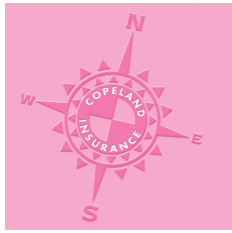


**COPELAND
INSURANCE**

PROPERTY PROTECTION COMMERCIAL POLICY

For Insurance of:

**UNOCCUPIED
COMMERCIAL
PROPERTIES**



**COPELAND
INSURANCE**

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PROPERTY PROTECTION COMMERCIAL INSURANCE CERTIFICATE

This **Certificate** is issued in accordance with the authorisation granted to Andrew Copeland Insurance Consultants Limited by Certain Underwriters at Lloyds under contract reference: A15249003 in respect of Sections 1 & 2, and by the Insurer named in the Schedule of Cover in respect of Section 3.

This **Certificate** is a contract between the Insurers and **You**.

The Proposal and Declaration which **You** signed forms part of this contract.

The Schedule and any Endorsements are part of the **Certificate** and are to be read as one document.

You will be insured against loss or damage under the Sections specified in the Schedule during any period of insurance for which **Your** premium has been accepted provided that the conditions under which this **Certificate** has been issued are fulfilled.

On behalf of Property Protection Commercial (Andrew Copeland Insurance Consultants



Peter Anson

PLEASE READ THIS **CERTIFICATE** CAREFULLY AND ENSURE THAT IT MEETS **YOUR** REQUIREMENTS.

PLEASE KEEP THIS **CERTIFICATE** IN A SAFE PLACE. **YOU** MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

IF **YOU** HAVE ANY QUERIES PLEASE CONTACT:-

PROPERTY PROTECTION COMMERCIAL
ANDREW COPELAND INSURANCE CONSULTANTS LIMITED
230 PORTLAND ROAD
LONDON
SE25 4SL

TEL: 020 8656 2544
FAX: 020 8655 1271
EMAIL: info@acopeland.com

DEFINITIONS

Any word listed under “DEFINITIONS” will carry the same meaning wherever it appears in the **Certificate**

You/Your	Those named in the Schedule as the Insured
We/Us/Our	The Insurers, Certain Underwriters at Lloyds in respect of Sections 1 & 2, and the Insurer named in the Schedule of Cover in respect of Section 3.
Certificate	The printed booklet setting out the details of the contract of insurance between You and Us .
Period Of Insurance	The time during which it is agreed that the Certificate is to operate. At the expiry of this time the Certificate may be renewed and if so a new Period of Insurance will be shown on the Schedule.
Property	The premises at the Situation shown in the Schedule as Risk Address.
Situation	The Property and the land, within the boundaries belonging to it, specified in the Schedule.
Unfurnished	Not having full furnishing sufficient to support normal habitation.
Unoccupied	The Property stated in the Schedule of Cover shall be deemed as Unoccupied if:- a) it is left unattended for more than three (3) consecutive days, or b) it is reasonably expected to be left unattended for more than three (3) consecutive days. Limitations of cover will be applied in accordance with the Endorsements noted in the Schedule of Cover.
Buildings	i) the main structure of the Property constructed of brick stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or any entirely incombustible mineral ingredients: ii) interior decorations and fixtures and fittings within the main structure of the Property : All of which are owned by You or for which You are legally responsible and all at the Situation specified in the Schedule.

GENERAL CONDITIONS

The following General Conditions apply to all parts of this **Certificate**.

