

Commercial Property Owner

Policy booklet



Underwritten by AmTrust Europe Limited



Guide to your Policyfast Commercial Property Owners Policy

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Please read this policy carefully and check that it meets **Your** needs. If **You** have any questions about this policy, please contact **Your** intermediary.

Welcome to Policyfast

Welcome to **Your** new Commercial Property Owners policy exclusively arranged through Policyfast Limited and underwritten by **AmTrust Europe Limited**.

This policy forms part of **Your** legal contract with **Us** and defines exactly what **Your** Property Owners policy covers **You** against. Please refer to **Your Schedule** of cover for confirmation of the level of cover **You** have chosen.

Introduction

This policy wording, the **Schedule** and any endorsements set out the terms of the contract between **You** and **Us**. Please read the policy, **Schedule** and any endorsements to make sure they provide the cover **You** require. If they are not correct, or do not meet **Your** needs, please immediately return this policy document to the person who arranged this insurance for **You**.

The **Schedule** sets out the **Sums Insured** (the amount of cover **You** have). If **Your** insurance needs changing during the period of insurance please let **Us** know as soon as possible. **You** must tell **Us** about any changes which effect the circumstances of the **Premises**. If **You** do not **Your** policy may not be valid. In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **We** have asked for. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **us** with false or misleading information **We** may treat this policy as if it never existed and decline all claims.

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

- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- Amend the terms of **Your** insurance. **We** may apply these amended terms as if they

were already in place if a claim has been adversely impacted by **Your** carelessness;

- Cancel **Your** policy in accordance with our cancellation rights – page 9; or
- Have charged **You** a higher premium for providing **Your** cover, **We** could reduce the amount of any claim payment with an adjustment, using the same proportionate difference between the actual premium charged and the higher premium due. For example, if the initial premium **You** paid was £200, but if accurate information had been provided, **Your** premium would have been £400, a claim for an amount of £1,000 would be reduced to £500.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** insurance intermediary as soon as possible.

Your policy is designed to be easily amended and **We** will issue a new **Schedule** or endorsement each time the policy is altered.

You must also tell **Us** if at any time the **Sums Insured** shown in the **Schedule** are insufficient. Following a claim **We** can make a cash payment, carry out the necessary repairs, or replace the item.

Our agreement.

In return for **Your** premium **We** will insure **You** during the period of insurance, under the terms set out in this policy document, the **Schedule** and any endorsement **We** have issued.

Please keep **Your** policy in a safe place. **You** may need to read it if **You** need to make a claim or if **You** need help.

Telephone Recording

For **Our** joint protection telephone calls may be recorded and/or monitored.

Definitions

Certain words in **Your** policy are printed in **bold** type and these have been given a specific meaning as follows:

Aerials

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

Buildings

The **Premises** and its outbuildings, garages, greenhouses, terraces, patios, drives, footpaths, walls, fences, interior decoration, gates.

Flood

An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and / or the overflowing of water onto land that is dry arising as a direct consequence of heavy rain, **Storm** or tempest.

Premises

The insured property as stated in the **Schedule** and the fixtures and fittings.

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 and internal joinery, replacement and installation of shop fittings and external window replacement.

Schedule

The **Schedule** giving details of the policyholder, the **Premises** and the period of cover by **Us** under the policy.

Storm

Strong winds of 41 knots/47mph or more, accompanied by rain, hail or snow. Beaufort scale number 9.

Sum(s) Insured

This should represent the cost of reinstating the **Buildings** and is the maximum amount **We** will pay for each item insured under any **Section**.

Terrorism

Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government (whether legally appointed or acting as such) by force or violence.

In any action, suit or other proceedings where **We**

allege that by reason of this definition any damage or loss resulting from damage or loss of rent is not covered by this policy the burden of proving that such damage or loss of rent is covered shall be upon **You**.

Unoccupied

When the **Premises** are not permanently occupied by an authorised tenant for more than 30 consecutive days. Please refer to page 10 for the conditions **We** require when the **Premises** become **Unoccupied**.

We, Us, Our

Your policy is underwritten by AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, Nottinghamshire, NG1 6FG, Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial services register number: 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

You, Your

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

Buildings Insurance

We will cover **You** against damage to the **Premises** caused by an insured peril.

