

# CX Commercial Property Owners Certificate Wording

Effected through:

## Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG32100 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below and are hereinafter referred to as “**Underwriters**” and in consideration of the premium specified herein.

This is to certify that the **Insured** having made to the **Underwriters** a proposal which shall be the basis of this contract and in consideration of the payment by the **Insured** of the premium specified in the schedule in accordance with the written authority (which number is shown in the schedule) allows Your broker or insurance advisor to sign and issue this certificate on behalf of **Underwriters** whose syndicate numbers are given in the authority and said **Underwriters** are hereby bound each for his own part and not one for another their Heirs Executors and Administrators to indemnify the **Insured** to the extent and in the manner detailed herein or endorsed hereon during the period of insurance subject to the terms Exceptions and Conditions contained herein or endorsed hereon.

For and on behalf of **Underwriters**:

Signed:



Authorised Signatory

### IMPORTANT

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

### Definitions

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

**Aerials**

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

**Asylum Seeker**

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

**Buildings**

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

**Contents**

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

**Damage**

Accidental physical **Damage** to tangible property.

**Deep Fat Frying**

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

**Injury**

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

**Insurers/We/Our/Underwriters**

Certain Underwriters at Lloyd's.

**Insured/You/Your**

The person or people named in the Certificate Schedule.

**Landlords Fixtures and Fittings**

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

**Loss**

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

**Money**

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

**Premises**

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

**Renovation**

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

**Unoccupied**

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

## Buildings Insurance

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

### Insured Perils

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

## Buildings Insurance (continued)



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

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

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

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

11 **Accidental Damage**

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

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

Exclusions

- a We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b We will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
- c We will not pay for collapse or cracking of the **Buildings**
- d We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, **Loss** of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- e We will not pay for acts of fraud or dishonesty
- f We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- h We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Premise is **Unoccupied**
- j We will not pay for normal settlement or bedding down of new structures
- k We will not pay for **Damage** to property as a result of its undergoing any process
- l We will not pay for **Damage** to property in transit
- m We will not pay for **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n We will not pay for property or structures in the course of construction or erection
- o We will not pay for **Loss** or **Damage** specifically excluded elsewhere under the **Buildings** section or elsewhere in this Certificate
- p We will not pay for the cost of general maintenance or upkeep

## **Buildings Insurance (continued)**

- q We will not pay for **Loss** or **Damage** to the interior of any **Building** or to the **Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless

the **Building**, first sustains storm **Damage** to its roof through which the rain, snow, sand or dust enters.

#### 12 Trace and Access

The reasonable costs necessarily incurred by the **Insured** in locating the source and subsequent making good of **Damage** resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the **Premises**
- b) accidental **Damage** to cables, underground pipes and drains serving the **Premises**

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

### Additional Extensions

#### Metered Water

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

#### Loss of Rent

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

#### Exclusions

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

#### Index Linking

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

#### Transfer of Interest

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

## Buildings Insurance (continued)

### Architects Surveyors Legal and Consulting Engineers Fees

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

### European Community and Public Authorities

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

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

### Excluding;

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

### *Special Conditions*

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

## Buildings Insurance (continued)

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

### Removal of Debris

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

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

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

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

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

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

### Settling claims for Loss or Damage

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

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

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

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

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

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

## Landlords Fixtures and Fittings Insurance

This section only applies if shown in Your schedule.

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

### Insured Perils

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



## Landlords Fixtures and Fittings Insurance (continued)

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

### Settling claims for Loss or Damage

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

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

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

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

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

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

### Accidental Damage

This extension only applies if shown in Your schedule.

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

#### Exclusions

- a We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b We will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control
- c We will not pay for Loss or Damage caused by collapse or cracking of the Buildings
- d We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- e We will not pay for acts of fraud or dishonesty
- f We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- h We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the Building is Unoccupied
- j We will not pay for normal settlement or bedding down of new structures
- k We will not pay for Damage to property as a result of its undergoing any process
- l We will not pay for Damage to property in transit
- m We will not pay for Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n We will not pay for property or structures in the course of construction or erection

## Landlords Fixtures and Fittings Insurance (continued)

- o We will not pay for any **Damage** specifically excluded elsewhere under the **Landlords Fixtures and Fittings** Section or elsewhere in this Certificate
- p We will not pay for **Damage** caused by tearing or fouling or chewing by animals
- q We will not pay for **Loss** or **Damage** to the interior of any **Building** or to the **Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Building**, first sustains storm **Damage** to its roof through which the rain, snow, sand or dust enters.
- r We will not pay for the cost of general maintenance or upkeep
- s excluding and claim for **Loss** or **Damage** of more than £5,000

## Property Owners Liability Insurance

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

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

## Certificate Excesses

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

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

## Claims Procedure and Conditions

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

It is a condition precedent to liability that

You must do the following:

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

You must not do the following:

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

We may do the following:

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

## Claims Procedure and Conditions (continued)

### Temporary Repairs

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

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

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

## Conditions Precedent to Liability

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

### 1. Changes in circumstances

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

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

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

You must immediately:

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

### 2. Unoccupied Properties

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

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

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

## Conditions Precedent to Liability (continued)

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

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

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

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

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

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

### 3. Maintenance and safety requirements

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

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

Note: Part Owner Occupied, Long Leasehold or Management Company

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

### 4. Flat Roof

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

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

## Warranties

### 1. Deep Fat Frying Warranty

It is warranted that

- a A thermostat is fitted to frying range to prevent the operating temperature exceeding 205<sup>0</sup>c or the suppliers recommended temperature.
  - b A high temperature limit control of a non-self resetting type is fitted to shut off the heat source if the temperature of the fat or oil exceeds 230<sup>0</sup>c.
  - c The extraction system must vent directly to the outside of the Premises.
  - d None of the range or associated equipment including ducting and hoods shall be within 150mm of any combustible materials.
  - e All grease traps, filters and other removable devices must be cleaned every week and a written record kept thereof.
  - f The grease extract ducting shall be cleaned every 6 months and a written record kept thereof.
  - g The entire range and associated equipment shall be serviced by the manufacturer/installer or an independent qualified contractor every 12 months.
  - h The frying range shall be attended at all times whilst the range is turned on.
  - i The frying range must hold the minimum level of oil, as per the manufactures guidelines, to ensure the operation of the thermostatic cut out device.
- j All waste/scraps shall be kept in metal bins and removed at least once a week from the Premises.

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

- k One of the following types of fire extinguisher must be installed in the vicinity of the range together with an approved fire blanket
- |   |                         |   |                 |
|---|-------------------------|---|-----------------|
| 1 | 2 gallons foam type     | 2 | 10lb dry powder |
| 3 | 2 x 10lb carbon dioxide | 4 | 71bs BCF or BTH |

#### 1. Policy Voidable

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

#### 2. Observance

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

#### 3. Reasonable care

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

#### 4. Warranties

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

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

### 5. Personal representatives

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

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

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

### 7. Cancellation

**We** may cancel the certificate by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel the certificate by giving **Us** written instructions.

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

### 9. Instalment Premiums

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

### 9. Fraudulent claims

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

### 10. Governing law

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

### 11. Other insurance

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

### 12. Rights to recovery

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

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

### 13. Non-Invalidation Clause

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

### 14. Data Protection Act 1998

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

## General Exclusions

This Certificate does not cover the following:

- 1 Existing **Damage**
  - a Any **Loss** or **Damage** occurring before the start of this Certificate
  - b Any **Loss** or **Damage** deliberately caused by **You** or anyone working on **Your** behalf
- 2 Redevelopment, **Building** and construction work(s)  
Any **Loss** or **Damage** caused as a result of or in consequence of **Building** work(s) falling outside of and not categorized within the definition of **Renovation**.
- 3 Use of the **Buildings**
  - a Any **Loss** or **Damage** caused by any portable heaters
  - b Costs for keeping to any requirements or regulations **You** knew of before the **Loss** or **Damage** occurred
- 4 **Loss** of value and consequential financial **Loss**
  - a **Loss** of value of the **Buildings**, **Landlords Fixtures and Fittings** or any other property insured.
  - b Consequential **Loss** (that is any **Loss** which happens as a result of, or has any side effect financial, economic or otherwise, as a result of any **Loss** to the **Buildings** or **Landlords Fixtures and Fittings** **You** have insured).
- 5 Any **Loss** or **Damage** caused by wear and tear or any gradually operating cause.
- 6 **Loss** or **Damage** caused by domestic pets or by insects or vermin.
- 7 Pairs and sets  
The cost of replacing or altering any undamaged part or item forming part of a set.
- 8 Property not covered
  - a Living creatures
  - b Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them
  - c Property more specifically insured by any other certificate
  - d Plants, trees and shrubs in the garden
- 9 Property being confiscated or detained by any government or public or local authority.

## General Exclusions (continued)

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

11 Sonic bangs

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

12 Diminution in value

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

13 War Exclusion

Any **Loss** or **Damage** or liability 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 a **Damage** to property by or under the order of any government or public or local authority.

14 Radioactive Contamination and Nuclear Assemblies Exclusion

1 Any **Loss** or destruction of or **Damage** to any property whatsoever, or any **Loss** or expenses whatsoever resulting or arising therefrom or any consequential **Loss**

2 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

- i ionising radiations or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii the causing, occasioning or threatening of harm of whatever means:
- iv putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

15 Terrorism Exclusion

Any **Loss**, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

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

This insurance also excludes **Loss**, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any **Loss**, **Damage**, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the assured.

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

## Complaints

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

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

If **You** are not satisfied with the way a complaint has been dealt with **You** may ask **Your** Insurer / Underwriter to review **Your** case.

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

Telephone number : 0207 327 5693  
Fax number : 0207 327 5225  
Email : [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

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

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

Tel No: 0845 080 1800

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Definition of an Eligible Complaint

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

### Financial Services Compensation Scheme

Certain **Underwriters** at Lloyd's are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Certain **Underwriters** at Lloyd's are unable to meet its obligations to **You** under this contract. If **You** are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the  
Financial Services Compensation Scheme

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

and on their website [www.fscs.org.uk](http://www.fscs.org.uk)