- A) **You** must comply with the terms and conditions of this **Certificate**.
- B) **You** and any person seeking the benefit of this **Certificate**, must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage, and to maintain the property in a sound condition and good repair.
- C) If **You** die, **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the **Certificate**, provided they fulfil the terms of the **Certificate**, and they inform **Us** immediately.
- D) **You** must inform **Us** immediately of any change in **Your** circumstances which increases the risk of loss or injury or damage and in particular **You** must notify **Us** of any change of address, or change in type of occupancy at the Risk Address.
- E) **Cancellation**
You may cancel this insurance by giving **us** notice in writing. **We** will refund the part of **your** premium based on the short period cancellation charges below, (as long as **you** have not made a claim). This applies to each and every period of insurance.
- Up to 1 months cover - 25% of the premium will be retained
Up to 2 months cover - 35% of the premium will be retained
Up to 3 months cover - 45% of the premium will be retained
Up to 4 months cover - 55% of the premium will be retained
Up to 5 months cover - 65% of the premium will be retained
Up to 6 months cover - 75% of the premium will be retained
Up to 7 months cover - 85% of the premium will be retained
Up to 8 months cover - 95% of the premium will be retained
8 months or more - 100% of the premium will be retained
- We** may cancel the insurance by sending **you** 14 days notice to **your** last known address. **We** will refund the part of **your** premium, which applies to the remaining **period of insurance** (as long as **you** have not made a claim).
- F) If a claim is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this **Certificate** shall be void and no claim shall be payable.
- G) Where **We** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law in force at the time. When this happens, legal proceedings cannot be started against **Us** until the arbitrator has reached a decision.
- H) If at the time of any loss or damage or liability arising under this **Certificate** there is any other insurance covering the same loss or damage or liability, **We** will pay only **Our** rateable proportion.
- I) When **You** become aware of a possible claim under this **Certificate**, **You** must notify **Us** in writing immediately. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must at **Your** own expense provide **Us** with all details and evidence including written estimates and proof of ownership or value. Any writ, summons or other legal document served on **You** or **Your Family** in connection with a possible claim must be sent to **Us** immediately. **You** must not answer any correspondence or admit, deny, negotiate any claim without **Our** prior written consent. Failure to notify **Us**, in writing, of a claim within 90 days of any occurrence will void the claim.
- J) **We** or **Our** representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **Us**. **We** may conduct in **Your** name and on **Your** behalf, the defence or settlement of any legal action and take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation from any third party in respect of anything covered by this **Certificate**.

GENERAL CONDITIONS

- K) Cover under this **Certificate** will not be operative until all premiums due have been met, unless specifically agreed by **Us**. Any claim arising during a period for which any premium has not been paid will not be paid.
- L) In the event of a claim being made under this **Certificate** and the premium is being paid by any form of installment, **We** will deduct from any settlement due to **You** any outstanding premiums.
- M) **Our** liability for any loss or damage shall not exceed the sums insured for each section stated in the Schedule.
- N) **You** are free to choose the law applicable to this **Certificate**. Unless specifically agreed to the contrary, this **Certificate** shall be subject to English Law.

GENERAL EXCLUSIONS

The following General Exclusions apply to all parts of this **Certificate**.

This **Certificate** does not insure:-

- A) Loss or destruction of or damage to any property or any direct or indirect consequential loss or any legal liability directly or indirectly caused to or arising from:-
 - i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive toxic explosive nuclear assembly or nuclear component of such assembly.
 - ii) War, invasion, act of foreign enemy hostilities, (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - iii) Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- B) Loss or damage directly or indirectly caused by or contributed to by or arising from riot or civil commotion outside Great Britain.
- C) Loss or damage to any property caused during seizure or confiscation or attempts at either of these by customs or other authorities.
- D) Any loss or damage occurring before cover commences.
- E) The excess as stated in the **Certificate** and Schedule of cover.
- F) Loss or damage where **You** are entitled to indemnity under any other insurance, except any excess beyond the amount which would have been covered under such insurance, had this insurance not been in effect.
- G) Any loss suffered by **You** due to any person obtaining property by deception.
- H) Any loss or damage to the property resulting from theft or malicious acts by **You**.
- I) Diminution of market value beyond the cost of repair or replacement.
- J) The cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform natural colour or design, when damage occurs within a clearly identifiable area or to a specific part.
- K) Any loss or damage notified to us after 90 days from the occurrence.

GENERAL EXCLUSIONS

- L) This insurance does not cover any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, program or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not, and whether occurring before, during or after the year 2000.
- i) Correctly to recognise any date as its true calendar date
 - ii) To capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
 - iii) To capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

But this shall not exclude:

- A) Any ensuing physical loss or damage to property insured;
 - i) resulting from a listed peril, set out below, as covered under this insurance but no other for the purposes of this endorsement, and
 - ii) which is not otherwise excluded;

OR

- B) Any consequential loss, as covered under this insurance, which may arise from such ensuing physical loss or damage.

Listed Perils

Fire and/or Lightning

Explosion

Aircraft or other aerial devices or articles dropped therefrom

Impact by road vehicles or animal

Riot or civil commotion

Strikers, locked out workers, or persons taking part in labour disturbances

Malicious persons

Earthquake

Storm

Flood

Escape of water from any tank, apparatus or pipe

Theft

If specific perils are defined in this Insurance the listed perils shall be deemed to be amended to follow this Insurance but in no event shall it include Accidental Damage or the equivalent coverage provided by this insurance. If any of the above perils are specifically excluded by this insurance they shall be deemed to be deleted from this list.

