CHOICE INSURANCE

COMMERCIAL UNOCCUPIED PROPERTY WORDING

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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 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.

This insurance is underwritten by Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at https://www.fsc.gi/.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk.

Details about the extent of its regulation by the Financial Conduct Authority are available on request

UK General Insurance Limited acts as Managing General Agent on behalf of Watford Insurance Company Europe Limited. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register https://register.fca.org.uk/.

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

Please contact **your broker** immediately 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.

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: 0344 856 2061

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.

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
- outbuildings and garages
- permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths, fences and fixed fuel tanks

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

Buildings do NOT include:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**
- carpets

Choice Insurance Agency The company who have been authorised by Watford Insurance Company Europe Limited 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 Office: Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE

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”.

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.

Landlords’ Contents Fixtures and fittings (not forming a permanent part of the **buildings** structure), furniture, furnishings, utensils and appliances within the property, which **you** own or which **you** are legally liable for.

Landslip Downward movement of sloping ground.

Property The **buildings** of **standard construction**, the garages and outbuildings 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**.
Refurbishment	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, 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 Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete, unless 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 used for purposes of business and/or untenanted and/or empty, void, vacant or disused.
We / us / our	Watford Insurance Company Europe Limited
You / your / insured	The person or persons named in the **schedule.**
Your broker	The insurance broker/agent who placed this insurance on **your** behalf.

Important: Information About Your Policy

Your Cancellation Rights

During the first **period of insurance**, **you** have the right to cancel this policy within 14 days of:

i) receipt of the policy wording and schedule, or
ii) the purchase date of this policy;

whichever is the later, by writing to **your broker** to confirm cancellation.

Cancellation will take effect from the date that **your broker** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim.

You may cancel this policy at any other time by writing to **your broker** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made or there has been a incident that may give rise to a claim, **you** will not be entitled to any refund.

Our Cancellation Rights

The cover provided by this insurance shall automatically cease from the date that:

i) a liquidator, administrator or insolvency practitioner is appointed to administer the **property**

ii) **your** interest ceases in the **property** unless **we** agree otherwise in writing.

In addition to i) and ii) above and any right to cancel this insurance under more specific conditions included within this policy wording, **we** can cancel this insurance contract by giving **you** 14 days' notice in writing. This cancellation notice will either be sent to **your** last known address or **your broker**. Reasons for cancellation may include but are not limited to:

i) a change to the risk which makes it one **we** would not normally accept

ii) **you** failing to co-operate with or provide information to **us** which effects our ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made or there has been a incident that may give rise to a claim, **you** will not be entitled to any refund.

Renewal

We are not bound to offer renewal of this policy.

Non-payment of premiums

We reserve the right to 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.

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** and **020 7741 4100** E-mail: enquiries@fscs.org.uk Website: www.fscs.org.uk

Law and Language Applicable to Contract

This insurance will be governed by English Law, **you** and **we** agree to submit to the non 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.

Important: Information You Have Given Us

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

Fair Presentation of Risk

You have a duty to make a fair presentation of all material and relevant facts to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

You must take care when answering any questions **we** have asked by ensuring that any information provided is accurate and complete. This duty applies at the start of **your** policy, at any time a variation occurs during the policy period and prior to the renewal of **your** policy.

We may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

i) deliberate or reckless; or

ii) of such other nature that, if **you** had made a fair presentation, **we** would not have issued the policy.

We will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.

If **we** would have issued the policy on different terms had **you** made a fair presentation, **we** will not avoid the policy (except where the failure is deliberate or reckless) but **we** may instead:

i) reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or

ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

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.

