



Commercial Property Owners Certificate Wording

Guide to Commercial Property Owners Certificate Wording

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

There are certain obligations contained in this Certificate that are important to us and that We rely upon You to comply with. The obligations clearly set out what You must do and what You must not do to ensure coverage under this Certificate is not prejudiced.

You should note that if You do not comply with the obligations, in certain circumstances specific coverage will be excluded or the Certificate may be considered void

If You are unsure as to what an obligation means or You may not be able to comply with the terms you should consult with Your insurance advisor.

The Certificate defines what is covered under separate sections 1-4. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

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

The General Certificate conditions section sets out certain rights of You and Us and include clauses that apply to the whole of the Certificate.

The Certificate Definitions section provides the meaning to words and phrases wherever they appear in the Certificate. You will see words in bold which means that wherever they appear in this Certificate they are a definition.

The Schedule attaching to this Certificate will set out the period of this insurance and specify which Sections of this Certificate are operative including the Sums Insured.

The Schedule may also contain clauses additional to the Certificate wording that Underwriters have imposed placing additional obligations on You and/or limiting coverage. The terms of those clauses will be attached to the Certificate 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 Certificate

It is strongly recommended that YOU read the Certificate including the Certificate Schedule and any endorsements to ensure that the Certificate meets with your requirements.

In the event that the Certificate does not meet with your requirements and/or that YOU are unable to comply with any of the obligations, terms and conditions YOU should immediately advise your insurance advisor. The Underwriters will then decide whether or not to agree to a variation of the Certificate. However, the terms of the Certificate will remain effective unless Underwriters have agreed to a variation in writing.

Index

Guide to Commercial Property Owners Certificate Wording		2
Authorised Certificate		4
Obligations		5 - 6
Claims & Remedy Condition		7
Section 1 Buildings		8 - 13
Section 2 Landlords Fixtures & Fittings		13 - 14
Section 3 Property Owners Liability		14 - 17
Section 4 Employers Liability		17 - 20
General Exclusions		20 - 23
Certificate Excess'		24
Certificate Conditions		24 - 27
Certificate Definitions		28 - 31
Complaints Procedure		32 - 33

Authorised Certificate

This Certificate and any replacement Schedule and/or endorsement are to be read together as one document.

This Certificate is a legally binding contract which You have made with Underwriters.

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 Certificate) to indemnify You against Damage, accident or injury occurring during the Period of Insurance.

Provided always that: -

- (i) The liability of the Underwriters shall not exceed the Sums Insured or limits of liability stated in the Schedule or such other Sums Insured or limits of liability as may be substituted by endorsement or attached hereto;
- (ii) This Certificate insures You only in respect of the sections where a Sum Insured or a limit of liability is specified in the Schedule

Any dispute arising out of or in connection with this Certificate shall be subject to and construed 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 Certificate shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.



Authorised Signatory

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion.

Several Liability Notice

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

Obligations

You have an obligation in your Proposal to answer any questions honestly and accurately make a fair presentation of the risk and disclose 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 on what terms, conditions and premium) as otherwise Underwriters shall be entitled to remedy their position in accordance with the Claims and Remedy conditions of this Certificate.

These obligations apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by Underwriters.

Without prejudice to Underwriters rights, if You are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if You have any questions concerning the Certificate terms and conditions, You should check with Your insurance advisor.

The Certificate contains important obligations terms and conditions that must be complied with including but not limited to:

Alteration in Risk

You must immediately notify Underwriters 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 the Certificate will be treated as cancelled and all cover will terminate unless You have notified Underwriters of any such alteration(s) and at their option they have agreed in writing to vary the Certificate.

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

otherwise Underwriters may refuse to pay your claims or provide indemnity under this Certificate

Maintenance and Safety

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

You must:

- 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,

Obligations (continued)

- 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 (ELECSEA)
 - iii) documents that all C1 or C2 deficiencies or defects have been remedied
- 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

Unoccupied Buildings

When the Buildings (or part thereof) are Unoccupied you must comply with conditions 1-7 below, otherwise all Damage arising from or caused by Defined Perils of Fire and Explosion will be excluded.

