ii) (iii) & (iv) below. If you feel unable to answer a question(s) accurately or have a material fact or circumstance(s) to disclose please provide full details in the additional information box at the bottom of this page

(i) You or any family member(s) that reside at or use the insured premises or are involved in the business

(ii) Any Director or Partner

(iii) Any person (s) with a beneficial interest of 25% or more in the business (other than mortgagees)

(iv) Any person with management control of the insured entity (other than professional letting agents that you have contracted to manage the property):

a) Ever had insurance cover refused, cancelled or had special terms imposed?	No
b) Ever been convicted of, cautioned or have a prosecution pending for any criminal offence other than a motoring offence or an offence that is now considered "spent" under the current Rehabilitation of Offenders Act?	No
c) During the last five years under any other insurance policy made a claim(s), incurred a loss, damage or liability whether insured or not at these premises or any other location (other than claims made against motor/travel/pet and health policies)?	No

- d) Ever been prosecuted under the Health & Safety at Work Act? No
 - e) Commenced legal proceedings in the last 12 months against a previous or existing tenant in relation to the terms of their tenancy/occupancy of the property or for their non-payment of rent? No
 - f) Been declared bankrupt, incurred a County Court Judgement(s) or entered into an individual voluntary arrangement with creditors? No
 - g) Ever been disqualified from acting as a Company Director? No
 - h) Been a director of a company or partner of a business that:
 - i) went into liquidation, administration, or was subject to an insolvency process or scheme of arrangement with creditors?
 - ii) incurred a County Court judgment(s) that remains unsatisfied? No
- Additional Information**
- Any further information you would like to advise Underwriters? No

Declaration

The information you have provided in this statement together with the presentation of risk contains statements and facts that the underwriter will rely upon when deciding whether to accept this insurance and the terms offered including the amount of premium payable.

If you are in any doubt as to the completeness and accuracy of the statements and facts you are providing you should consult with your insurance advisor.

During the period of the insurance you must tell your insurance advisor as soon as reasonably possible if you become aware that any of the statements and facts that you have provided have changed.

I/We declare that:

i. the statements and facts given are true and accurate.

if any statement or fact has been written by any other person, such person shall for that purpose be regarded as my/ our agent and not the agent of the Underwriters.

- | | |
|---|---|
| X | i. the statements and facts given are true and accurate.
if any statement or fact has been written by any other person, such person shall for that purpose be regarded as my/ our agent and not the agent of the Underwriters. |
|---|---|

Privacy Notice for Policyholders – How Commercial Express will use your data

This Privacy Notice explains how Commercial Express Quotes Limited (Commercial Express) use any personal information we collect about you. Further details can be found on our website at:

<https://www.commercialexpress.co.uk/privacy-policy-policyholders> which gives you more information about how we use your data, who we share it with, how long we retain your data for and your rights. A copy can also be provided on request by using the contact details below.

Who we are:

Commercial Express Quotes Limited is the Data Controller of the information provided to us about you and is registered with the Information Commissioners Office under Registration Number Z7979314.

How to contact us:

Please contact us if you have any questions about this privacy notice or the information we hold about you, or if you wish to exercise your rights in relation to any of the personal data we hold about you. You can do this by: Email at: hello@commercialexpress.co.uk, Phone: 01384 473021, or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

What information do we collect about you?

We will collect personal information about you for the purposes of providing insurance products or services. This may include your name, contact details, date of birth, your occupation, details about the risk to be insured and payment details. In some circumstances, we may need to collect information relating to health or criminal convictions in order to administer your insurance policy or if it is required for any legal obligations.

How is the information is provided to us?

Most of the personal information we hold about you is received from your Insurance Broker, who will provide us with your information so we can arrange your insurance policy for you. We may also collect personal information from you if you contact us directly, for example if you needed to make a complaint.

How will we use your data?

Where we process your personal information, we do so on the basis that the processing is necessary for the purposes of the performance of a contract with you or where we have legitimate interests to process that data, for example in order to provide you with a service. We will use your personal information to provide products and services as required by you, communicate with you, undertake statistical analysis, develop new products and services, and to meet our legal or regulatory obligations.

How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us. You can do this by:

Email at: complaints@commercialexpress.co.uk

Phone: 01384 473021

Or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address is:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>



COMMERCIAL
EXPRESS

Commercial Property Owners

Policy Wording

Guide to Commercial Property Owners Policy Wording

This insurance is designed to provide cover for **You** as owners of commercial property.

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

This **Policy** sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract and does not protect against every loss.

There are general and claims conditions contained in this **Policy** and conditions specific to certain sections (additional requirements may be imposed by **Endorsement**) that are all important to **Us** and which **We** rely upon **You** to comply with.

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

If **You** are unsure as to what a condition means or if **You** are unable to comply with the terms **You** should consult with **Your** insurance advisor.

The **Policy** Definitions section provides the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlights that for the purposes of this **Policy** they are a definition.

The **Policy** defines what is covered under separate sections 1-3. Within those Sections the extent of cover is explained together with conditions and exclusions specific to that Section.