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;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your landlords' contents** that will increase the reinstatement costs

Please also ensure that **you** review page 11 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

Alteration in Risk

Upon being notified of any such alteration in risk by **your broker** as mentioned under Changes in Circumstances or as set out by the General Conditions on page 11, **we** may, at **our** discretion;

i) continue to provide cover under each applicable section of the policy on the same terms

ii) restrict the cover provided under each applicable or differing sections of the policy

iii) impose additional terms

iv) alter the premium

v) cancel each applicable or differing sections of the policy and/or the policy in its entirety

If **you** fail to notify **your broker** of any such alteration, **we** may:

i) treat the applicable section and the policy as if it had come to an end as at the date of alteration of the risk, returning a proportionate amount of the premium for the unexpired period of insurance, if **we** would have cancelled this section and the policy had **we** known of the alteration

ii) treat the applicable section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **we** would have applied had **we** known of the alteration.

Insurer's Data Privacy Notice

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.watfordre.com/privacy-policy/

UK General Insurance Limited act as a Managing General Agent of Watford Insurance Company Europe Limited, data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575.**

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about **you** and we process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for us to administer **your** insurance policy and meet our contractual requirements under the policy. **You** do not have to provide us with **your** personal data, but we may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through an agent, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to us so that we can administer **your** insurance policy and fulfil our contract of insurance.

We collect this data as we are required to use this information as part of **your** insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice
You can get more information about this by viewing our full Privacy Notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to us at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG

Your insurance brokers or other intermediaries may have their own reasons for processing **your** personal data. Please contact them directly should **you** require further information about their uses of **your** data.

Choice Insurance Agency's Data Privacy Notice

Throughout this section only, where the following words appear in capitals, they will have the meanings shown below:

We/Us/Our

Choice Insurance Agency

Choice Insurance Agency is the trading name of Choice Insurance Agency Ltd. **We** are a 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.

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 **your** policy void. The following conditions are all conditions precedent to liability. Failure to comply fully with any of these conditions, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage. In addition **we** may, at **our** discretion, continue to provide cover on the same terms, restrict the cover provided, impose additional terms, alter the premium or cancel the applicable section of the policy or cancel the whole policy in its entirety.

1. **You** must comply with all the terms and conditions of this policy. **You** must also take all responsible steps to prevent loss, damage or accidents and keep the **property** in a good state of repair. **You** must also take care to limit any loss, damage or injury.
2. **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.
3. **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.
4. **You** must immediately 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.
5. **You** must ensure that the water be turned off at the mains. 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.
6. **You** must ensure that all exposed pipes and tanks, including those within the loft space and roof void, must be suitably lagged to prevent freezing.
7. 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.
8. All letter boxes and other similar openings to be sealed.
9. **You** must inform **your broker** 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.**
10. **You** must inform **your broker** 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.
11. **You** must immediately inform **your broker** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

When **we** receive notice of the above **we** have the option to 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.

How to Make a Claim

In the event of a claim or potential claim under this policy, please contact our claims team:

Watford Insurance Company Europe Limited per Davies Managed Systems Limited, P.O. Box 2801, Stoke on Trent, Staffordshire, ST4 9DN. Telephone: **0344 856 2061**

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

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.

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**.

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 at Davies Managed Systems Limited**,** 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, theft 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 riot, civil commotion, labour or political disturbances, theft, attempted theft or 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. Where **we** deem appropriate, **we** may ask you for additional assistance in proving **your** claim for certain items, or parts of **your building**. It is **your** responsibility to prove any loss and **you** must provide **us** with evidence of the value or age (or both) for the specifically identified items that have been involved in **your** claim. To help prove **your** claim **we** may 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.
8. **You** must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If **you** do, **we** will not pay any part of **your** fraudulent claim. In addition, **we** will have the right to:

(a) treat this policy as terminated from the date of **your** fraudulent act;

(b) recover from **you** any amounts that **we** have paid in respect of **your** fraudulent claim.

9. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in **your** claim not being paid and **your** policy voided.

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 **your** policy voided.

Claims Conditions that Apply to Section One - Buildings

Settling claims - How we deal with your claim

If **your** 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 pair, set, 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**.

