

Short Term Unoccupied

Policy Wording – Axis

Index

Introduction		3-4
Policy Definitions		5-7
Important: Information About Your Policy		8-10
Important: Information You Have Given Us		11-12
General Conditions applicable to whole of this insurance		13
Claims Conditions applicable to the whole of this insurance		14
Claims Conditions that apply to Section One – Buildings Only		15
Claims Conditions that apply to Section Two – Contents Only		16
How to make a Claim		17
What to do if you have a Complaint – Enquiries and Complaints Procedure		18-19
General Exclusions applicable to the whole of this insurance		20-22
Section One – Buildings		23-24
Section One – Buildings - Additional Cover		25
Section Two - Contents		26
Section Three – Property Owners Liability		27-28
Section Three – Property Owners Liability Additional Cover		29

Introduction

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening at the **premises** during the **period of insurance** shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being insured.

All Sections are underwritten by

AXIS Managing Agency Ltd. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0231418 by AXIS Managing Agency Limited.

This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.
- **you** review the document periodically to ensure that the cover remains adequate and notify **your broker** without delay if any updates are required.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your broker** as soon as reasonably practicable if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

Introduction (continued)

You should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or damage.

TO MAKE A CLAIM, PLEASE CALL: 01732 520288
For full information relating to 'How to make a Claim', please see page 13 of this document.

Policy Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below.

Commercial Express Quotes Limited

The company who have been authorised by Axis Managing Agency Ltd to transact insurance business on their behalf. **Commercial Express Quotes Limited** are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is **311067**. Registered Office: **B1 Custom House, The Waterfront, Level Street, Brierley Hill, West Midlands, DY5 1XH**.

Bodily Injury

Damage to persons caused by accident or disease

Buildings

The main structure of the **property** and;

- fixtures and fittings attached to the **property** including permanently fitted flooring
- domestic outbuildings and private garages
- permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**

you own or for which **you** are legally liable within the **premises** named in the **schedule**.

Buildings do NOT include:

- carpets

Computer virus

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”.

Contents

Household goods within the **property**, which **you** own or which **you** are legally liable for.

Contents includes:

- items in outbuildings, garages or sheds, but within the **premises** up to GBP500 in total
- domestic oil in fixed fuel oil tanks up to GBP500 which **you** have paid for
- carpets, but not permanently fitted flooring

Contents does NOT include:

- motor vehicles caravans, trailers or watercraft or their accessories
- televisions, satellite decoders, radios, audio equipment and home computers
- money, certificates or documents
- clothing, personal effects, pedal cycles
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.
- any **high risk items**

Policy Definitions (continued)

Electronic data	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.
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount payable by you as shown in the schedule in the event of a claim
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
High Risk Items	Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches.
Landslip	Downward movement of sloping ground.
Property	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The address which is named in the schedule .
Renovation	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, rewiring, installation/repair of central heating and external window replacement.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the excess , the period of insurance and the sections of this insurance which apply.
Settlement	Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
Standard	Built of brick, stone metal or concrete and roofed with slates, tiles, metal , concrete or flat roofed with asphalt, bitumen or concrete, unless Construction otherwise agreed by endorsement .
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
Unoccupied	The property is unoccupied when it is not being lived in.
We / us / our	Axis Managing Agency Ltd.
You / your / insured	The person or persons named in the schedule .

Policy Definitions (continued)

Your broker The insurance broker/agent who placed this insurance on **your** behalf.

Important: Information About Your Policy

Cooling Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **you** receive full policy documentation.

If **you** are able to and do cancel within such 14 day period, provided **you** have not made a claim, **Commercial Express Quotes Limited** will refund a proportion of any premiums paid subject to an administrative charge.

Cancellation Conditions

We or **Commercial Express Quotes Limited** can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim.

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address;
- Where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker**.
- A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
- Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- **You** have deliberately misrepresented any information given to **us**.
- **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
- If **you** have acted fraudulently in any way.
- **You** have deliberately or falsely overstated information given to **us**.

You can also cancel this insurance contract at any time by writing to **your broker** with no premium refunded.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **your broker** of any changes to the answers **you** have given as soon as possible.