Exclusions applying to the whole **Policy** are contained within General Exclusions and **We** will not pay a claim if these exclusions are applicable.

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

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

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

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

Reading the Policy

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

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

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

Authorised Policy

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

Provided always that: -

- (i) The liability of the **Underwriters** will not exceed the **Sums Insured** or **Limits of Indemnity** stated in the **Schedule** or such other **Sums Insured** or **Limits of Indemnity** as maybe substituted by **Endorsement** or attached to the **Policy**;
- (ii) This **Policy** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**.

Any dispute arising out of or in connection with this **Policy** will be subject to and interpreted solely in accordance with the laws of England and Wales. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the **Policy** will be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause (as documented in the **Policy** Conditions section within this **Policy**).



Authorised Signatory

All Sections of this **Policy** are underwritten by HCC International Insurance Company plc trading as Tokio Marine and Ascot Syndicate 1414 at Lloyd's.

HCC International Insurance Company plc is registered in England and Wales. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 202655). HCC International Insurance Company plc is registered at One Aldgate, London, EC3N 1RE (Company Number 01575839).

Ascot Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 206658). Registered in England and Wales No. 04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.

This **Policy** is managed by Cedar Underwriting Limited on **Our** behalf and arranged by Commercial Express Quotes Limited who act as **Our** agent. This is to certify that authorisation has been granted to Cedar Underwriting Limited and Commercial Express Quotes Limited under the Contract Number specified in the **Schedule** by HCC International Insurance Company plc and Ascot Syndicate 1414 at Lloyd's.

Cedar Underwriting Limited is registered in England and Wales under company number 10786785 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 785986. Registered office First Floor Offices, Barberr House, 4 Harbour Buildings, Waterfront West, Brierley Hill, DY5 1LN.

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.

Financial Services Compensation Scheme (FSCS)

In respect of the following statement only, 'We/Our' refers to HCC International Insurance Company plc, Ascot Underwriting Limited, Commercial Express Quotes Limited and Cedar Underwriting Limited.

We are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** 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.

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.

Authorised and regulated by the Financial Conduct Authority No. 311067

v2 (July 22)

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Authorised Policy (continued)

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

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

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

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Your Personal Information Notice

In respect of the following statement only, 'We/Our/Us' refers to HCC International Insurance Company plc, Ascot Underwriting Limited, Commercial Express Quotes Limited and Cedar Underwriting Limited.

We respect **You** right to privacy. In **Our** Privacy Policy (available at the website links below) We explain who **We** are, how **We** collect, share and use personal information about **You**, and how **You** can exercise **Your** privacy rights. If **You** have any questions or concerns about **Our** use of **Your** personal information, then please contact **Us** using the appropriate contact details below.

We may collect **Your** personal information such as name, email address, postal address, telephone number, gender, date of birth and payment details. In some circumstances, **We** may need to collect information relating to health or criminal convictions in order to provide **Your** insurance **Policy** or if it is required for any legal obligations. **We** need the personal information to enter into and perform a contract with **You** and **We** will use **Your** personal information to provide products and services as required by **You**, communicate with **You**, undertake statistical analysis, develop new products and services, and to meet **Our** legal or regulatory obligations. **We** retain personal information **We** collect from **You** where **We** have an ongoing legitimate business need to do so (please note that reference to "You" or "Your" herein encompasses non-exhaustively "You, Your company, employees and / or customers").

We may disclose your personal information to:

- **Our** group companies (where applicable);
- third party services providers and partners who provide data processing services to **Us** or who otherwise process personal information for purposes that are described in **Our** Privacy Policy or notified to **You** when **We** collect **Your** personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where **We** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **Our** legal rights, or (iii) to protect **Your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **Our** business, provided that **We** inform the buyer it must use **Your** personal information only for the purposes disclosed in **Our** Privacy Policy; or
- any other person with **Your** consent to the disclosure.

Most of the personal information we hold about **You** is received from **Your** Insurance advisor, who will provide **Us** with **Your** information so **We** can arrange and provide **Your** insurance **Policy** for **You**. **We** may also collect personal information from **You** if **You** contact **Us** directly, for example if **You** needed to make a complaint.

Your personal information may be transferred to, and processed in, countries other than the country in which **You** are resident. These countries may have data protection laws that are different to the laws of **Your** country.

We use appropriate technical and organisational measures to protect the personal information that **We** collect and process about **You**. The measures **We** use are designed to provide a level of security appropriate to the risk of processing **Your** personal information.

You are entitled to know what data is held on **You** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **We** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in **Our** Privacy Policy.

You can opt-out of marketing communications **We** send **You** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **We** send **You**. Similarly, if **We** have collected and processed **Your** personal information with **Your** consent, then **You** can withdraw **Your** consent at any time. Withdrawing **Your** consent will not affect the lawfulness of any processing **We** conducted prior to **Your** withdrawal, nor will it affect processing of **Your** personal information conducted in reliance on lawful processing grounds other than consent.

If **You** have any concerns about our use of **Your** personal information, you can make a complaint to **Us** by using the appropriate contact details below.