1. You or Your nominee must inspect the Buildings every fourteen 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.
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 linked to a frost-stat and a minimum temperature of 4°C is maintained
3. The following minimum protections are in operation:
 - a. all doors and windows are securely locked and fastened
 - b. all security and alarm protections are set in full operation and are in proper working order
4. If unauthorised entry or attempt thereat is detected more than twice in any one Period of Insurance, immediate notice must be given to Underwriters
5. 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
6. all waste or refuse must be removed from the Buildings and cleared at least once a week from the Premises
7. tanks containing fuel or other flammable liquids are drained and purged within 14 days of the Buildings becoming Unoccupied

Claims & Remedy Condition

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this Certificate.

Your claim will be managed from within Our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.

It is important that You:

- a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- b) have complied with the obligations, terms and conditions contained in the Certificate throughout this period of insurance

otherwise Your claim may not be paid.

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless Underwriters shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would not have been offered, to

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If You submit a valid claim and it transpires that You have breached Your obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless Underwriters shall be entitled, if cover would have been offered, to

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) ¹reduce proportionately the amount to be paid on a claim if Underwriters would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one Premises is stated in the Schedule, the proportion of the premium charged for the Premises that has sustained Damage will be applied.

¹ reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the Certificate (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Section 1 - Buildings

Cover and Basis of Settlement

Underwriters agree that if during the Period of Insurance, an item of Buildings at the Premises sustains Damage due to a Defined Peril, then following an Insured Event under this Section 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 set out below, or if the Buildings is an individual flat, forming part of a block, We will pay the to reinstate the damaged Buildings belonging to You in accordance with the reinstatement conditions but We will not pay for any Damage to common parts other than those parts owned by You or for which You are individually legally responsible.
- (ii) Where reinstatement or replacement of the Buildings does not take place in accordance with (i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

Reinstatement Conditions

- i) Underwriters' liability for the repair or replacement of Buildings damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made: -
 - a. unless reinstatement commences within 12 months of Damage occurring unless otherwise agreed by Underwriters;
 - b. until the Cost of Reinstatement shall have been actually incurred;
 - c. if the Buildings at the time of the Damage shall be insured by any other insurance effected by the 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.

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 under this Section by a Defined Peril then Underwriters will pay You, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
 - ii) the diminution in value of the Property Insured, or
- in the event settlement under i) or ii) above is not applied then Underwriters will make a suitable alternative measure of settlement.

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

Exclusions applying to this section

The following exclusions apply to this Section:

- a. loss by delay, loss of market, Consequential Loss of any and every description
- b. Property Insured more specifically by or on behalf of You or more specifically covered under another Section of this Certificate

Section 1 - Buildings (continued)

- d. 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, latent defect unless resulting from Damage not otherwise excluded
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, 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, 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 Outbuildings.
 - v) infidelity or dishonesty by You or any of Your Employees or other persons to whom Property Insured may be entrusted or loss, destruction 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) Loss or 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) Loss or 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

Unoccupied Buildings

The following exclusions apply

- a) The first £500 excess of any claim other than Subsidence as specified in the "Certificate Excesses" section for properties unoccupied up to 60 days
- b) 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
- c) Damage caused by or arising from the following Defined Perils will be excluded in respect of the unoccupied Buildings or parts of the thereof:
 - i) Riot, civil commotion, strikes, labour or political disturbances or Malicious Persons
 - ii) Escape of Water
 - iii) Theft or attempted theft

Section 1 - Buildings (continued)

Limit of Indemnity

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

- (i) If an individual Sum Insured is specified on the Certificate Schedule for that item, Underwriters' liability shall be limited to that Sum Insured;
- (ii) In any event, Underwriters' liability shall in no circumstances exceed, in the aggregate, the total Sum Insured for the category of Buildings on the Schedule under which that item falls.

But: -

- (i) In the event that, at the time of Damage any Buildings are awaiting refurbishment, redevelopment or renovation, then Underwriters shall 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 shall be limited to Removal of Debris.

Average

Each item insured under this Condition is declared to be separately subject to the following Condition of Average, namely: If at the time of repair or rebuilding or replacement the Cost of Reinstatement which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the Sum Insured thereon at the commencement of any Damage to such property then You shall be considered as being Your own insurer for the difference between the Sum Insured and the sum representing the Cost of Reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The Excess shall 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.

In the event that the Sum Insured for any such item shall, at the commencement of Damage, be less than the value of the property covered, then the amount payable by Underwriters shall be proportionately reduced.