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

In particular, **you** must tell **your broker**:

- if **you** change **your** address;
- if **you**, or any person named in the **schedule**, change occupation;
- if **you**, **your** family or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- if the **property** is to be sold or let;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your contents** that will increase the reinstatement costs

Important: Information About Your Policy (continued)

Please also ensure that **you** review Page 12 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

Sums Insured

You must ensure the sums insured provided are correct.

The **buildings** sum insured must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **contents** sum insured must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

Non-payment of premiums

We may cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

Policy Excesses

You must pay an amount towards each claim. The amount **You** pay is called the 'excess'. The following excesses apply to each and every claim unless otherwise stated on **Your Schedule**

	Unoccupied Property
Subsidence, landslip or heave	£1000
Buildings	£500
Contents	£500
Property Owner's Liability	£500

Renewal

We are not bound to offer renewal of this policy.

Financial Services Compensation Scheme (FSCS)

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.

Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme , PO Box 300, Mitcheldean, GL17 1DY.

Tel: **0800 678 1100** or **02077414100**

Website: www.fscs.org.uk

Important: Information About Your Policy (continued)

Law and Language Applicable to Contract

This insurance will be governed by English Law, **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

Fraudulent claims

- 1) If **you**, or any one acting for **you**, make a fraudulent claim under this insurance contract, **we**:
 - (a) Are not liable to pay the claim; and
 - (b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If **we** exercise **our** rights under clause 1) 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.

Several Liability Notice

The subscribing insurers' 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 insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Important: Information You Have Given Us

The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- (3) If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **Period of Insurance**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as possible.

Your Personal Information Notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

Important: Information You Have Given Us (continued)

In certain circumstances, we may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide you with **Our** contact details at:

Commercial Express Quotes Limited
B1 Custom House
The Waterfront
Level Street
Brierley Hill
DY5 1XH
Telephone Number: 0800 978 8007

General Conditions applicable to the whole of this insurance

Failure to comply fully with any of the general conditions listed below will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, damage or injury.

1. **You** or **your** representatives must visit the **premises** for internal and external inspection purposes at least once every 14 days and a record of all such inspections to be kept and any defects revealed by such inspections remedied as soon as reasonably practicable.
2. If unauthorised entry or attempt is detected at the **property you** must as soon as reasonably practicable inform **your broker**.
3. The **property** must be maintained in a good condition, good state of repair and be structurally sound.
4. All gas, water and electricity mains supplies must be kept disconnected and water systems drained (except those supplies required to maintain 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 providing the heating system is connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4 degrees Celsius
5. All loose or moveable combustible items or materials other than **contents** and fixtures and fittings must be removed from the **property** and cleared from the **premises**
6. All waste or refuse must be removed from the **property** and cleared at least once a week from the **premises**
7. **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation.
8. Tanks containing fuel or other flammable liquids must be drained and purged within 14 days of the **property** becoming **unoccupied** (not applicable if **property** is in Northern Ireland)
9. **You** must as soon as reasonably practicable inform **your broker** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
10. **You** must tell **your broker** before **you** start any work to the **Buildings** outside of **Renovations** or if there are any changes from those already disclosed to **us**.
11. Should the **property** be undergoing structural works or has a commercial element then it is a condition of this policy that all doors and windows be sealed against illegal entry with shutters or are boarded up.
12. **You** must as soon as reasonably practicable inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

When **your broker** receives notice of the above, **we** or **Commercial Express Quotes Limited** may either change the terms and conditions or issue notice of cancellation of this insurance.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the **premises**. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information Website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Claims Conditions applicable to the whole of this insurance

Your duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** claims management team on **Telephone: 01732 520288**, as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, break in or any malicious act, then the incident must be reported to the police by **you** within 24 hours of discovery of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of malicious acts then this must be notified to **us** within 7 days of the incident.
2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
6. It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
7. **You** must take care to limit any loss, damage or injury.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply.

Claims Conditions that apply to Section One - Buildings only

Settling claims - How we deal with your claim

If **you** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form
- the damage has been repaired or the loss has been reinstated.

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

Your sum insured

We will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects', surveyors', consulting engineers' and legal fees.