We will not cover **You** for the policy excess which is shown on page 6.

Insured Perils

- 1) Fire, explosion, lightning and earthquake.
EXCLUDING:
 - a) Any act of **Terrorism**.
- 2) Smoke.
EXCLUDING:
 - a) Any act of **Terrorism**.
- 3) Riot, civil commotion, strikes, labour or political disturbances.
EXCLUDING:
 - a) Loss or damage while the **Premises** are **Unoccupied**.
 - b) Any act of **Terrorism**.
- 4) Malicious acts or vandalism.
EXCLUDING:
 - a) Malicious damage caused by a person lawfully allowed on **Your Premises**.
 - b) Malicious damage caused when the **Premises** are **Unoccupied**.
 - c) Any act of **Terrorism**.
- 5) **Storm** or Flood.
EXCLUDING:
 - a) Loss or damage caused by frost.
 - b) Loss or damage caused only by a change in the water table.
 - c) Loss or damage to gates and fences.
- 6) Water or oil escaping from any fixed appliance or system.
EXCLUDING:
 - a) Loss or damage while the **Premises** are **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** are **Unoccupied**.

- 8) Theft or attempted theft.
EXCLUDING:
- a) Theft or attempted theft caused by a person lawfully allowed in **Your Premises**.
 - b) Theft or attempted theft while the **Premises** are **Unoccupied**.
 - c) Loss by deception theft or attempted theft unless the **Premises** show signs of forcible and violent entry into or exit from the **Buildings**.
- 9) The **Premises** being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lamp-posts 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.
 - c) Any act of **Terrorism**.
- 10) Subsidence or heave of the site the **Premises** stand on or landslip.
EXCLUDING:
- a) Loss or damage caused by 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 **Premises**.
 - 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, paths, drives, terraces or service tanks unless the **Premises** were damaged at the same time and by the same cause.
- 11) Accidental breakage of fixed glass, sanitary fixtures and ceramic hobs forming part of the **Buildings**.
EXCLUDING:
- a) Loss or damage while the **Premises** are

Unoccupied.

- b) Loss of or damage to accessories and fittings.
 - c) Loss of or damage to ceramic hobs in freestanding cookers.
 - d) Chipping, denting or scratching.
 - e) Loss or damage to shop fronts.
- 12) 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**, including trace and access involved in any such repair.

Policy Benefits

1) Loss of Rent.

We will pay up to 20% of the Buildings Sum Insured for loss of rent if the Premises become Unoccupied or partly Unoccupied and cannot be let due to one of the insured perils listed on page 3 and 4.

EXCLUDING:

- 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 peril 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 the **Premises** are fit to be let out.
- f) **We** will not pay for loss of rent for more than 12 months.

2) Index Linking.

The **Sum Insured** stated in the **Schedule for Buildings** will be adjusted monthly in line with the Rebuilding Cost inflation. If the variation is a reduction **We** will not reduce the **Sum Insured** unless **You** tell **Us** in writing to do so. At each renewal the premium will be calculated on the adjusted **Sum Insured**. Where **We** specify in this policy a monetary amount up to which **We** will

pay for a claim such specific monetary amounts are not Index-linked.

3) Professional Fees and Other Costs.

Following loss or damage due to an insured peril **We** will pay for, provided **Our** prior agreement has been obtained: architects, surveyors, legal and other fees, the cost of making the **Buildings** safe, removal of debris and clearing the site, the additional costs of rebuilding or repair arising from compliance with government or local authority requirements.

EXCLUDING:

- a) Any costs in preparing a claim under this policy.
 - b) Costs arising under a notice served by the government or local authority prior to the loss or damage.
- ### 4) Metered Water.

In addition to the Accidental Damage cover as listed on pages 3 and 4. This policy 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. The amount payable is limited to such excess water charges levied by the water authority and in no case exceeding £5,000 in respect of any one loss and £15,000 in the aggregate in any one period of insurance. **You** must record the reading of the meter at intervals of not more than 7 days.

5) 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 policy applicable to such loss, destruction or damage without prejudice to the rights and liabilities of **You** or **Us** under this policy up to the date of completion.