You can also complain to the ICO if you are unhappy with how **We** have used **Your** data. The ICO's address is:
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113 ICO website: <https://www.ico.org.uk>

Your Personal Information Notice (continued)

Our Privacy Policies can be view at:

HCC International Insurance Company plc	www.tmhcc.com/en/legal/privacy-policy
Ascot Underwriting Limited	https://ascotgroup.com/cookie-and-privacy-policy/
Commercial Express Quotes Limited	https://www.commercialexpress.co.uk/privacy-policy-policyholders
Cedar Underwriting Limited	www.cedarunderwriting.co.uk/privacy-policy-policyholders

A copy can also be provided on request by using the contact details below.

HCC International Insurance Company plc	By Email: DPO@tmhcc.com
Ascot Underwriting Limited	By Email: DPO@ascotgroup.com By Phone: 0207 743 9600 or by writing to us at: Ascot Underwriting Limited, 20 Fenchurch Street, London, EC3M 3BY
Commercial Express Quotes Limited	By Email: hello@commercialexpress.co.uk By Phone: 01384 473021 or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH
Cedar Underwriting Limited	By Email: jgregg@cedarunderwriting.co.uk By Phone: 0800 612 0344 or by writing to us at: First Floor Offices, Barberry House, 4 Harbour Buildings, Waterfront West, Brierley Hill, DY5 1LN

If You wish to make a complaint directly to Us please contact:

HCC International Insurance Company plc	By Email: DPO@tmhcc.com
Ascot Underwriting Limited	By Email: DPO@ascotgroup.com By Phone: 0207 743 9600 or by writing to us at: Ascot Underwriting Limited, 20 Fenchurch Street, London, EC3M 3BY
Commercial Express Quotes Limited	By Email: complaints@commercialexpress.co.uk By Phone: 01384 473021 Or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH
Cedar Underwriting Limited	The Data Protection Manager By Email: complaints@cedarunderwriting.co.uk By telephone: 0800 612 0344 Or write to us at: First Floor Offices, Barberry House, 4 Harbour Buildings, Waterfront West, Brierley Hill, DY5 1LN_

Policy Definitions

In this **Policy**, 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(s)

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

Buildings

The **Buildings** situated at the **Premises** specified in the **Schedule** including:

- a) fixed glass in windows, doors and skylights but excluding any **Shop Front Windows** unless a **Sum Insured** is stated in the **Schedule**
- b) All window frames including **Shop Front Window** frames
- c) landlord's fixtures and fittings
- d) permanently fitted fuel tanks and septic tanks connected to the **buildings**
- e) outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges and gates

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.

Business

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

- a) maintenance, occupation or use of the **Property** Insured by **You**
- b) the provision and management of canteen, sports, social or welfare organisations for the benefit of **Employees** and fire, security, first aid, medical and ambulance services
- c) private work undertaken with **Your** prior consent by **Employees** for any director or senior official.

Consequential loss

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

Damage

Physical loss, damage or destruction

Deep Fat Frying

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

Employee(s)

- a) Any person under a contract of service or apprenticeship with **You**
- b) Any person who is hired to or borrowed by **You**
- c) Any person engaged in connection with a work experience or training scheme
- d) Any labour master or person supplied by them
- e) Any person engaged by labour-only sub-contractors
- f) Any self-employed person working on a labour only basis under **Your** control or supervision.
- g) Any voluntary helper;
while working for **You** in connection with the **Business**

Policy Definitions (continued)

Endorsement(s)

A change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in the **Schedule**.

Excess(es)

The amount **You** will have to pay towards each separate claim.

Heave

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

Injury

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

Insured Event(s)

The words **Insured Event** will mean:

- a. fire but excluding any **Damage** to the **Property Insured** caused by:
 - i. explosion resulting from fire
 - ii. earthquake or subterranean fire
 - iii. its own spontaneous fermentation or heating
 - iv. its undergoing any heating process or any process involving the application of heat.
- b. lightning
- c. explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under **Your** control
- d. aircraft or other aerial devices or articles dropped from them
- e. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
 - i. arising from confiscation, requisition or destruction by order of the government or any public authority
 - ii arising from cessation of work
- f) theft or attempted theft
- g) earthquake
- h) storm or flood excluding:
Damage attributable solely to a change in the water table level
- i) overflowing, discharge or leaking of any sprinkler apparatus
- j) escape of water or oil from any tank, apparatus or pipe

Policy Definitions (continued)

- k) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling **aerials** but excluding **Damage** arising from the weight of any vehicle
- l) **Subsidence** We will pay for **Damage** caused by **Subsidence** or **Heave** of the site the **Buildings** stand on or **Landslip** subject to the following exclusions:
1. **Damage** caused by or resulting from the **Settlement** or movement of made up ground or coastal or river or watercourse erosion.
 2. **Damage** caused by faulty design, workmanship or material.
 3. **Damage** caused by demolition of or alterations or repairs to the **Buildings**.
 4. **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are **Damaged** at the same time and by the same cause
 5. **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Buildings** were **Damaged** at the same time and by the same cause.
 6. **Damage** which originated prior to the Inception of this cover.
 7. We will not pay for normal **settlement** or bedding down of new structures.
- m) Accidental Damage - (This - operates only if stated in the **Schedule**) -