Claims Conditions that apply to Section Two - Contents only

Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under section two.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

We will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example if the premium **you** have paid for **your contents** insurance is equal to 75% of what the premium would have been if **your contents** sum insured was enough to replace the entire **contents** as new, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum insured is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

How to Make a Claim

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

Underwriters Claims Representatives:

Telephone: **01732 520288**

The claims helpline is open 24 hours a day, 365 days a year.

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this **insurance**.

Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any **excess** beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.

What to do if you have a Complaint - Complaints Procedure

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact the Insurance advisor who arranged this **Policy** for **You**.

If **Your** complaint relates to any other matter including claims, **You** should contact:

The Complaints Manager
Commercial Express
B1 Custom House
The Waterfront
Level Street
Brierley Hill
DY5 1XH
Phone 0800 978 8007
Email complaints@commercialexpress.co.uk

Alternatively, **You** can refer **Your** complaint to the Complaints team at Lloyd's at any time:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from www.lloyds.com/complaints. **You** can also ask Lloyd's for a copy of this leaflet using the contact details shown above.

If **You** are dissatisfied with the outcome of **Your** complaint, **You** may have the right to refer **Your** complaint to an alternative dispute resolution body.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk

What to do if you have a Complaint - Complaints Procedure (continued)

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

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

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

Fax +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

If **You** purchased this insurance online **You** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

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

General Exclusions applicable to the whole of this insurance

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or damage to any property or any resulting loss or expense whatsoever arising therefrom.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

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

c) Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or **your** representatives

d) Terrorism Exclusion

Despite any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense or any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

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

General Exclusions applicable to the whole of this insurance (continued)

e) Contamination and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, 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.

This general exclusion does not apply if such loss or damage arises out of one or more of the following perils – fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, , **subsidence, heave or landslip**.

f) Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, 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 threat to human health.

This general exclusion applies regardless whether there is:

- Any physical loss or damage to the **property**
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

g) Diminution in Value Exclusion

We will not pay for any reduction in value of the **property** following repair or replacement paid for under this insurance.

h) Contractors Exclusion

We will not pay for any loss, damage or liability arising from the activities of contractors. For the purpose of this general exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

i) Electronic Data Exclusion

We will not pay for:

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.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the **period of insurance** to the **property**.

Should **Electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, 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 or any costs of recreating, gathering or assembling such **Electronic data**. If the media is not repaired, replaced or restored

General Exclusions applicable to the whole of this insurance (continued)

the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **Electronic data** to the **Insured** or any other party, even if such **Electronic data** cannot be recreated, gathered or assembled.

j) Faulty Workmanship Exclusion

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials.

k) Wear and Tear Exclusion

We will not pay for:

Any loss or damage caused by wear and tear or any other gradual operating cause.

l) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

Any loss or damage caused by domestic pets, insects or vermin.

m) Sanction Limitation and Exclusion

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

n) Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you to claim, unless expressly stated in this insurance.**

Section One – Buildings

The following perils are applicable

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by the following insured perils;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 8 of section one c) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences d) for loss or damaged to buildings caused by frost e) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the excess shown in the schedule
5. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the excess shown in the schedule
6. Falling trees, telegraph poles or lamp-posts	a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises c) for loss or damage to gates and fences

Section One – Buildings (continued)

<p>7. Subsidence or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths and fences unless the premises is also affected at the same time by the same event c) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event d) for loss or damage arising from faulty design, specification, workmanship or materials e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law f) for loss or damage caused by coastal or river erosion g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions h) for loss or damage caused by new structures bedding down, settling, expanding or shrinking
---	---