6) Legal Advice

Our legal consultants are able to deal with any area of UK law. They will give **You** clear and

practical advice to assist **You** in clarifying **Your** legal position and what future steps to take.

The consultants will advise **You** on any personal legal matter, so whether **You** need advice on dealing with a noisy neighbour, a lease or property, a motoring matter or a consumer problem, the service is there to help **You**.

The service is completely confidential and there is no limit on the number of times that it can be used. Indeed, complex problems may best be dealt with over a series of calls. In addition, a correspondence service is available at the legal consultants discretion, to help assist with more complex issues.

To use the service call 01455 254281.

Your immediate dependents can also use the service

Buildings Insurance - Settling Claims

- 1) If the **Buildings** are damaged **We** will pay the cost of replacing or repairing the damaged property as long as:
 - a) The **Buildings** were in good repair before the incident giving rise to the damage
 - b) The **Sum Insured** is at least the same as the cost of rebuilding the **Buildings**.
- 2) 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.

Legal liability

1) Any amount which **You** are legally liable to pay as compensation for accidental bodily injury to a person or loss of or damage to property, plus **Your** defence costs and expenses arising as owner of the **Premises**.
EXCLUDING:

- 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 property.
- c) Legal liability arising from **You** owning any land or **Building** other than the **Premises** indicated in the policy **Schedule**.
- d) Injury to **You** or **Your** family.
- e) Loss of or damage to property **You** own or have in **Your** possession.
- f) Any unlawful act.
- g) Bodily injury to or damage to property of any of **Your** employees or employers working on **Your** behalf or in connection with this insurance policy.
- h) Legal liability arising from the trade, business or profession of the tenant.

Policy Excesses

You must pay an amount towards each claim. The amount **You** pay is called the 'excess'.

Please refer to **Your Schedule** for the current excesses.

Legal Protection

Definitions for legal protection

Lawyer

The **Lawyer** or other suitably qualified person appointed to act for **You** under condition 2 under the section headed: **Conditions applying to legal protection only**.

Legal costs

All reasonable and necessary costs charged by the **Lawyer** up to the standard basis. Also the costs **Your** opponents have run up if **You** have to pay them, or pay them with **Our** agreement.

Territorial limit

England, Scotland, Wales and Northern Ireland.

Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the **Occurrence** is the date of the first of these events.

Cover

We will negotiate for the following:

- 1) **Your** legal rights to recover any rent **Your** tenant owes **You** for the **Buildings**.
- 2) **Your** legal rights to evict anyone, other than tenants who do not have **Your** permission to be in the **Building**.
- 3) To defend **Your** legal rights if an event arising from **You** letting the **Buildings** leads to **You** being prosecuted in a criminal court.

EXCLUDING:

- a) Any claim reported to **Us** more than 90 days after the date **You** should have known about the **Occurrence**.
- b) Any Legal costs that **You** pay or agree to pay before **We** have agreed to pay them.
- c) Any disagreement with **Your** tenant when the **Occurrence** is within the first 90 days of the first period of insurance and the tenancy agreement started before the commencement of this cover.
- d) Any claim relating to registering rent, reviewing rents, buying the freehold of the **Buildings** or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless **You** are defending an action brought against **You** by **Your** tenant.
- e) Any claim to do with someone legally taking the **Buildings** from **You** whether **You** are offered money or not, or restrictions or controls placed on the **Buildings** by any government or public or local authority.
- f) Any claim relating to any work done by any government or public or local authority.
- g) Applications for judicial reviews.
- h) Any fines, damages or other penalties, which **You** are ordered to pay by a court

or other **authority**.

- i) Any disagreement with **Us**.
- j) Any legal action **You** take which **We** or the **Lawyer** have not agreed to or where **You** do anything that hinders **Us** or the **Lawyer**.

Legal Protection - Settling claims

AmTrust Europe Legal Limited
11th Floor, Market Square House
St James' Street
Nottingham
NG1 6FG

Telephone: 0115 934 8829

Email: legalclaims@amtrusteu.co.uk

We will provide the cover in this section as long as:

- 1) The **Occurrence** happens during the period of insurance; and
- 2) Any legal proceedings will be dealt with by a court or other body which **We** agree to; and
- 3) In civil claims it is always more likely than not that **Your** claim or defence will succeed.