Provided that nothing in this endorsement or any other provision or extension of this insurance shall be construed to extend the liability of the insurers to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, program or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

GENERAL EXCLUSIONS

- M) 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 Underwriters 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.

- N) Notwithstanding anything in this Policy or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Policy does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in Consequence of:

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

Note - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Underwriters allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Assured.

This overriding exclusion applies to this Policy and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

O) **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure 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.

GENERAL EXCLUSIONS

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosions

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

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 nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

MAKING A CLAIM

If **You** wish to make a claim, please follow the following guidelines:-

- A) Check that the claim is covered by **Your Certificate**. Each section of the **Certificate** tells **You** what is and what is not covered.
- B) Contact Property Protection Commercial (Andrew Copeland Insurance Consultants Limited) for a Claims form. If damage is serious or could cause further damage if not dealt with immediately it is essential that **You** contact Property Protection Commercial (Andrew Copeland Insurance Consultants Limited) immediately, so that the matter is dealt with straight away. **We** may need to arrange an inspection of **Your** property by an independent Loss Adjuster who specialises in dealing with insurance claims; **We** will pay the fee.
- C) If **You** require help or advice concerning **Your** claim, Property Protection Commercial (Andrew Copeland Insurance Consultants Limited) will be happy to assist **You** in any way they can.
- D) **We** may settle **Your** claim from the information provided on **Your** claim form, but **We** may require further information or ask **You** to furnish documentary evidence to support **Your** claim.
- E) In the event of loss, theft or criminal damage, **You** must report the instance to the Police and obtain a crime reference number, which must be disclosed on **Your** claim form.
- F) **You** may notify **Us** in writing within 90 days of any occurrence, otherwise your claim will be void.

INSURED EVENTS FOR SECTION 1 - BUILDINGS

This **Certificate** will insure **You** against loss or damage caused by

- 1
 - a) fire, lightning, explosion and earthquake
 - b) smoke

- 2 impact by
 - a) aircraft or other aerial devices or articles dropped from them
 - b) vehicles, trains and animals

 - c) falling trees, telegraph poles or lamp-posts

 - d) falling radio and/or television aerials, masts or satellite dishes including their fittings or masts

- 3 storm tempest of flood

- 4
 - a) escape of water from fixed tanks, apparatus or pipes
 - b) frost damage to fixed water tanks, apparatus and pipes.

EXCLUSIONS

This Certificate does not cover loss or damage

- 1a) caused by any process involving the application of heat
- 1b) caused by tobacco smoke, smog, agricultural or industrial operations or processes or any gradually operating cause.

- 2b) caused by any vehicle or animal belonging to or under the control of the usual inhabitants (**You** and/or the tenants to whom the **Property** has been lent, leased, let or sub-let) of the **Property**
 - c)
 - i. caused through lopping, topping and/or felling
 - ii. to gates, fences, hedges

- 3
 - i. caused by frost, subsidence, heave or landslip
 - ii. to gates fences and hedges

- 4
 - i. caused by subsidence, heave or landslip
 - ii. due to wear and tear
 - iii. caused by gradual omission
 - iv. caused by faulty workmanship
 - v. caused due to escape of water from automatic sprinkler installations
 - vi. as a result of repairs or alterations of water pipes, water mains, water tanks or water apparatus

INSURED EVENTS FOR SECTION 1 - BUILDINGS

Continued...

- 5 escape of oil from fixed fuel tanks, apparatus or pipes and smoke damage resulting from a defect in any fixed heating installation
- 6 theft, attempted theft or hold-up
- 7 a) riot, civil commotion, strikes, labour and political disturbances
b) malicious persons or vandals

EXCLUSIONS

This Certificate does not cover loss or damage

- 5 i. to fixed fuel oil tanks in the open
ii. due to wear and tear or gradual deterioration
iii. caused by gradual emission
iv. caused by faulty workmanship
- 6 i. unless the theft involves forcible and violent entry to or exit from the **Property**
ii by **You**
iii. resulting from deception unless entry to the **Property** is gained by such means
- 7 i. loss or damage if caused by any persons lawfully in the **Property**
ii. due to stoppage of work
iii. for any claim in excess of £1,000 in respect of Plate Glass
iv. resulting from, and including, graffiti

SECTION 1 - BUILDINGS

AMOUNT PAYABLE

The Sum Insured under **Buildings** Section shown in the schedule is declared by **You** to represent not less than the FULL REBUILDING COST of the **Buildings** together with the provision of the expenses and fees covered in Extension 4 Additional Expenses shown below.