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 – Landlords Contents

Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **landlords 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 **landlords 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 **landlords contents** at the time of the loss or damage is more than **your** sum insured for the **landlords 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 landlords contents** insurance is equal to 75% of what the premium would have been if **your landlords contents** sum insured was enough to replace the entire **landlords contents** as new, then **we** will pay up to 75% of any claim made by **you**.

Limit of insurance

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

Applicable to Section Three – Property Owners Liability

Limit of insurance

We will not pay in respect of other liability covered under Section Three more than **£2,000,000** 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 to do if you have a Complaint - Enquiries and Complaints Procedure

ENQUIRIES

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **your broker**.

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **your broker** or **Choice Insurance Agency**.

Choice Insurance Agency, Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE

Telephone: **01702 411200** Email: complaints@choiceinsuranceagency.com

CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to Davies Managed Systems Limited ("DMS"). Their contact details are provided below:

Customer Relations
Davies Managed Systems Limited
PO Box 2801
Stoke on Trent
ST4 9DN

Telephone: **01782 3339128**

Alternatively you can ask **your broker** to refer the matter on for **you**.

Please quote **your** policy number and claim reference (if applicable) in all correspondence so that **your** concerns may be dealt with speedily.

If you remain unhappy?

If **we** have not resolved **your** complaint at the end of eight weeks, or if after receiving our final response **you** remain dissatisfied, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;

2. an enterprise, which has a group annual turnover of less than €2m (approx. £1.6m) and fewer than 10 employees at the time the complainant refers the complaint to the respondent;

3. a small business, which has an annual turnover of less than £6.5 million, has a balance sheet total of less than £5 million or fewer than 50 employees at the time the complainant refers the complaint to the respondent;

4. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or

5. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

Your rights as a customer to take legal action are not affected by the existence or use of this complaints procedure. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower, London E14 9GE
Telephone: **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk

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 whatsoever, or any loss or expenses whatsoever resulting or 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**, **your** representatives, or any other person lawfully on the **premises**

d) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

e) Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

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

f) 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 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, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, **subsidence**, **heave** or **landslip**.

g) 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 exclusion applies regardless whether there is:

- Any physical loss or damage to insured 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

h) Diminution in Value Exclusion

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

i) Contractors Exclusion

We will not pay for any 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 **premises,** including where **you** are working in **your** capacity as a professional tradesman.

j) 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 policy period to the property insured by the original policy.

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 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

k) Faulty Workmanship Exclusion

We will not pay for:

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

l) Wear and Tear Exclusion

We will not pay for:

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

m) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

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

n) Sanction Limitation and Exclusion

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

o) Terrorism Exclusion

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

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

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

p) **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.

Q) **Communicable Disease Exclusion**

Notwithstanding any other provision herein, this insurance does not cover;

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

(a) infectious or contagious disease;
(b) any fear or threat of (a) above; or
(c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Section One - Buildings

This part of the policy wording sets out the cover **we** provide for the **buildings** at the **premises**

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 s**chedule**
2. Aircraft and other flying devices or items dropped from them	a) the **excess** shown in the **schedule**
3. Storm or flood	a) the **excess** shown in the **schedule** b) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 of Section One c) for loss or damage to fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences d) for loss or damage to the **building** caused by frost e) for loss or damage caused by rising groundwater or a change in the water table level
4. Escape of water from fixed water tanks, apparatus or pipes	a) the **excess** shown in the **schedule** b) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 of Section One c) for loss or damage to fixed fuel-oil tanks d) for loss or damage unless the water is turned off at the mains e) for loss or damage to the **property** caused by wet or dry rot
5. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation	a) the **excess** shown in the **schedule**
6. Theft or attempted theft	a) the **excess** shown in the **schedule** b) for loss or damage unless involving forcible and violent entry to or exit from the **property** or by deception c) for loss or damage caused by any person lawfully on the **premises**
7. Collision by any vehicle or animal	a) the **excess** shown in the **schedule**