Other Insurances

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

Definitions specific to this Section

Cost of Reinstatement means:

- i) the rebuilding or replacement of property lost or destroyed which provided Underwriters' liability is not increased may be carried out:
 - a. in any manner You and the Underwriters' agree
 - b. 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, Architects Surveyors Legal and Consulting Fees

Section 1 - Buildings (continued)

Architects Surveyors Legal and Consulting Engineers Fees means:

The reasonable cost of employing architect's surveyor's lawyers and consulting engineers in the reinstatement or repair of the Buildings consequent upon its Damage but not for preparing any claim.

Removal of Debris means 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

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

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 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
- c) 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
 - d) 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.

Section 1 - Buildings (continued)

Extensions applying to this section

Following an Insured Event under this Buildings Section cover is provided for:

1. Trace and Access

We will pay You the reasonable costs necessarily incurred by You 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 Buildings
- b) accidental Damage to cables, underground pipes and drains serving the Buildings

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

This extension will not operate when the Buildings are Unoccupied.

2. Loss of metered water

We will pay 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 a Defined peril but only when such a Loss can be determined by measurement from the water authority meter for which You are responsible.

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

Excluding;

Any Loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage

You must record the reading of the meter at intervals of no more than 30 days.

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 reasonable costs necessarily incurred by You for the repair caused by accidental Damage to cables, underground pipes and drains servicing the Buildings

- a) Provided that the maximum amount payable under this Extension shall not exceed £2,500 for each and every claim
- b) Provided that the Damage to any part of the cable or service pipe is not within the Buildings

This extension will not operate when the Buildings are Unoccupied

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 shall 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, 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) applying to the Premises or to the parts of the Premises damaged
- b) We will not pay for more than £25,000 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

Clauses applicable to this section

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.

In the event of a claim, we will continue to adjust the sum insured during the period required to rebuild, up to a maximum of three years, provided that:

- The sum insured at the date of loss is sufficient to rebuild the property;
- The rebuilding or repair is carried out without delay

Transfer of Interest

If at the time Damage to the Buildings 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 Your request the purchaser shall be entitled to the benefits of this Certificate without prejudice to the rights and liabilities of You or Us under this Certificate up to the date of completion.

Section 2 - Landlords Fixtures and Fittings

Underwriters agree that if, during the Period of Insurance, an item of Landlords fixtures and Fittings at the Premises sustains Damage due to a Defined Peril, then following Insured Event under this Section Underwriters will replace the damaged items or at their option will pay You: -

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

Provided that the Sum Insured is at least equal to replacing all items under this Section Otherwise You shall be considered as being Your own Insurer for the difference and shall bear a rateable share of the Loss accordingly.

Other Insurances

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

Section 2 - Landlords Fixtures and Fittings (continued)

Exclusions applying to this section

The following exclusions apply to this Section:

- a) the amount of the Excess stated in the Schedule
- b) loss by delay, loss of market, Consequential Loss of any and every description
- c) Damage to Landlords Fixtures and Fittings in the open
- d) Property Insured more specifically by or on behalf of You or more specifically covered under another Section of this Certificate
- 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 oxidation, rot, mould or mildew, inherent vice, latent defect unless resulting from Damage not otherwise excluded
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, 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 loss, destruction 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, misfilling or misplacing of information
 - 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) Loss or 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.

Section 3 - Property Owners Liability

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
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the Territorial Limits

Additional Persons Insured

This Section shall extend to include in the event of the death resulting from Injury of 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

Section 3 - Property Owners Liability (continued)

Provided always that;

- a) each such additional person insured shall as though they were You observe fulfil and be subject to the terms of this Certificate insofar as they can apply
- b) the Underwriters shall 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 of GBP 250
- b) any Employee GBP 100

Cross Liabilities Clause

If more than one of You is referred to in the Schedule each of You so named shall be considered as a separate and distinct entity and the word You shall be construed as applying to each of You in the same manner as if a separate Certificate 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 consequent upon or attributable to one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule irrespective of the number of insured parties involved.

Data Protection Act

The Underwriters will indemnify You in respect of liability arising under the Data Protection Act 1984

Provided that;

- a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by You of the services of a computer bureau

Section 3 - Property Owners Liability (continued)

The Underwriters shall not be liable in respect of;

- a) the recording or provision of data for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission of You and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission

The total liability of the Underwriters including all costs and expenses in this respect shall not exceed GBP 250,000 during any one Period of Insurance, such amount being included within and not additional to the Limit of Indemnity.

Defective Premises Act

This Section subject otherwise to the terms of the Certificate and within the Limit of Indemnity extends to indemnify You against liability for Injury or Damage 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 pertaining to the Business and since disposed of by You provided that;

- a) this extension shall 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 therein
- b) the Underwriters will not be liable under this extension if You are entitled to indemnity under any other insurance.

