



## Choice Insurance Agency Commercial Unoccupied Property Insurance

### POLICY SUMMARY

The following summary does not contain the full terms and conditions of the contract which can be found in the policy wording, a copy of which is available on request. The summary does not form part of your contract of insurance.

### INSURER

This insurance is underwritten by ERGO Versicherung AG, UK Branch. ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 3rd Floor, 30 Fenchurch Street, London, EC3M 3AJ.

### YOUR BROKER

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

### CHOICE INSURANCE AGENCY

The company who have been authorised by ERGO Versicherung AG, UK Branch to transact insurance business on their behalf. Choice Insurance Agency are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 300183. Registered in England and Wales under company number: 04420555. Registered Office: Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE.

### ABOUT YOUR POLICY

This Insurance provides Commercial Unoccupied Property Insurance cover for commercial buildings. This insurance only relates to those sections of the insurance which you requested and we have agreed to insure.

### PERIOD OF INSURANCE

The period covered by this insurance is normally for 12 months (unless otherwise stated on the schedule). Renewal will be subject to the terms and conditions that are applied at the time of renewal.

### COOLING OFF PERIOD

If you decide that you do not wish to proceed then you can cancel this insurance by writing to your broker within 14 days of either the date you receive your policy documentation or the start of the period of insurance, whichever is the latter.

### CANCELLATION CONDITIONS

We 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.

You can also cancel this insurance contract at any time by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

### MAKING A CLAIM

If you need to make a claim, you should notify ERGO Versicherung AG, UK Branch per Davies Managed Systems Limited by telephone, on: **0344 856 2088**. The claims helpline is open 24 hours a day, 365 days a year.

### DATA PRIVACY NOTICE

Choice Insurance Agency is the trading name of Choice Insurance Agency Ltd. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our <http://www.choiceinsuranceagency.co.uk/privacy-policy>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## COMPLAINTS PROCEDURE

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

## POLICY ADMINISTRATION ISSUES

If you have any questions, concerns or wish to make a complaint about the administration of your policy or documentation you should contact your broker/Choice Insurance Agency. Their contact details are;

Choice Insurance Agency  
Suite 3, 4a Southchurch Road  
Southend-on-Sea  
Essex, SS1 2NE  
Telephone: 01702 411200  
Email: [complaints@choiceinsuranceagency.com](mailto:complaints@choiceinsuranceagency.com)

## CLAIMS ADMINISTRATION ISSUES

If you wish to make a complaint about a claim, you should refer the matter to Davies Managed Systems Limited ("DMS"). Their contact details are;

Customer Relations, Davies Managed Systems,  
PO Box 2801  
Stoke on Trent  
ST4 9DN  
Telephone: 0344 856 2088.

Alternatively you can ask your broker to refer the matter on for you. Please quote your policy number and/or claim reference in all correspondence.

### What happens next?

If your broker or DMS is not able to resolve your complaint satisfactorily by close of business the 3rd working day following receipt of your complaint, they will refer your complaint to the Head of Compliance at ERGO Versicherung AG, UK Branch, who will send you an acknowledgement letter. If you do not receive any acknowledgement letter, or at any time if you wish to do so, you may contact the Head of Compliance yourself by writing to:

The Head of Compliance,  
ERGO Versicherung AG, UK Branch,  
Munich Re Group Offices, Plantation Place  
30 Fenchurch Street,  
London, EC3M 3AJ.  
Telephone: 0203 003 7444 or via Email: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

In the event of contacting ERGO Versicherung AG, UK Branch you are still dissatisfied then you may refer your case to:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR,  
Telephone: 0800 023 456

## COMPENSATION SCHEME

ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligation to you; this depends on the type of insurance and circumstances of the claim. Telephone: **0800 678 1100**. E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## LAW APPLICABLE TO THE INSURANCE

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

**COVER AVAILABLE** – The different sections of cover available are Buildings – Section One, Landlords Contents – Section Two and Property Owners Liability – Section Three. These sections are applicable only if the schedule shows that they are included, please refer to your schedule for details.

**LEVELS OF COVER AVAILABLE**

We provide two different types of cover for unoccupied commercial properties which is split into FLEEA & Full Perils:

**BUILDINGS – SECTION ONE & LANDLORDS CONTENTS – SECTION TWO**

COVER AVAILABLE	FLEEA	FULL PERILS
Fire and resultant smoke damage, lightning, explosion, earthquake	✓	✓
Aircraft other flying devices or items dropped from them	✓	✓
Storm or flood	x	✓
Escape of water from fixed water tanks, apparatus or pipes	x	✓
Escape of oil from a fixed oil-fired heating installation	x	✓
Theft or attempted theft	x	✓
Collision by any vehicle	x	✓
Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism	x	✓
Subsidence, heave and landslip	x	✓
Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	x	✓ (Not applicable under Contents)
Falling trees, telegraph poles or lamp-posts	x	✓