The maximum amount payable in respect of any one incident is:-

- | | |
|---|---|
| a) for claims under Buildings Section and Extensions 1, 3, 4 and 5 | - the total Buildings sum insured shown in the Schedule for any one claim |
| b) for claims under Extension 2 - Rent Receivable/Ground Rent Payable | - 20% of the total Buildings sum insured in the Schedule for any one claim |

HOW WE SETTLE CLAIMS

If the Sum Insured is adequate and the **Buildings** have been maintained in a good state of repair **We** will at **Our** option reinstate or repair or pay the cost incurred to reinstate or repair any part of the **Buildings** lost or damaged by any Insured Event but not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.

We will make an adjustment for wear and tear where applicable in **Our** settlement if **You** do not intend to rebuild or repair the damage.

If the Sum Insured is not adequate then any claim payment under this Section will be reduced in proportion to the value of the property insured at the time of loss or damage.

EXCESS

You will be responsible for the first £250, (or higher amounts if shown in the Schedule of Cover), of each claim under the Section.

AUTOMATIC REINSTATEMENT

The Sum Insured under this Section will not be reduced by the amount of any claim provided that

- a) **You** implement without delay any reasonable requirements made by **Us** and
- b) **You** pay any additional premium required by reinstatement.

SECTION 1 - BUILDINGS

The following additional covers are included in this Section:-

1. GLASS, SANITARY WARE AND CERAMIC HOBS

We will pay for the cost of repairing or replacing accidentally broken

- a) fixed glass including double glazing, forming part of the **Buildings**
- b) permanently fixed sanitary ware
- c) any ceramic hob part of a built in unit

2. RENT RECEIVABLE/GROUND RENT PAYABLE

In the event of loss or damage to the **Property** by an INSURED EVENT such that it is rendered uninhabitable

We will pay

- a) for the amount of rent receivable by **You** which is lost
or
- b) an amount equal to the ground rent payable by **You**

but only in respect of the period reasonably necessary to repair the **Property**

3. ACCIDENTAL DAMAGE TO UNDERGROUND SERVICES

The cost of repairing **Accidental Damage** to any underground main water, gas, sewer or drain pipe, underground electricity or telephone cable extending from the **Property** to the public supply for which **You** are legally liable.

EXCLUSIONS

This Certificate does not cover loss

- 1
 - i. loss or damage to any part of the **Property** that is **Unfurnished**
 - ii. items not in sound condition
 - iii. loss or damage to glass in any commercial area
 - iv. any claim in excess of £1,000

3. loss or damage

- to any land drainage pipe
- the cost of clearing any blocked drain, drainpipe or sewer pipe.

SECTION 1 - BUILDINGS

Continued...

The following additional covers are included in this Section:-

4. ADDITIONAL EXPENSES

We will pay the necessary and reasonable expenses that **You** incur following loss or damage to the **Property** by an INSURED EVENT in respect of

- a) removal of debris, demolition, shoring or propping up
or
- b) architects, surveyors, structural engineers, legal and other fees
or
- c) complying with any government or local authority requirement

EXCLUSIONS

This Section of the Certificate does not cover.

- 4. b) any fees for preparing a claim or estimate of loss under this Policy
- c) expenses resulting from notice served on you prior to the date of loss or damage

SECTION 2 - PROPERTY OWNERS LIABILITY

This Section is automatically operative if Section 1 - **Buildings** is shown as Insured in the Schedule of Cover.

AMOUNT PAYABLE

Our limit for all damages in respect of any one event or series of events consequent upon or attributable to one source or original cause is £2,000,000 in respect of **Your** Liability and **We** will also pay all costs and expenses incurred by **You** with **Our** written consent in defending any claim.