For all insured events **We** will help in making or defending an appeal.

The maximum **We** will pay for all claims resulting from one or more events arising at the same time or from the same cause is £50,000

Conditions applying to legal protection only

1. **You** must do the following:
 - a) Take reasonable steps to keep any amount **We** have to pay as low as possible.
 - b) Try to prevent anything happening that may cause a claim.
 - c) Send **Us** and the **Lawyer** everything that **We** ask for in writing.
 - d) Give **Us** full details in writing of any claim as soon as possible and give **Us** any information that **We** need.
2. a) **We** can take over and conduct in **Your** name any claim or legal proceedings at any stage before a **lawyer** is appointed.
 - b) **We** can negotiate any claim on **Your** behalf.
 - c) If **We** agree to start legal proceedings or if there is a conflict of interest **You** can choose a **Lawyer** by sending **Us** the **Lawyer's** name and address. **We** may choose not to accept the choice of **Lawyer**

but only in exceptional circumstances. If there is a disagreement over the choice of **Lawyer** another **Lawyer** can be appointed subject to conditions 7. and 8. of this section of **Your** policy.

- d) Before **You** choose a **Lawyer** **We** can appoint a **Lawyer**.
- e) **We** will appoint a **Lawyer** according to **Our** standard terms of appointment and the **Lawyer** must co-operate fully with **Us** at all times.
- f) **We** will have direct contact with the **Lawyer** at all times.
- g) **You** must co-operate fully with **Us** and with the **Lawyer** and must keep **Us** up to date with the progress of the claim.
- h) **You** must give the **Lawyer** any instructions that **We** ask for.
3. a) **You** must tell **Us** if anyone offers to settle any claim.
 - b) If **You** do not accept a reasonable offer to settle a claim **We** may refuse to pay further **Legal Costs**.
 - c) **You** must not negotiate or agree to settle a claim without **Our** consent and approval.
 - d) **We** may decide to pay **You** the amount of damages that **You** are claiming or is being claimed against **You** instead of starting or continuing proceedings.
4. a) If **We** ask **You** must instruct the **Lawyer** to have the bill for **Legal Costs** taxed, assessed or audited.
 - b) **You** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that are recovered.
5. If a **Lawyer** refuses to continue acting for **You** or if **You** dismiss a **Lawyer** the cover **We** provide will end at once unless **We** agree to appoint another **Lawyer**.
6. If **You** stop a claim without **Our** agreement or do not give suitable instructions to the **Lawyer** the cover **We** are providing will end at once.
7. If **We** cannot agree with **You** about the choice of **Lawyer** or about the handling of a claim, **You** and **We** can agree in writing to choose another **Lawyer** to decide the matter in dispute.

8. If **We** cannot agree with **You** about **Your** choice of the second **Lawyer**, **We** will ask the President of the Law Society to choose a **Lawyer**. Whoever loses the disagreement will have to pay the costs of settling it.
9. **We** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section of this policy did not exist.

Claims Procedure and Conditions

AmTrust Europe Claims Hotline

0115 934 9818

(9 a.m. - 5 p.m. Mon-Fri)

AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG.

When submitting a claim form **You** must give **Your** policy number. When **You** become aware of an event which is likely to result in a claim under this policy **You** must do the following:

- a. Give **Us** full written details of **Your** Claim as soon as possible, and always within 30 days.
- b. Tell the police immediately if damage has been caused by theft, attempted theft, malicious acts or vandals.
- c. Take all steps to reduce and prevent any further injury, loss or damage.
- d. Give **Us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
- e. Send to **Us** (unanswered) every letter, claim writ, summons or other legal document **You** received in relation to the claim.
- f. Supply, at **Your** own expense, all information and help **We** ask for.
- g. All claims for food loss must be supported by an original invoice covering repair of the freezer which the attending engineer must sign to confirm **Your** food loss and the amount **You** are claiming.

You must not do the following:

- a. Abandon any item to **Us**.
- b. Dispose of any damaged items before **We** have inspected them.
- c. Negotiate, admit or settle any claim or offer without **Our** written permission.