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

1. We will not pay for faulty or defective design materials or workmanship, inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear, tear or frost.
2. We will not pay for explosion caused by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control.
3. We will not pay for **Damage** caused by collapse or cracking of the **Buildings**.
4. We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects or scratching.
5. We will not pay for acts of fraud or dishonesty.
6. We will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
7. We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers.
8. We will not pay for mechanical or electrical breakdown or failure of machinery or equipment.
9. We will not pay for bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes occurring whilst the whole of the **Buildings** are **Unoccupied**.
10. We will not pay for normal **settlement** or bedding down of new structures.
11. We will not pay for **Damage** to property as a result of its undergoing any process.
12. We will not pay for **Damage** to vehicles licensed for road use (including their accessories), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft.
13. We will not pay for property or structures in the course of construction or erection.
14. We will not pay for any **Damage** specifically excluded elsewhere under this **Policy**.
15. We will not pay for **Damage** caused by tearing or fouling or chewing by animals.
16. We will not pay for **Damage** to the interior of any **Building** or to the **Landlords 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.
17. We will not pay for the cost of general maintenance or upkeep.
18. **Damage** of more than £5,000.

Policy Definitions (continued)

Landlords Contents

Interior Decorations, fixed furniture, fitted carpets, domestic appliances, **Aerials** and **Your** household goods and furnishings in any residential part of the **premises** excluding **valuables** belonging to **You** or for which **You** are responsible whilst contained in the **Building**.

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** including any self-contained residential accommodation forming part of the **Buildings**.

Property Insured

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

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, 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.

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.

Shop Front Windows

Display Window Glass

Subsidence

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

Sum Insured /Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

Territorial Limits

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

Policy Definitions (continued)

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 closed for trade, untenanted or not resided at for a period in excess of thirty consecutive days.

We/Us/Our/Underwriters

HCC International Insurance Company plc trading as Tokio Marine and Ascot Syndicate 1414 at Lloyd's.

You/Your

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

Section 1 - Buildings

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

Definitions specific to this Section

Annual Rental Income

The rental income payable to **You** for tenancies and other services provided by **You** as landlord of the insured **Premises** during the 12 months immediately before the date of the **Damage**.

Architects, Surveyors, Legal and Consulting Engineers Fees

The cost of employing architects, surveyors, lawyers, and consulting engineers, in the reinstatement or repair of the **Buildings** as a result of **Damage** covered under this **Policy** but not for preparing any claim.

Cost of Reinstatement

- (i) the rebuilding or replacement of property lost or destroyed which provided **Underwriters'** liability is not increased may be carried out:
 - in any manner **You** and the **Underwriters'** agree
 - on another site agreed by both **You** and the **Underwriters**

- (ii) the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities Legislation, Architects, Surveyors, Legal and Consulting Fees**

European Community and Public Authorities

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

- a) European Community or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority in respect of the **Damaged** property

Excluding;

- a) the cost incurred in complying with the legislation: -
 - in respect of **Damage** occurring prior to the granting of this Extension
 - in respect of **Damage** not insured by this Section
 - under which notice has been served upon **You** prior to the happening of the **Damage**
 - for which there is an existing requirement which has to be implemented within a given period
 - in respect of property entirely undamaged by any **Insured Event** covered under this **Policy**
- b) the additional cost that would have been required to make good the **Damaged** property to a condition equal to its condition when new had the necessity to comply with the legislation not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of such property by reason of compliance with the legislation.

Removal of Debris

Costs and expenses necessarily incurred by **You** with the consent of the **Underwriters** in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the **Buildings**
- d) clearing drains, sewers and gutters at the **Premises**

following an **Insured Event** which results in a valid claim under this **Policy**

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

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

Section 1 – Buildings (continued)

Cover

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

- i) the **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the “Reinstatement Conditions” as detailed within this **Policy** section.
- (i) Where reinstatement or replacement of the **Buildings** does not take place in accordance with (i) above for any reason the “Alternative Basis of Settlement Condition” as detailed within this **Policy** section, will apply.

Extensions applying to this section

This Section is extended to include:

1. Trace and Access

Following an **Insured Event** which results in a valid claim, **We** will pay **You** the costs necessarily incurred by **You**, for which **You** are legally responsible in locating the source and subsequent making good of **Damage** resulting from;

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

Provided

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

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

2. Loss of metered water

We will pay **You** for the cost of metered water which **You** are legally responsible arising from accidental escape from water tanks, apparatus and pipes as a result of **Damage** caused by an **Insured Event**.

Excluding;

Any Loss which has not been discovered and remedial action taken within 7 days of the occurrence of the **Damage**.

The amount **We** will pay shall be the difference between the charge made by the utility suppliers for the period during which the **Damage** occurred with the charges for the previous period and/or the corresponding period adjusted for any relevant factors affecting **Your** consumption during the period(s) concerned.