DEFINITIONS:

Bodily Injury Damage to persons caused by accident or disease
Employee Any person under a contract of service or apprenticeship with **You** or **Your Family**

WHAT IS COVERED

In the event of

- a) accidental **Bodily Injury** to any person
- b) accidental loss or damage to property

occurring during the Period of Insurance **We** will indemnify **You** in respect of all sums which **You** become legally liable to pay as damages and claimants costs and expenses arising from **Your** action as owner of the **Situation** stated in the Schedule

EXCLUSIONS

We will not indemnify You against liability

- 1 for **Bodily Injury** or loss or damage to property in connection with the ownership, possession or use by **You** or on **Your** behalf of any
- 2
 - i. power operated lift
 - ii. mechanically propelled or horse drawn vehicle
3. for **Bodily Injury** to any **Employee**
4. for loss or damage to property belonging to or held in trust by or in the custody or control of **You** or **Your Employee**
5. for the ownership, tenure or occupation of any land or building other than those at the **Situation**
6. which is insured by or would but for the existence of this Section be insured by any other Insurance

SECTION 3 - LEGAL ADVICE AND DOMESTIC ASSISTANCE

This Section is automatically included in **Your** cover.

We will provide **You** with a 24 hour telephone Legal Advice and Domestic Assistance Helpline.

LEGAL ADVICE

Legal Advice Section will provide **You** with a range of free legal advice on any personal legal problems, subject to UK Law, 24 hours a day, 365 days a year.

Simply call the Helpline and a fully qualified solicitor will be on hand to provide practical, impartial and confidential legal advice relating to any matter, including:-

Motoring, Employment, Property, Consumer, Accident/Injury, Matrimonial, Probate, Financial and Taxation.

DOMESTIC ASSISTANCE

Domestic Assistance Section will provide **You** with emergency assistance throughout the UK 24 hours a day, 265 days a year. Simply call the Helpline and **You** will be put in touch with a reputable contractor to carry out **Your** repairs. **You** will however be responsible for the payment of the contractor charges.

The service has access to wide panel of reputable contractors relating to any domestic matter, including:-

Plumbing, Electricity, Roofing Repairs, Lock Repairs and Replacement, Glazing, Heating Systems, Fallen Trees, Security Services, Building Repairs, Domestic Appliances, Fencing, Pest Control, T.V. and Satellite Aerials.

To access either of the above services, just call the telephone number on **Your** policy card, quoting the policy number as stated on the policy card, and **You** will be connected to the service that **You** require.

Your policy card can be found attached to **Your** schedule of cover, which **We** suggest **You** keep in a safe place ready for use when required.

ENDORSEMENTS

The following clauses are only operative if stated specifically in the **Certificate** Schedule of Cover.

01) THEFT LIMITATION CLAUSE

This **Certificate** does not cover loss or damage to the insured property by theft or any attempted theft, except where the theft or attempted theft of the insured property is committed by a person who:-

- a) is in such property as a trespasser, and
- b) has gained entry to or exit from such a property, by means of a forcible or violent act.

02) CONTRACTORS EXCLUSION CLAUSE

This **Certificate** excludes cover for loss, damage, or liability arising out of the activities of contractors.

03) MORTGAGE INTEREST CLAUSE

It is noted and agreed that the interest of the Mortgagee (as stated in the Schedule) in this insurance, shall not be prejudiced by any act or negligence of the Mortgagor of any building hereby insured, whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee, provided that the Mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the Insurers and pay an additional premium if required.

04) PROTECTION CLAUSE

It is a condition precedent to the liability of Insurers that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when any parts of the **Property** are left **Unoccupied**. Such protections shall not be withdrawn or varied without the Insurers consent.

05) UNOCCUPANCY CLAUSE

It is noted and agreed that whilst the premises are left **Unoccupied**, the cover under the **Buildings** Section of this Policy excludes:-

- a) during the period 1st October to 31 March (both dates inclusive), there shall be no cover under Insured Event 4 (Escape of Water/Frost Damage) unless a central heating system in the **Property** is kept in full operation at not less than a minimum temperature of 55F or alternatively the water systems in the property are turned off at the mains and drained in full.

06) EXCLUSION CLAUSE (1)

It is noted and agreed that the insured property is covered by the following perils only:-

- a) Fire, Lightning, Explosion, Earthquake or Smoke.
- b) Aircraft and other aerial devices or articles dropped from them

07) EXCLUSION CLAUSE (2)

It is noted and agreed that the insured property is covered by the following perils only:-

- a) Fire, Lightning, Explosion, Earthquake or Smoke.
- b) Aircraft and other aerial devices or articles dropped from them

This endorsement shall not apply to any residential part of the premises whilst it remains occupied.