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 shall 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.

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 consequent upon or attributable to one source or original cause shall 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:
 - i.) the proceedings relate to the health, safety and welfare of persons other than Employees
 - ii.) the Underwriters will not indemnify You in respect of
 - a) fines and penalties
 - b) costs or expenses insured elsewhere

Section 3 - Property Owners Liability (continued)

Exclusions Applying to Section 3

The Underwriters shall 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 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, hovercraft or watercraft
 - b) mechanically-propelled vehicle or trailer attached thereto (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 the 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.

Section 4 - Employers Liability

Cover

The Underwriters will indemnify You against all sums that You shall become legally liable to pay as damages, together with costs and expenses shown below, in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of their employment by You in the course of the Business.

Limit of Indemnity

The liability of the Underwriters under this Section for damages, costs and expenses payable in respect of any one claim or series of claims

Section 4 - Employers Liability (continued)

against You arising out of one event shall not exceed the amount stated in the Schedule.

Costs and expenses shall be deemed to mean:

- a) costs and expenses of claimants for which You are legally liable;
- b) other costs and expenses incurred with the Underwriters written consent in respect of any claim which may be the subject of indemnity under this Section;
- c) solicitor's fees incurred with the Underwriters' written consent for:
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury;
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section;
- d) legal costs and expenses incurred with the Underwriters' written consent by You and, at Your request, any director or Employee, and costs awarded against You or the director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that:
 - i) the proceedings relate to the health safety or welfare of Employees;
 - ii) the Underwriters will not indemnify You in respect of:
 - a) proceedings consequent upon a deliberate act by or omission by You, any director or Employee;
 - b) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
 - c) costs and expenses insured by any other policy.
- e) legal costs and expenses incurred with the Insurer's written consent by You, and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation provided that:
 - i) the liability of the Underwriters for all legal costs and expenses payable in any one Period of Insurance shall not exceed the sum of GBP 5,000,000 or the Limit of Indemnity stated in the Schedule whichever is the lesser and will form part of and not be in addition to the Limit of Indemnity stated in the Schedule;
 - ii) the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business;
 - iii) the Underwriters will not indemnify You in respect of:
 - iii.i) proceedings which result from any deliberate act or omission by You;
 - iii.ii) any fines or penalties of any kind;
 - iii.iv) any remedial or publicity orders or any steps required to be taken by such orders;
 - iii.v) costs and expenses insured by any other policy.

Section 4 - Employers Liability (continued)

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Underwriters will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At Your request the Underwriters will indemnify in the terms of this Section:
 - i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
 - ii) any of Your directors or Employees in respect of liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You;
 - iii) any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
 - iv) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official;

provided that:

- a) each person shall as though he were You observe fulfill and be subject to the terms of this Section insofar as they can apply; and
- b) the Underwriters shall retain the sole conduct and control of all claims.

Compensation for Court Attendance

In the event of the following 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 of Your directors or partners £250
- b) any Employee £100

Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but You shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

Unsatisfied Court Judgements

In the event of Injury to an Employee, sustained during the Period of Insurance and arising out of his employment by You in the course of the Business, which results in a judgement for damages being obtained by such Employee, or his personal representatives, and which remains unsatisfied in whole or in part six months after the date of such judgement, the Underwriters will, at Your request, pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained:
 - i) in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
 - ii) against a company, partnership or individual other than You, conducting a business at or from premises within the territories described in i) above;
- b) there is no appeal outstanding;
- c) the judgement relates to Injury which would otherwise be within the terms of the Certificate; and

Section 4 - Employers Liability (continued)

- d) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgement to the Underwriters.

Exclusions

The Underwriters shall not be liable under this Section for:

- 1) So far as concerns the liability of any principal or liability assumed by You under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof..
- 2) 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.
- 3) Any liability arising out of work undertaken or operations located Offshore.
- 4) More than GBP 5,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) arising out of one event which falls within the definition of Terrorism under this Policy.
- 5) More than GBP 5,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal or distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing.

General Exclusions

Asbestos Exclusion

This Certificate does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Building Works Exclusion

This Certificate does not cover any loss Damage or liability caused by or arising out of Building Works.