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

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

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

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

4. Unauthorised use of electricity gas or water

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

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

Section 1 – Buildings (continued)

5. Loss of Rent and costs for alternative accommodation

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

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

Provided that:

- a. **We** will not pay for more than 20% of the **Buildings** sum insured (or as stated in the **Schedule**)
- b. **We** will not pay for more than £150,000 in respect of alternative accommodation
- c. **We** will not pay for loss of rent arising from the tenants leaving the **Premises** without giving **You** notice
- d. **We** will not pay for rent the tenants have not paid
- e. **We** will not pay for loss of rent to any **Premises** that were **Unoccupied** immediately before the **Insured Event**
- f. **We** will not pay for any letting agents share of the rent or any other expenses **You** must pay to the letting agent
- g. **We** will not pay for loss of rent after **We** consider the **Buildings** are fit to be let

This extension will not operate:

- i. when the **Buildings** are **Unoccupied**;
- ii. If **You** occupy the **Premises** or any part of the **Premises** (however **We** will pay under this extension for any portions of the **Premises** which are let under a rental agreement to a third party tenant).

If at the time of a valid claim under this **policy** the **sum insured** by this extension (20% of the **building sum insured** (or as stated in the **schedule**) is less than the **Annual Rental Income** **We** will reduce the amount **We** pay in proportion to the difference between the loss of rent **Sum Insured** and the **Annual Rental Income**. For example, if **Your Sum Insured** only covers two-thirds of the **Annual Rental Income**, **We** will only pay two-thirds of the claim.

6. Capital Additions

We will pay for:

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

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

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

7. Illegal Cultivation of Drugs

We will pay for the clean-up costs and remedial work in reinstating **Your Building** back to its original condition if **Your** tenant alters the **Buildings** without **Your** knowledge for the Cultivation of Drugs.

Provided that the maximum amount does not exceed £5,000 in any one **Period of Insurance**.

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

8. Buildings and Shop Front Windows – Boarding up of Glass

We will pay for breakage of **Glass** at the **Premises** as defined under **Buildings** and **Shop Front Windows** providing a sum insured is specified in the **Schedule** including;

- i) The cost of boarding up required by such breakage
- ii) The cost of refitting alarm foil consequent upon the breakage of **Glass**.

We will not pay for;

- a) The **Excess** specified in the **Schedule**
- b) **Consequential Loss** of any and every description
- c) Any breakage arising directly or indirectly from: -

Section 1 – Buildings (continued)

- i) alterations or repairs to the **Premises** occurring whilst the **Premises** are empty or not in use
- ii) defects in frames, framework or other fittings.

Provided that the maximum amount payable under this extension will not exceed the **Sum Insured** stated in the **Schedule**.

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

The following exclusions apply to this Section:

We will not pay for;

- a. the amount of the **Excess** stated in the **Schedule**
- b. Loss of market and **Consequential Loss** of any and every description
- c. Property Insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**
- d. **Damage** to any **Property Insured** directly or indirectly caused by or contributed to by:
 - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice (a quality in property that causes it to **Damage** or destroy itself), unless resulting from **Damage** not otherwise excluded
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from **Damage** not otherwise excluded
 - iii) change in climatic or atmospheric conditions or in water table levels
 - iv) theft, wind, rain, hail, sleet, snow, storm, flood or dust **Damage** to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and wooden Outbuildings.
 - v) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
 - vii) theft or attempted theft following:
 - a) **Damage** unless the **Buildings** were entered using forcible and violent means
 - b) Theft or attempted theft caused by a person authorised to be in any part of the **Buildings**
 - c) **Damage** caused when the **Buildings** are occupied by **Asylum Seekers**
 - viii) any loss in excess of £5,000 for **Damage** caused by malicious persons authorised to be in the **Buildings** at the time of the **Damage**
 - ix) any undamaged part or item forming part of a set.
 - x) **Damage** to:
 - a) property or structures in course of construction or erection and materials or supplies in connection with all such property, and
 - b) land, roads, piers, jetties, bridges, culverts or excavations

Section 1 – Buildings (continued)

- e) **Damage to Buildings** caused by or arising from the following **Insured Events** in respect of **Unoccupied Buildings** or parts of **Unoccupied Buildings**:
 - a) Riot, civil Commotion, strikers, persons taking part in labour disturbances or malicious persons
 - b) Escape of Water
 - c) Theft or attempted theft
- f) **Damage to Shop Front Windows** in respect of **Unoccupied Buildings**.
- g) **Damage** arising from or caused by Japanese Knotweed.

Basis of Settlement

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 from an **Insured Event** which results in a valid claim under this **Policy** then **Underwriters** will pay **You**, whichever is the lesser of:

- ii) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- iii) the reduction in value of the **Property Insured**, or
- iv) if i) or ii) above is not applied, the basis of settlement that both **You** and **Underwriters** agree upon

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

Limit of Indemnity

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

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

Section 1 – Buildings (continued)

- (i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **Underwriters** will not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
- (ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Underwriters'** liability will be limited to **Removal of Debris**.