APPLICABLE TO FULL PERILS COVER ONLY - BUILDINGS - SECTION ONE & LANDLORDS CONTENTS - SECTION 2	SIGNIFICANT AND UNUSUAL LIMITATIONS OR EXCLUSIONS
Storm or flood	<ul style="list-style-type: none"> <li>- For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences</li> <li>- For loss or damage caused by frost</li> <li>- For loss or damage caused by rising groundwater or a change in the water table</li> </ul> <p><b>LANDLORDS CONTENTS ONLY</b></p> <ul style="list-style-type: none"> <li>- For loss or damage to property in the open</li> </ul>
Escape of water from and frost damage to fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> <li>- Loss or damage caused by escape of water unless the water is turned off at the mains</li> <li>- Loss or damage caused by wet or dry rot</li> </ul> <p><b>BUILDINGS ONLY</b></p> <ul style="list-style-type: none"> <li>- For loss or damage to fixed fuel-oil tanks</li> </ul>

Theft or Attempted theft	<ul style="list-style-type: none"> <li>- Loss or damage unless involving forcible and violent entry to or exit from the property or by deception</li> <li>- For loss or damage caused by any person lawfully on the premises</li> </ul> <p><b>LANDLORDS CONTENTS ONLY</b></p> <ul style="list-style-type: none"> <li>- For loss or damage to money, certificates, documents or valuables for any high risk items</li> </ul>
Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism	<ul style="list-style-type: none"> <li>- Loss or damage unless involving forcible and violent entry to or exit from the property or by deception</li> <li>- For loss or damage caused by any person lawfully on the premises</li> </ul>
Subsidence, heave and landslip	<ul style="list-style-type: none"> <li>- For loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</li> <li>- Loss or damage caused by coastal or riverbank erosion</li> </ul>

ADDITIONAL FEATURES & BENEFITS - BUILDINGS - SECTION ONE	SIGNIFICANT AND UNUSUAL LIMITATIONS OR EXCLUSIONS	
Professional fees, the cost of removing debris and making safe the building	- Up to 15% of the building sum insured	
Anyone buying the property will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	- But not if the buildings are insured under any other insurance	
Cost of restoring landscaped areas following damage caused by Emergency Services attending the premises	<ul style="list-style-type: none"> <li>- Up to £5,000 in total</li> <li>- the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established</li> </ul>	
POLICY EXCESSES APPLICABLE BUILDINGS – SECTION ONE & CONTENTS – SECTION TWO (unless otherwise stated on the schedule)	FLEEA	FULL PERILS
All Perils Excess (other than Subsidence, Heave & Landslip)	£500	£500
Subsidence, Heave & Landslip Excess	Not Covered	£1,000

PROPERTY OWNERS LIABILITY – SECTION THREE
Your legal liability as owner up to £2,000,000 unless stated otherwise in the schedule for any amounts you become legally liable to pay as damage for bodily injury or damage to property caused by an accident happening at the property, during the period of insurance.

## SIGNIFICANT AND UNUSUAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

- You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.
- You must comply with all the terms and conditions of this policy. You must also take care to limit any loss, damage or injury.
- You must ensure that the property is adequately protected and secure at all times, with all protections maintained in good working order and that they are in full and effective operation.
- You or your appointed representative must inspect the premises, internally and externally at least every 14 days, with a recorded log of all such inspections to be kept including any defects that are revealed by such inspections, along with remedies taken to repair or protect the property, which must be done immediately.
- You must immediately inform us of any change to the occupancy of the property from that last disclosed to us and if the property becomes illegally occupied.
- Cover in respect of Escape of Water from fixed water tanks, apparatus or pipes irrespective of the initial or proximate cause shall only apply provided that the water be turned off at the mains.
- All exposed pipes and tanks, including those within the loft space and roof void, must be suitably lagged to prevent freezing.
- The property and the area up to the boundary of the premises are to be kept free from fuel, waste or any loose combustible material.
- All letter boxes and other similar openings to be sealed.
- You must inform us before you start any refurbishments, conversions, extensions or other structural works to the buildings or if there are any changes from those already disclosed to us.
- You must inform us of any changes to planning permission or consent applicable in relation to the property, which has not been declared to us at inception of the policy.
- You must immediately inform us if the property is to be demolished or if the property becomes subject to compulsory purchase order.

**IMPORTANT NOTE: If we receive any such notice we have the option to change the terms and conditions of this insurance**

## GENERAL AND UNUSUAL LIMITATIONS OR EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

- Additional accidental damage cover is not available.
- Loss, damage or liability arising out of the activities of contractors. For the purpose of this 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.
- Loss, damage or liability arising from faulty design, specification, workmanship or materials.
- Loss, damage or liability caused by wear and tear or any other gradual operating cause.
- Loss, damage or liability occurring before cover starts or arising from an event before cover starts.
- Loss, damage or liability caused deliberately by you or any person lawfully on the premises.
- Loss, damage or liability due to consequential loss of any kind or description.
- Any reduction in value of the property insured following repair or replacement paid for under this insurance.
- Terrorism, War, Nuclear, Biological and Chemical Contamination, Radioactive Contamination and Nuclear Assemblies, Contamination and Pollution, Micro-organism Exclusion & Electronic Data.
- 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.

**This policy summary does not contain the full terms and conditions of the contract; these can be found in the policy wording. This policy summary is a guide to demonstrate the cover that can be available.**