General Exclusions (continued)

Contamination and Pollution Exclusion Clause

1. This Certificate does not cover any loss, liability or Damage 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 perils:
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

Electronic Data Exclusion

1) Electronic Data Exclusion

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

- a) The Underwriters shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Computer Virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".
- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this Certificate subject to all its terms conditions and exclusions will cover physical damage occurring during the Period of Insurance to the Property Insured by the original Certificate directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

General Exclusions (continued)

2) Electronic Data Processing Media Valuation

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

Institute Radioactive Contamination Exclusion Clause

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

In no case shall this Certificate cover loss Damage liability or expense directly or indirectly caused by or contributed to 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 thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion Clause

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

This Exclusion applies regardless whether there is;

- i) any physical loss or Damage to Insured Property
- ii) any Defined Peril 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 Certificate that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

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

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

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

General Exclusions (continued)

Nuclear Energy Risks Exclusion Clause

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

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

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sonic Bangs

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 Heaters

This Certificate does not cover any loss Damage or liability caused by or arising from portable heaters

Terrorism Exclusion

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

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

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

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

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

War and Civil War Exclusion Clause

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

Certificate Excess'

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

	Occupied Property built after 1800	Occupied Property built before 1800	Unoccupied Property days 0 - 60	Unoccupied Property days 61+
Subsidence, landslip or heave	£1000	£1000	£1000	£1000
Buildings	£250	£250	£500	£2500
Landlords fixtures & fittings	£250	£250	Cover not available	Cover not available
Loss of Rent	£250	£250	Cover not available	Cover not available
Property Owner's Liability	£250	£500	£500	£2500

Certificate Conditions

The following Certificate Conditions are applicable to Sections One, Two, Three and Four unless otherwise stated:

Arbitration

If any difference shall arise as to the amounts to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters.

Asbestos

This Certificate 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 Defined Perils;

Fire, lightning, explosion or aircraft (Listed Perils)

This coverage is subject to all limitations in the Certificate to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this Certificate for Damage by a Listed Peril.
- b) the Listed Peril must be the immediate sole cause of the Damage to the asbestos.
- c) the Insured must report to the Underwriters the existence and cost of the Damage as soon as practicable after the first Damaged the asbestos.

However, this Certificate 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 Certificate shall provide no cover (whether for physical Damage business interruption delay of repair or other consequential loss) in respect of;

- i) wear and tear or inherent defect, quality or vice in or of any asbestos

Certificate Conditions (continued)

- 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 Listed Peril has not physically Damaged.

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.

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

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

If the Premises is unoccupied the following return shall be given

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

Subject to a minimum time on risk charge of £150.00 + IPT + any administration fee.

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

Claims - Your Duties

On the happening of any event which may give rise to a claim

You shall;

- a) General applicable to all Sections;
 - i) notify the Underwriters immediately, but in any event within 30 days by calling by calling 0345 604 6615 or 02920 558 639
 - ii) take all practicable steps to recover property lost and otherwise minimise the claim
 - iii) inform the Police immediately and Underwriters within 14 days 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
- b) Applicable to Section 1 - Buildings;

Certificate Conditions (continued)

Within 30 days or such further time as the Underwriters may in writing allow, deliver to the Underwriters a written claim providing at the Insured's own expense, all details proofs and information regarding the cause and amount of Damage as the Underwriters may reasonably require including any other insurances on any Property Insured by this Certificate and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any Property by Section 1 is to be reinstated or replaced by the Underwriters, You shall at Your own expense provide all such plans documents books and information as may be reasonably required.

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

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

c) **Applicable to Rental Income**

- i) within 14 days after the expiry of the Indemnity Period or within such further time as the Underwriters may in writing allow at the Insured's own expense deliver to the Underwriters a statement setting out particulars of the claim together with details of all other insurances covering any part of the Damage or resulting loss of rental income
- ii) You shall at Your own expense also provide the Underwriters with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the Underwriters for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Underwriters immediately.

d) **Applicable to Section 3 - Property Owners Liability and Section 4 - Employers 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) immediately forward to the Underwriters every letter claim writ summons and process immediately upon receipt without acknowledgement
- iii) advise the Underwriters in writing immediately they 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 thereby incurring any liability or diminishing any of the Underwriters' rights under this Certificate enter take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Underwriters any Property 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) shall have full discretion in the conduct of any proceedings and in the settlement of any claim where Underwriters have agreed to provide indemnity under this Certificate, or
- c) in the event the amount of claim is reduced under the Claims & Remedy Condition:
 - i) Underwriters shall retain their sole rights to conduct the claim including the 's proportion but all defence costs shall be met by Underwriters, or
 - ii) You may elect to conduct Your proportion of the claim and shall be responsible for Your own costs.