Conditions applicable to this section

Average

Each item insured under this Section is declared to be separately subject to the following Condition of Average. If at the time of any **Damage** the **Cost of Reinstatement** of the whole of the **Buildings**, in a new condition similar in size, shape and form, is more than the **sum Insured**, **We** will pay only for the loss in the same proportion. For example, if **Your Sum Insured** only covers two-thirds of the cost of rebuilding the **Buildings**, **We** will only pay two-thirds of the claim.

The **Excess** will not be reduced in the event that the **Average** clause applies to **Your** claim.

If the "Alternative Basis of Settlement Condition" is applied this **Average** clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to Average.

Other Insurances

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

Index Linking

We will protect **Your Buildings Sum Insured** against inflation on a monthly basis in line with the House Rebuilding Cost Index, issued by the Royal Institution of Chartered Surveyors and **You** will be notified of the revised **Sum Insured** annually, when your **Policy** is due for renewal.

At each renewal a new premium will be calculated based on the new **Sum Insured**.

We will not reduce **Your Sum Insured** if the index should fall.

Although **You** are protected against inflation, **You** must ensure your **Buildings Sum Insured** is adequate.

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 - Landlords Contents

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

Definitions specific to this Section

Money

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

Valuables

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

Cover

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

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

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

The following exclusions apply to this Section:

- a) the amount of the **Excess** stated in the **Schedule**
- b) Loss of market and **Consequential Loss** of any and every description
- c) **Damage** to **Landlords Contents** in the open
- d) **Property Insured** more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**
- e) **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
 - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice (a quality in property that causes it to damage or destroy itself), unless resulting from **Damage** not otherwise excluded
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from **Damage** not otherwise excluded
 - iii) change in climatic or atmospheric conditions or in water table levels,
 - iv) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - v) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information

Section 2 - Landlords Contents (continued)

- vi) theft or attempted theft following theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
 - vii) Damage caused when the **Buildings** are occupied by **Asylum Seekers**
 - viii) any loss in excess of £5,000 for **Damage** caused by malicious persons authorised to be in the **Buildings** at the time of the **Damage**
 - ix) any undamaged part or item forming part of a set.
- h) **Damage to Landlords Contents** in respect of **Unoccupied Buildings** or parts of **Unoccupied Buildings**:

Basis of Settlement

How We deal with Your claim

1. If **You** claim for **Damage** to the **Landlord's 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 **Landlord's Contents** but **We** agree to **Your** request for a cash settlement **We** will only pay what it would cost **Us** to repair or replace the item using **Our** own network of suppliers.

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

Conditions applicable to this section

Other Insurances

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

Limit of Indemnity

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

Section 3 - Property Owners Liability

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

Cover

The **Underwriters** will indemnify **You** against all sums the **You** become legally liable to pay as damages and claimants costs and expenses arising out of events occurring during the **Period of Insurance** in the course of the **Business** causing accidental;

- a) **Injury** to any person other than an **Employee**
- b) **Damage** to material property
- c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement (granted the legal right to use the **Premises**, but the legal title to the land itself remains with the owner of the land)
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits**

Extensions applying to this section

Additional Persons Insured

This Section will extend to include in the event of the death, to any person entitled to indemnity under this Section, the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request the **Underwriters** will indemnify under the terms of this Section any **Your** directors or **Employee** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule**

Provided always that;

- a) each such additional person insured must, as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b) the **Underwriters** will retain the sole conduct and control of all claims.

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **Underwriters** in connection with a claim that **You** are entitled to indemnity under this Section the **Underwriters** will provide compensation to **You** at the following rates per day for each day on which attendance is required;

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

Cross Liabilities Clause

If more than one of **You** is referred to in the **Schedule** each of **You** so named will be considered as a separate and distinct entity and the word **You** will be understood as applying to each of **You** in the same manner as if a separate **Policy** had been issued to each.

Provided always that the liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series resulting from or attributable to one source or original cause will not exceed in total the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

Defective Premises Act

This Section subject otherwise to the terms of the **Policy** and within the **Limit of Indemnity** extends to indemnify **You** against liability for **Injury** or **Damage** occurring during the **Period of Insurance** arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes relating to the **Business** and since disposed of by **You** provided that;

- a) this extension will not indemnify **You** in respect of **Damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect
- b) the **Underwriters** will not be liable under this extension if **You** are entitled to indemnity under any other insurance.

Section 3 - Property Owners Liability (continued)

Exclusions Applying to Section 3 (In addition the General Exclusions also apply to this Section)

The **Underwriters** will not be liable under this Section for:

- (1) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement

Loss of or **Damage** to;
 - a) property belonging to **You**
 - b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment (transfer of possession, not ownership) to **You**.
- (2) **Injury**, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on behalf of **You** of any;
 - a) Aircraft (or any other aerial device), hovercraft or watercraft
 - b) mechanically-propelled vehicle or attached trailer (other than motorised garden implements whilst stored at the **Premises** or being used to maintain the land at the **Premises**) and, any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
 - c) lift, elevator, hoist, crane, steam boiler or other apparatus operating under pressure, for which a statutory inspection certificate is required but not in force at the time of the **Injury**, loss or **Damage**.
- (3) any sums for which **You** are/or becomes liable to pay as a result of any claim(s) made against **You** or for any associated defence costs or expenses of any kind from any liability arising directly or indirectly out of;
 - a) loss or alteration or **Damage** to, and/ or
 - b) a reduction in the functionality availability or operation of a computer system or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** e-activities.