We may do the following:

- a. Enter any of the **Buildings** where damage has happened, keep the insured property and deal with the salvage accordingly.
- b. Prosecute (in **Your** name for **Our** own benefit), any other person in respect of any amount **We** have or must pay.
- c. Appoint a loss adjuster to deal with the claim.
- d. Arrange to repair the damage to the property.

General Conditions

1. **You** must keep to the terms and conditions of this policy. Failure to do so may invalidate **Your** claim.
2. **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 property insured;
 - b) The use of the property (including if the property becomes **Unoccupied** for any reason other than waiting for a tenant to move in); or
 - c) The property's structure;
 - d) The trade conducted in the **Premises**.**You** must tell **Us** if, at any time, the total cost of rebuilding the property is greater than the **Sum Insured**.
As soon as **You** are aware that **Your** **Premises** will be vacant for more than 14 days in a row **You** must immediately:
 - a) Turn off the water at the mains and drain the system.
 - b) Turn off any oil supply at the tank.
 - c) Turn off all gas at the mains.
 - d) Ensure the **Premises** are adequately secured.
3. **Maintenance and safety requirements.**
 - a) All gas and electrical appliances and installations must be inspected as required by the appropriate legislation.

Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **You** or a responsible person acting on **Your** behalf. **We** must be able to inspect these records upon request.

- b) All upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1st March 1993 must keep to the relevant fire resistance requirements.
 - c) **You** must give **Your** tenants all relevant instruction manuals.
4. What **We** ask of **You**.
- a) **You** must take all steps to prevent damage to property and bodily injury.
 - b) **You** must maintain the **Buildings** in a sound condition and good repair.
5. **Personal representatives.**
If **You** die, **Your** personal representatives will have the benefit of this insurance for the rest of the current period of insurance as long as:
- a) They tell **Us**, as soon as possible, about **Your** death; and
 - b) They keep to all terms and conditions of this policy.
6. **Cancellation.**
- a) If **You** pay an annual premium:
We may cancel the policy by writing to **You** at **Your** last known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel the policy by giving **Us** written instructions.
 - b) If **You** or **We** cancel the policy, 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.
 - c) If **You** pay a monthly premium:
We may cancel the policy by writing to **You** at **Your** last known address and confirming that all cover will end 7 days after the date of **Our** letter (if **We** are cancelling the policy because a premium has not been paid); or 14 days after the

date of **Our** letter (if **We** are cancelling the policy for any other reason).

- d) If **We** cancel the policy, and **You** have not made a claim during the current period of insurance, **We** will refund the premium for any remaining period of cover minus an administration fee.
7. **Fraudulent claims.**
If **You** make a fraudulent claim under this insurance contract:
- a. **We** are not liable to pay the claim; and
 - b. **We** may recover from **You**, any sums paid by **Us** to **You** in respect of the claim; and
 - c. **We** may by notice to **You**, treat the contract as having been terminated with effect from the time of the fraudulent act.
- If **We** exercise **Our** right under clause (7)(c) above:
- a. **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - b. **We** need not return any of the premiums paid.
8. **Governing law.**
Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English law. If there is any dispute as to which law, it shall be English law.
9. **Other insurance.**
If **You** have any other insurance policies which cover the same loss, damage or liability as this policy, **We** will pay only **Our** share of any claim.
10. **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 policy. **We** may do this before or after **We** pay **Your** claim.

11. Unoccupied Properties

If the **Premises** become **Unoccupied** during the period of insurance or are **Unoccupied** at the start of this insurance, the following will apply:

Cover under this policy will continue, subject to the specific exclusions shown against each insured peril on pages 3 and 4, whilst **You** are waiting for a tenant to move in or whilst the property is undergoing **Renovation**, for a maximum of 90 consecutive days starting from inception provided **You** comply with the following conditions:

- 1) **You** or **Your** agents must inspect the **Premises** at least every 14 days;
- 2) The gas and electricity supply must be turned off at the mains;
- 3) The water supply must be turned off at the mains and the system drained;
- 4) All outside doors must be securely locked;
- 5) All ground-floor and accessible upper-floor windows must be kept securely fastened and any broken windows boarded up; and
- 6) The **Buildings** and all yards and areas surrounding the **Buildings** must be kept free from fuel and waste materials.

