

Certificate Wording

A guide to **your** CX Let & CX Portfolio (Residential) landlord's insurance certificate

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Please read this certificate carefully and check that it meets **your** needs.
If **you** have any questions about this certificate, please contact **your** intermediary.

Navigators Insurance Company Limited

Effected through Commercial Express Quotes Ltd.

This is to certify that in accordance with the authorisation granted under the contract to the undersigned by Navigators Insurance Company Limited and in consideration of the payment of the premium specified herein to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the **Insured** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this certificate has been signed at the place stated and on the date specified in the Schedule by:

:

D. Pritchard

Managing Director of Commercial Express Quotes Ltd.

The information supplied on the attached online Proposal/Statement of Fact has been relied on by Insurers when agreeing and accepting this insurance and forms the basis of the insurance contract.

The Certificate Schedule which specifies the operative sections is **Your** evidence of insurance and may be required in the event of a claim. Please read the Certificate Schedule, the Certificate Wording and the online Proposal/Statement of Fact carefully and return it immediately if it is not in accordance with **Your** requirements. If **You** decide within 14 days of inception that **You** do not wish to accept this Certificate Schedule and proceed with the Insurance, return it and provided no claims have been made, **We** will refund the premium. The Certificate Schedule is designed for easy amendment, therefore should **You** request any change in insurance cover, an updated Certificate Schedule will be issued.

Residential Let Property Certificate of Insurance

(13/01/06 Prop)

Definitions

In this Certificate, words that are highlighted in bold have the following meanings:

Aerials

Satellite dishes, television or radio **aerials**, aerial fittings, aerial masts and plinths.

Asylum Seeker

Person who seeks the status of refugee in national or international law.

Brown Electrical Goods

Any electrical item except washing machines, kettles, toasters, sandwich makers, dish washers, fridges, freezers, spin dryers, tumble dryers, microwave ovens and vacuum cleaners.

Buildings

The Home and its domestic outbuildings, garages, greenhouses, terraces, patios, paths, drives, footpaths, walls, fences, hedges, gates, swimming pools, tennis courts, squash courts, fixtures & fittings and interior decorations

Contents

Household goods, furnishings and appliances, and **Aerials** for which **You** are responsible.

Damage

Accidental physical **Damage** to tangible property.

Home

The **Insured** Property as stated in the Certificate and the fixtures and fittings (including carpets and blinds).

Injury

Accidental death of, accidental physical bodily **Injury**, physical illness or physical disease to, any third party

Loss

Accidental physical **Loss**

Money

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

Renovation

Internal painting and decorating, tiling, replacement of bathroom and / or kitchen fixtures and fittings including sinks, wash basin, w.c., bath and shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.

Unoccupied

The **Home** is **Unoccupied** when it has not been lived in for 30 consecutive days or more.

Valuables

Any article made from precious metal, jewellery, fur, watches, photographic equipment, binoculars, telescopes, pictures, works of art, curios, stamp collections, coin collections medal collections or computer equipment.

We

Navigators Insurance Company Limited.

Insured/You/Your

The person or people named in the Certificate Schedule.

Buildings Insurance

Subject to any Exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Policy limits, **We** will cover **You** against **Loss** or **Damage** to the **Buildings** caused by an **Insured** Peril. **We** will not cover **You** for the Certificate excess shown in the Certificate Excesses section of this Certificate.

Insured Perils

- 1 Fire, explosion, lightning and earthquake
- 2 Smoke
- 3 Riot, civil commotion, strikes, labour or political disturbances, Excluding
 - a **Loss** or **Damage** while the **Home** is **Unoccupied**
- 4 Malicious acts or vandalism, Excluding
 - a Any claim for **Loss** or **Damage** of more than £5,000 caused by any person lawfully allowed in any part of **Your Home**
 - b **Loss** or **Damage** caused when the **Home** is **Unoccupied**
 - c **Loss** or **Damage** caused when the **Home** is occupied by Asylum Seekers.
- 5 Storm or Flood, Excluding
 - a **Loss** or **Damage** caused by frost
 - b **Loss** or **Damage** caused by a change in the water table
 - c **Loss** or **Damage** to gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts
- 6 Water or oil escaping from any fixed domestic appliance or system including any costs in locating the source of any escape, Excluding
 - a **Loss** or **Damage** while the **Home** is **Unoccupied**
 - b **Loss** or **Damage** to the appliance or system from which the water or oil escaped
- 7 Frost **Damage** to fixed water or heating systems in the **Home**, Excluding
 - a **Loss** or **Damage** while the **Home** is **Unoccupied**
- 8 Theft or attempted theft, Excluding
 - a Theft or attempted theft while the **Home** is **Unoccupied**
 - b **Loss** by deception unless the **Home** was entered using forcible, violent or visible entry
 - c Theft or attempted theft caused by a person lawfully allowed in any part of **Your Home**
 - d **Loss** or **Damage** caused when the **Home** is occupied by Asylum Seekers
- 9 The Building being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling **Aerials**, or vehicles, Excluding
 - a **Loss** or **Damage** caused to paths or drives by the weight of any vehicle
 - b **Loss** or **Damage** arising from cutting down or trimming of trees