For the purpose of this exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by **You** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.
- (4) any sums **You** are/or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.
- (5) the **Excess**.

Conditions applicable to this section

Discharge of Liability Clause

The **Underwriters** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Underwriters** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

Section 3 - Property Owners Liability (continued)

Limit of Liability

The liability of the **Underwriters** for all damages payable under this Section as a result of any one occurrence or of all occurrences of a series resulting from or attributable to one source or original cause will not exceed the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

In addition, the **Underwriters** will pay;

- a) all other defence costs and expenses incurred with their prior written consent

- b) the legal costs and expenses incurred with their written consent for the defence of prosecution brought under Section 36 or 37 of the Health and Safety at Work Act 1974 for any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with the consent of the **Underwriters** in an appeal against conviction arising from such proceedings provided that the **Underwriters** will not indemnify **You** in respect of:
 1. fines and penalties
 2. costs or expenses insured elsewhere.

General Exclusions (Applicable to all Sections unless stated otherwise)

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

Asbestos Exclusion 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 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

Cyber and Data Exclusion Clause

This **Policy** does not cover any:

1. Cyber
loss, **Damage**, liability, cost or expense caused deliberately or accidentally by:
 - i) the use of or inability to use any application, software, or programme;
 - ii) any computer virus;
 - iii) any computer related hoax relating to 1. i) and/or 1. ii) above.

However, where:

- a fire or explosion occurs as a result of 1. i) or 1. ii) above;
- an escape of water from any tank, apparatus or pipe occurs as a result of 1. i) or 1. ii) above; or
- a theft or attempted theft immediately follows 1. i) or 1. ii) above;

and that fire, explosion, escape of water from any tank, apparatus or pipe, theft or attempted theft would otherwise be covered under this **Policy**, **We** will still cover physical loss or **Damage** resulting from that fire, explosion, escape of water from any tank, apparatus or pipe, theft or attempted theft.

2. Electronic Data

loss of or **Damage** to any electronic data (for example files or images) wherever it is stored.

General Exclusions (continued)

Infectious or Contagious Disease Exclusion Clause

This **Policy** does not cover any loss, **Damage**, liability, cost or expense, in any way caused by or resulting from:

- i) **infectious or contagious disease**;
- ii) any fear or threat of i) above; or
- iii) any action taken to minimise or prevent the impact of i) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Institute Radioactive Contamination Exclusion Clause

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

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- 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 **Policy** 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**
- ii) any **Insured Event** or cause whether or not contributing concurrently or in any 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 **Policy** that provides insurance, in whole or in part, for these matters.

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**.

General Exclusions (continued)

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**.

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

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

War and Civil War Exclusion Clause

This **Policy** does not cover loss or **Damage** directly or indirectly occasioned by, happening through, or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Sanctions Exclusion Clause

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might become invalid.

Alteration in Risk

You must notify Commercial Express Quotes Limited, via **Your** insurance advisor, without delay, if the risk has altered:

- a) by removal of any fire and security protections or building component designed to prevent **Damage** to the **Property Insured**, or
- b) whereby the risk of **Damage**, accident or liability is increased, or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued, or
- d) whereby the **Your** interest ceases except by will or operation of law, or
- e) by a change of type of tenant or use of the **Buildings**, or the **Buildings** becoming **Unoccupied**

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

Reasonable Precautions

You must;

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

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

Maintenance and Safety

It is important that **You** comply with a) - d) below otherwise all **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded and indemnity under Section 3 will not operate.

You must:

- a) if the **Buildings** or any part of the **Buildings** is let as residential accommodation **You** must comply with current gas safety regulations and laws and must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer
- b) If the **Buildings** are not let as residential accommodation **You** must ensure that annual Gas maintenance checks are undertaken and at the commencement of this insurance **You** must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer,

Policy Conditions (continued)

- c) If **You** are responsible for the electrical installations at the **Premises**, at the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report (EICR) that:
- i) covers any live phases of the electrical installation(s)
 - ii) is less than five years old and issued by a contractor approved and registered with one of the following:
 - National Inspection Council for Electrical Installation Contractors (NICEIC)
 - Electrical Contractors Association (ECA)
 - National Association of Professional Inspectors and Testers (NAPIT)
 - Electrical Self-Assessment (ELECSA)
 - iii) documents that all C1 or C2 deficiencies or defects have been remedied and **You** must be in the possession of such certificates of inspection and evidence of maintenance.
- d) in respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations such vessel, machinery or apparatus shall be the subject of:
- i) inspection(s) under contract, and
 - ii) regular maintenance schedules

and **You** must be in the possession of such certificates of inspection and evidence of maintenance.

Roof Maintenance

You must ensure that:

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

otherwise all **Damage** arising from or caused by the **Insured Event** of storm will be excluded in respect of or as a result of the flat roof at the **Premises**.