8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism	a) the **excess** shown in the **schedule** b) for loss or damage caused by any person lawfully on the **premises** c) for loss or damage unless involving forcible and violent entry to or exit from the **property** or by deception
9. **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 to fixed fuel-oil tanks, drives, walls, gates 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 **property** 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 riverbank 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
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the **excess** shown in the **schedule**
11. 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

Additional Cover

This section of the insurance also covers:	**We** will not pay:
A) Expenses **you** have to pay and which **we** have agreed in writing for • 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 following loss or damage to the **buildings** which is covered under Section One	a) the **excess** shown in the **schedule** b) any expenses for preparing a claim or an estimate of loss or damage c) any costs if Government or local authority requirements have been served on **you** before the loss or damage d) any amount over 15% of the **buildings** sum insured
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.	a) the **excess** shown in the **schedule** b) but not if the **buildings** are insured under any other insurance
C) **We** will pay the cost of restoring landscaped areas following damage caused by the Fire Brigade or other emergency services attending the **premises** following damage to the **property** insured	a) the **excess** shown in the **schedule** b) more than £5,000 in any **period of insurance** c) the costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established

Section Two - Landlords Contents

This part of the policy wording sets out the cover **we** provide for the **landlords contents** at the **premises**

What is covered	**What is not covered**
This insurance covers the **landlords 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 or flood	a) the **excess** shown in the **schedule** b) property in the open c) for loss or damage to the **landlords contents** caused by frost d) for loss or damage caused by rising groundwater or a change in the water table level
4. Escape of water from fixed water tanks, apparatus or pipes	a) the **excess** shown in the **schedule** b) for loss or damage unless the water is turned off at the mains c) for loss or damage to **landlords contents** caused by wet or dry rot
5. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation	a) the **excess** shown in the **schedule**
6. Theft or attempted theft	a) the **excess** shown in the **schedule** b) for loss or damage unless involving forcible and violent entry to or exit from the **property** or by deception c) for loss or damage caused by any person lawfully on the **premises** d) for loss or damage to money, certificates, documents or valuables
7. Collision by any vehicle or animal	a) the **excess** shown in the **schedule**
8. Malicious damage, riot, violent disorder, strike, labour disturbance, civil commotion, or vandalism	a) the **excess** shown in the **schedule** b) for loss or damage unless involving violent and forcible entry to or exit from the **property**, or by deception

9. **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 **property** 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 riverbank erosion
10. 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 Owners Liability

We will cover **you** for **your** legal liability as **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 **£2,000,000** in all, unless stated otherwise 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**:
1. as owner for any amounts you become legally liable to pay as damages for bodily injury 2. damage to property caused by an accident happening at the premises during the period of insurance	a) for the excess shown in the policy schedule b) for bodily injury to: • 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) for any liability arising out of any criminal or violent act to another person e) for damage to property owned by or in the charge or control of: • you • any other person lawfully on the premises • any person engaged in your service f) for any liability arising directly or indirectly out of any profession, occupation, business or employment apart from property ownership g) for any liability which you have assumed under contract and which would not otherwise have attached h) for any liability arising out of your ownership, possession or use of: • 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 (Exclusions continued over the page)

	i) for any liability in respect of any kind of pollution and/or contamination other than: • 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 j) for any liability arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises** k) if **you** are entitled to compensation under any other insurance, until such insurance(s) is exhausted l) for the award of any court outside the United Kingdom, the Channel islands or the Isle of Man m) for any liability arising directly or indirectly out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss
Defective Premises Act 1972 Extension **We** will compensate **you** for any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with **premises** disposed of by **you,** occurring during the **period of insurance.**	**We** will not compensate **you** for: a) any amount in excess of £2,000,000 b) any liability if **you** are entitled to compensation under any other insurance c) the cost of repairing any defect or alleged defect