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.

Certificate Conditions (continued)

Data Protection Act 1998

We may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose Your personal details to third parties if it is necessary for the performance of Your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract You will signify Your consent to such information being processed by the insurers or their agents.

We will keep Your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer Your information to another country, which may be a country outside the European

Economic Area ("EEA"). By proceeding with Your insurance application, we will assume You are agreeable for us to transfer Your information to a country outside the EEA.

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 shall be subject to English Law.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on their behalf to obtain any benefit under this Certificate or if any Damage be occasioned by the willful act or with the connivance of the then Underwriters shall be entitled:

- a) not to pay the claim,
- b) recover from You any sums paid by the Underwriters to the in respect of the claim, and
- c) to treat this Certificate as being terminated with effect from the time of the fraudulent act.

If the Certificate is treated as having been terminated the Underwriters shall be entitled to:

- a) refuse all liability to the under the Certificate in respect of the relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the Certificate

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

Non Invalidation

The Certificate of insurance shall 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, immediately You become aware thereof You shall give notice to Underwriters and pay an additional premium if required.

Subrogation

Any claimant under this Certificate shall 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 the name of the before or after any payment is made by the Underwriters

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

Certificate 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.

Buildings

The Premises, its outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, 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 Property Insured 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

Certificate

The entirety of the Certificate, the Schedule and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the Certificate of insurance coming into force or at any time thereafter).

All references to the terms, conditions and exclusions of the Certificate shall be construed as referring to the entire Certificate.

Damage

Accidental physical loss, damage or destruction.

Deep Fat Frying

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

Defined Peril

The words Defined Peril shall 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

Certificate Definitions (continued)

b) lightning

explosion but excluding any Damage caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for

c) 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 there from

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 excluding:

i) Damage by flood whether resulting from storm or otherwise

ii) Damage attributable solely to a change in the water table level

i) flood excluding Damage attributable solely to a change in the water table level

j) overflowing, discharge or leaking of any sprinkler apparatus

k) escape of water or oil from any tank, apparatus or pipe

l) 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

m) 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 The Buildings or land it is on settling, shrinking, bedding down or expanding
5. Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, 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

n) Accidental Damage - (This peril operates only if stated in the Schedule) -

Certificate Definitions (continued)

We will pay for accidental Damage to the Buildings or Landlords Fixtures and Fittings subject to the following exclusions:

1. We will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
2. 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
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, marring 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 derangement 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 property in transit
13. 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
14. We will not pay for property or structures in the course of construction or erection
15. We will not pay for any Damage specifically excluded elsewhere under the Landlords Fixtures and Fittings Section or elsewhere in this Certificate
16. We will not pay for Damage caused by tearing or fouling or chewing by animals
17. We will not pay for Loss or Damage to the interior of any Building or to the Landlords Fixtures and Fittings, 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
18. We will not pay for the cost of general maintenance or upkeep
19. Damage of more than £5,000

Injury

Bodily injury, death, disease, illness or nervous shock

Insured(s)/You/Your

The firm, company, entity or individual named in the Schedule.

Insured Event

A claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity.

Landlords Fixtures and Fittings

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

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.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Certificate Definitions (continued)

Period of Insurance

The period of insurance specified in the Schedule

Property Insured

Buildings and Landlords Fixtures and Fittings

Premises

The Insured Property as stated in the 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 but excluding:

- (i) Building Works, and
- (ii) Renovation forming part of a Building Works contract or project.

Schedule(s)

The Schedule specifying the terms and extent of this Certificate.

Sum Insured /Limit of Indemnity

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

Terrorism

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups 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 thereof) are closed for trade, untenanted or not resided at for a period in excess of thirty consecutive days

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.

Insurers/We/Our/Underwriters

ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's.

Complaints Procedure

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 Broker who arranged this Policy for You.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:

The Complaints Manager
ERGO Versicherung AG, UK Branch
MUNICH RE GROUP offices
Plantation Place - 3rd floor
30 Fenchurch Street
London
EC3M 3AJ
Phone 020 3003 7444
complaints@ergo-commercial.co.uk

If Your Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower,

London,

E14 9SR

Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Complaints Procedure (continued)

Authorisation and Regulation.11.15

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

ERGO is part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.