This does not apply to concrete roofs.

Unoccupied Buildings

When the **Buildings** (or part of the **Buildings**) are **Unoccupied** **You** must comply with conditions 1-6 below otherwise all **Damage** arising from or caused by **Insured Events** (where the **Insured Event** is operative, as confirmed on **Your Schedule**) of Fire and Explosion 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 and electricity mains supplies are kept disconnected and water systems drained (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes) however a fixed central heating system may remain in operation provided the heating system is connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4 degrees Celsius

Policy Conditions (continued)

1. 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 **Landlord's 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** (not applicable if property is in Northern Ireland).

Information you have given us

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

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

If **We** establish that **You** carelessly provided **us** with false or misleading information it could adversely affect **Your** insurance and any claim. For example **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the "Cancellation" condition of this **Policy**.

We or **Your** insurance advisor will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

Cancellation

Your Cancellation Rights

You may cancel this insurance within 14 days of the day **You** purchase this insurance or the day on which **You** receive the **Policy** wording, whichever is the later by contacting Commercial Express Quotes Limited via **Your** insurance advisor.

If this insurance is cancelled then, provided **You** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the 14 day cooling off period, there will be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed. Notice of cancellation should be provided to Commercial Express Quotes Limited via **Your** Insurance advisor.

Our Cancellation Rights

We can 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

Policy Conditions (continued)

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.

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

You must pay an amount towards each claim. The amount **You** pay is called the '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
Shop Front Windows	£100	£100	Cover not available	Cover not available
Landlords Contents	£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

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

E.U. Disclosure Clause

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

Non Invalidation

The **Policy** of insurance will not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that, as soon as **You** become aware of any change in use **You** give notice to **Underwriters**, via **Your** Insurance advisor, and pay an additional premium if required.

Claims Conditions

These are the claims conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** claim might become invalid.

Claims - Your Duties

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

- a) Applicable to all Sections;
 - i) notify the **Underwriters'** Claims Representatives without delay, but in any event, within 30 days using the following contact details:
Telephone: 01443 220317
Emergency telephone number: 01724 761378 (out of hours).
Email: uk.gbtechnical.adjusting@gbtpa.com
 - ii) take all practicable steps to recover property lost and otherwise minimise the claim
 - iii) inform the Police without delay if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
 - iv) give all information and assistance the **Underwriters** may require in a timely manner. The **Underwriters** will only request information relevant to **Your** claim.

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

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

- b) Applicable to **Section 1 Buildings and Section 2 Landlord's Contents**;

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

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

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

- c) Applicable to Section 3 - Property Owners Liability
 - i) not make or allow to be made on their behalf any admission, offer, promise, payment, or indemnity, without the written consent of the **Underwriters**
 - ii) forward to the **Underwriters'** Claims Representatives (Contact details as above) every letter, claim, writ, summons and process upon receipt, without delay, without acknowledgement
 - 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.

Claims - Underwriters' Rights

The **Underwriters**;

- a) On the happening of **Damage** in respect of which a claim is made may, without incurring any liability or diminishing any of the

Claims Conditions (continued)

Underwriters' rights under this **Policy**, enter the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Underwriters** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner

No property may be abandoned to the **Underwriters** whether taken possession of by the **Underwriters** or not.

b) will have full discretion in the conduct of any proceeding and in the settlement of any claim.

Fraud

If **You** make a fraudulent claim under this insurance contract, then **We**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under clause (c) above:

- (a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

Subrogation

Any claimant under this **Policy** must at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by the **Underwriters**.

The **Underwriters** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at their own expense and for their own benefit any claim for indemnity or damages or otherwise.

Arbitration

If any difference arises as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.

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

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**.

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 **Underwriters** claims representatives on 01443 220317 or by post at Gallagher Bassett Technical, Units 1 & 2 Ground Floor, Magden park, Llantrisant, Rhondda Cynon Taff, CF72 8XT or email uk.gbtechnical.complaints@gbtpa.com

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

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.

If **Your** complaint needs to be dealt with by **Us**, **Your** complaint will be referred to **Your Underwriters** complaints team within three working days. **You** may also raise a formal complaint directly in writing or verbally to **Your Underwriters** by using the contact details below:

Head of International Compliance,
Tokio Marine HCC International,
1 Aldgate,
London EC3N 1RE
Phone: +44(0)20 7702 4700
Email: tmhcccomplaints@tmhcc.com

Your Underwriters complaints team will acknowledge **Your** complaint promptly and respond fully to **Your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **You** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **Your** complaint in eight weeks, they will write to **You** explaining the reason as to why this has not been possible. They will also advise **You** of **Your** right to refer **Your** complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **You** be dissatisfied with the outcome of **Your** complaint, **You** may have the right (subject to eligibility) to refer **Your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **Your** right to take legal action.

Complaints Procedure (continued)

If **You** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk.

If **You** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax +44 1534 747629

Email: enquiries@ci-fo.org
Website: www.ci-fo.org

This complaints procedure does not affect **Your** right to take legal action.