08) EXCESS CLAUSE

An excess of £250 for each and every loss in respect of each claim under this **Certificate** is applicable, unless otherwise stated in the Schedule, these excesses apply at all times to all claims.

ENDORSEMENTS

09) THEFT AND MALICIOUS DAMAGE CAUSE

This **Certificate** does not cover loss or damage arising from theft or malicious damage.

10) INSPECTION WARRANTY

It is a condition of this **Certificate** that the **Property** is inspected at least every 14 days and records of such visits kept by either **You, Your** agent, or any appointed (responsible) third party employed to do so by **You**.

The **Property** Inspection Record sheet, which can be found in the **Certificate** wording, should be used for this purpose.

11) AMENITIES WARRANTY

It is a condition of this **Certificate** that all water, electricity and gas supplies be turned off at the mains at all times, unless this would involve restricting the amenities to any occupied living accommodation, and all letterboxes and other openings secured shut.

12) CHANGE IN OCCUPANCY CLAUSE

It is a condition precedent to the liability of Insurers, that any change in type of occupancy at the Risk Address, must be notified to us immediately, especially should the **Property** become occupied.

13) LIABILITY CLAUSE

It is hereby noted and agreed that the Property Owners Liability section of this **Certificate** is increased from £1,000,000 to £2,000,000.

14) PLATE GLASS EXCESS

It is hereby noted and agreed that the excess referred to in Endorsement 08 is increased to £500 in respect of Plate Glass.

999) SPECIAL EXCLUSION OR WARRANTY CLAUSE

Please refer to the description in the Schedule.

PROPERTY PROTECTION SERVICE

Property Protection take a pride in providing a first class service to all **Our** policyholders, however occasionally an enquiry or a complaint may arise, often as a result of misunderstanding, which will usually be resolved quickly and efficiently to **Our** policyholders satisfaction.

If **You** have an enquiry or cause to make a complaint regarding **Your Certificate**, **You** should firstly address this to the manager at Property Protection Commercial, whose address is at the beginning of this **Certificate**. Please provide all details about **Your Certificate** including the **Certificate** number.

Should **You** remain dissatisfied, short of court action, **You** may approach the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law at:-

Complaints Department
Lloyd's
One Lime Street,
London,
EC3M 7HA

OTHER SERVICES AVAILABLE

We can also provide cover on the following types of risks:

A) HOLIDAY HOME

Cover is provided for properties which are used solely as Holiday Home by the policyholder, the policyholders family, or the policyholders friends.

B) HOLIDAY HOME LETS

Cover is provided on the same basis as a Holiday Home, but extended to allow for lettings.

C) SECOND HOME

Cover is provided for properties which are used on a semi-regular basis with long periods of unoccupancy (i.e. home in London for weekday use whilst at work and left unoccupied at weekends whilst at main residence or vice versa). Cover will also be provided for owners who live or work abroad, and only use their property whilst staying in the United Kingdom.

D) LET PROPERTIES

Cover is provided for properties which are let or tenanted on a regular basis to any tenant except:- Students, DSS referrals and Holidaymakers, all of whom are insured under their own respective sections.

E) UNOCCUPIED PROPERTIES

(i.e. Cover is provided for properties which are left permanently unoccupied, or for long periods at a time awaiting sale, being renovated or not in full time use). The level of cover provided under this section varies and depends upon the general condition and state of the property. Please contact Property Protection or your agent with full details of the property so they may advise you of the level of cover that will be provided.

F) STUDENT LETS

Cover is provided for properties which are let to Students whether singly or on a house share basis. This section will also provide cover in the holiday periods if you wish to let the property to Holidaymakers, or leave it unoccupied.

G) DSS LETS

Cover is provided for properties which are let to DSS referrals or for tenants having all or part of their rent paid for by the DSS. To qualify for this cover the tenancy agreement must not be with the DSS, or under DSS control.

Should you require cover on any other type of property, please contact:

Property Protection

on

020 8656 2544

PROPERTY INSPECTION RECORD SHEET

<u>Date</u>	<u>Time</u>	<u>Inspected By: (Name in Full)</u>	<u>Notes on any Damage</u>
01)			
02)			
03)			
04)			
05)			
06)			
07)			
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36)			

Please note that any loss, damage or attempted damage must be reported to the local police station immediately, and notification of such loss, damage or attempted damage be reported to us.