Section One – Buildings - Additional Cover

The following cover is applicable this Section

This section of the policy also covers;	We will not pay;
<p>A) Expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) the excess shown in the schedule</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>B) Anyone buying the property who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>a) the excess shown in the schedule</p> <p>b) but not if the buildings are insured under any other insurance</p>
<p>C) Loss or damage to the property caused by the emergency services attending the premises</p>	<p>a) the excess shown in the schedule</p> <p>b) more than GBP1,000 in any period of insurance</p>
<p>D) Unauthorised use of electricity, gas or water Expenses you have to pay which we have agreed in writing for metered electricity gas or water for which you are responsible arising out of its unauthorised use by persons taking possession of or occupying the property without your authority provided that you take all practicable steps to terminate such unauthorised use as soon as it is discovered</p>	<p>a) any amount over £5,000</p>
<p>E) Metered Water Expenses you have to pay which we have agreed in writing for accidental escape of metered water from water tanks, apparatus and pipes as a result of damage caused by an insured peril but only when such a loss can be determined by measurement from the water authority for which you are responsible</p>	<p>a) any amount over £2,500 in respect of any one claim and any amount over £5,000 in any one period of insurance</p>

Section Two – Contents

The following perils are applicable

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) property in the open c) for loss or damage to contents caused by frost d) for loss or damage caused by rising groundwater or a change in the water table level
4. Collision by any vehicle or animal	a) the excess shown in the schedule
5. Subsidence or heave of the site upon which the buildings stand or landslip	a) the excess shown in the schedule b) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event. c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage caused by any new structures bedding down, settling, expanding or shrinking e) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions f) for loss or damage by coastal or river erosion
6. Falling trees, telegraph poles or lamp-posts	a) the excess shown in the schedule b) for loss or damage caused by trees being cut down or cut back within the premises

Section Three – Property Owner’s Liability

We will cover **you** for **your** legal liability as the **property** owner for any amounts **you** become legally liable to pay as damages for both **bodily injury** or damage to property caused by an accident happening at the **premises** shown in the **schedule**, during the **period of insurance**.

We will not pay in respect of other liability covered under section three more than **GBP2,000,000** in all, unless otherwise stated in the **schedule**, for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What is covered	What is not covered
We will compensate you ;	We will not compensate you for any liability;
1) as owner for any amounts you become legally liable to pay as damages for bodily injury or death; 2) for damage to property caused by an accident happening at the premises during the period of insurance	a) the excess shown in the policy schedule b) for bodily injury to <ul style="list-style-type: none"> • you • any person who at the time of sustaining such injury is engaged in your service c) for bodily injury arising directly or indirectly from any communicable disease or condition d) arising from any criminal or violent act to another person e) for damage to property owned by or in the charge or control of; <ul style="list-style-type: none"> • you • any other person lawfully on the premises • any person engaged in your service f) arising directly or indirectly from any profession, occupation, business or employment apart from arising out of property ownership g) which you have assumed under contract and which would not otherwise have attached (Exclusions continued over the page)

Section Three – Property Owner’s Liability (continued)

	<p>h) arising from your ownership, possession or use of:</p> <ul style="list-style-type: none"> • any motorised or horse drawn vehicle • any power-operated lift • any aircraft or watercraft other than manually operated rowing boats, punts or canoes • any animal <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident <p>j) arising from your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to compensation under any other insurance, until such insurance(s) is exhausted</p> <p>l) the award of any court outside the United Kingdom, the Channel islands or the Isle of Man</p>
--	--

Section Three – Property Owners Liability - Additional Cover

The following cover is applicable to this policy

This section of the policy also covers;	We will not pay;
<p>A) Additional Insured Person in the event of the death 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 We will compensate You under the terms of this Section any of your directors or employee in respect of liability arising out of the ownership of the Premises described in the Schedule</p> <p>We shall retain the sole conduct and control of all claims.</p>	<p>a) each such additional person unless as though they were you observe, fulfil and be subject to the terms of this policy insofar as they can apply</p>
<p>B) Cross Liabilities 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 policy had been issued to each.</p>	<p>a) any amount 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.</p>
<p>C) Defective Premises Act Subject to the terms of the policy We will compensate 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</p>	<p>a) damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect therein</p> <p>b) if You are entitled to indemnity under any other insurance.</p>

Commercial Express Quotes Limited. Registered in England and Wales No:03862468. Registered Office:B1 Custom House, The Waterfront, Level Street, Brierley Hill, West Midlands, DY5 1XH. Commercial Express Quotes Limited are authorised and regulated by the Financial Conduct Authority (FCA No.311067).

AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).