You must keep a record of all inspections, **We** must be able to inspect **Your** records at any time. If **You** do not comply with these conditions **You** will not be covered by the policy. If at the end of 90 consecutive days a tenant has not moved in, then all cover under this policy will cease. The following events will not be covered at any time whilst the property is **Unoccupied**:

- 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) Accidental breakage of fixed, sanitary fixtures and ceramic hobs forming part of the property.

If the **Building** becomes vacant for any other reason then all cover shall cease from the date the tenant moved out.

General Exclusions

This policy does not cover:

1. **Existing damage.**
 - a) Any loss or damage occurring before the start of this policy.
 - b) Any loss or damage deliberately caused by **You** or anyone working on **Your** behalf.
2. **Use of the Buildings.**
 - a) Any loss or damage caused by any portable heaters such as an electric radiator.
 - b) Any costs for keeping to any requirements or regulations **You** knew of before the loss or damage occurred.
 - c) Any loss or damage to Public Houses with discotheques.
3. **Loss of value and consequential loss.**
 - a) Any loss of value of the **Buildings**, or any other property insured.
 - b) Any consequential loss (that is any loss which happens as a result of, or has any side effect financial or otherwise, as a result of any loss to the **Buildings** **You** have insured).
4. Any loss caused by wear and tear or any gradually operating cause.
5. Any loss or damage caused by domestic pets or by insects or vermin.
6. **Pairs and sets.**

The cost of replacing or altering any undamaged part or item forming part of a set.
7. **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 policy.
 - d) Plants, trees and shrubs.
 - e) Public Houses with discotheques.

8. **Radioactive contamination.**

Loss of or damage or legal liability directly or indirectly caused by:

- a) Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;
 - b) The radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
9. Property being confiscated or detained by any government or public or local authority.
10. **Sonic bangs.**

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

11. **War risks.**

Loss of or damage caused by war, invasion, revolution, **Terrorism** or any similar event. Notwithstanding anything contained herein to the contrary **We** will exclude;

- 1) Shop fronts in the **building** and the glass therein.
- 2) Any claim for liability arising from the trade or profession or business of the tenant.

12. **Fireworks.**

Loss or damage to **Your Premises** as a direct result of the storage of fireworks if **You** have not stored them in conjunction with and in accordance to the Explosives Regulation 2014 & Fireworks Regulations 2004.

Complaints Procedure

IF YOUR COMPLAINT IS ABOUT THE WAY A POLICY WAS SOLD TO YOU

If at any time **You** have any query or complaint regarding the way the policy was sold, **You** should refer to the insurance intermediary who sold the policy to **You**.

This complaints procedure does not affect any legal right **You** have to take action against **Us**. **You** can check the above details on the Financial Services Register by visiting the FCA website: www.fca.org.uk.

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 0207 741 4100.

IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF YOUR POLICY OR CLAIM

AmTrust Europe Limited aim to give **You** a high level of service at all times. However if **You** have a complaint about **Your** policy or claim please contact:

Complaints Department
AmTrust Europe Limited,
Market Square House
St James's Street
Nottingham
NG1 6FG

Telephone: +44 (0) 115 934 9852

E-mail: complaints@amtrusteu.co.uk

We will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within 4 weeks. If it will take **Us** longer than 4 weeks **We** will tell **You** when **You** can expect an answer.

Alternatively, at any stage, **You** may have the

right to contact the Financial Ombudsman service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at:

www.financial-ombudsman.org.uk

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Limited, **You** have consented to the use of **Your** data as described below.

Data Protection Policy

We are committed to protecting **Your** privacy including sensitive personal information; please read this **Section** carefully as acceptance of this insurance policy will be regarded as having read and accepted these terms and conditions.

Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

How we use and protect your information and who we share it with

We will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties.

We may use and share **Your** information with other members of the AmTrust group companies (The Group). **We** will provide an adequate level of protection to **Your** data.

- **We** do not disclose **Your** information to anyone outside The Group except:
- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **us** or **You**
- Where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information.

You have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

Marketing

AmTrust Europe will not use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance policy only.

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Policy Version Date: August 2016



Underwritten by AmTrust Europe Limited