Building Insurance (continued)

- 10 Subsidence or heave of the site the **Buildings** stand on or landslip, Excluding
- a **Loss** or **Damage** caused by or resulting from coastal or river or watercourse erosion
 - b **Loss** or **Damage** caused by faulty design, workmanship or material
 - c **Loss** or **Damage** caused by demolition of or alterations or repairs to the **Buildings**
 - d **Loss** or **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Home** are Damaged at the same time and by the same cause
 - e The **Home** or land it is on settling, shrinking, bedding down or expanding
 - f **Damage** to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the **Home** was Damaged at the same time and by the same cause
- 11 Accidental breakage of fixed glass, sanitary fixtures and ceramic hobs forming part of the property, Excluding
- a **Loss** or **Damage** while the **Home** is **Unoccupied**
 - b **Loss** or **Damage** to accessories and fittings
 - c **Loss** or **Damage** to ceramic hobs in free-standing cookers
 - d Chipping, denting or scratching
- 12 Accidental **Damage** to any cables or underground services pipes (including hatches and covers) servicing the **Home**, Excluding
- a **Loss** or **Damage** to any part of the cable or service pipe within the **Home**

Additional Extensions

Accidental **Damage**

This extension only applies if shown in **Your** schedule.

We will pay for accidental **Loss** or destruction to the **Buildings**.

Exclusions

- a **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b **We** will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
- c **We** will not pay for collapse or cracking of the **Buildings**
- d **We** will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, **Loss** of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- e **We** will not pay for acts of fraud or dishonesty
- f **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g **We** will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- h **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the **Home** is **Unoccupied**
- j **We** will not pay for normal settlement or bedding down of new structures
- k **We** will not pay for **Damage** to property as a result of its undergoing any process
- l **We** will not pay for **Damage** to property in transit
- m **We** will not pay for **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n **We** will not pay for property or structures in the course of construction or erection
- o **We** will not pay for **Loss** or **Damage** specifically excluded elsewhere under the **Buildings** section or elsewhere in this Certificate
- p **We** will not pay for the cost of general maintenance or upkeep

Buildings Insurance (continued)

Metered Water

This certificate extends to include **Loss** from accidental escape of metered water from water tanks, apparatus and pipes in consequence of an **Insured** Peril but only to the extent that such **Loss** is determined by measurement from the water authority meter for which **You** are responsible. The amount payable is limited to such excess water charges levied by the water authority and in no case exceeding £5,000 in respect of any one **Loss** and £15,000 in the aggregate in any one period of insurance. **You** must record the reading of the meter at intervals of not more than 30 days.

Loss of Rent

We will pay up to 20% (or as stated in the schedule) of **Buildings** sum insured for **Loss** of rent if the **Home** becomes uninhabitable or partly uninhabitable and cannot be let due to one of the **insured** events listed in the **Buildings** Insurance section of this Certificate.

Exclusions

- a **We** will not pay for **Loss** of rent arising from the tenants leaving the **Home** without giving **You** notice
- b **We** will not pay for rent the tenants have not paid
- c **We** will not pay for **Loss** of rent to any Homes that were **Unoccupied** immediately before the **insured** event giving rise to a claim
- d **We** will not pay for any letting agents share of the rent or any other expenses **You** must pay to the letting agent
- e **We** will not pay for **Loss** of rent arising from any part of the **Home** that is used for anything other than domestic accommodation
- f **We** will not pay for **Loss** of rent after **We** consider the **Home** is fit to be let

Index Linking

We will increase **Your** sum insured each month in line with the house rebuilding cost index produced by the House Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors.

Transfer of Interest

If at the time of **Loss** destruction or **Damage** to the **Buildings** hereby **insured** the same are under a binding but uncompleted contract for sale by **You** and the purchaser does not hold any insurance against such **Loss** destruction or **Damage** then on completion of the sale and at the request of **You** the purchaser shall be entitled to the benefits of this certificate applicable to such **Loss** destruction or **Damage** without prejudice to the rights and liabilities of **You** or the Us under this Certificate up to the date of completion.

Professional Fees and Other Costs

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

Exclusions

- a Any costs in preparing a claim under this Certificate
- b Costs arising under a notice served by the government or local authority prior to the **Loss** or **Damage**

Unauthorised use of electricity gas or water

We will pay for the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Home** without **Your** authority up to a limit of £5,000. **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

Buildings Insurance (continued)

Settling claims for **Loss** or **Damage**

If the **Buildings** are damaged **We** will pay the cost of replacing or repairing the damaged **Buildings** provided:

- i) the **Buildings** were in good repair before the incident giving rise to the **Damage**
- ii) the sum insured is at least the same as the cost of rebuilding the **Buildings**

If the **Buildings** is an individual flat, forming part of a block, **We** will pay the cost to repair or replace the Damaged property providing the **Buildings** were in a good state of repair before the incident giving rise to the **Damage** and the sum insured is at least the same as the cost of rebuilding the **Buildings**. **We** will not pay for any **Loss** or **Damage** to common parts.

If for any reason **We** cannot replace or repair the Damaged property **We** may at **Our** option pay an amount, not exceeding what it would have cost to replace or repair the damaged property, up to the sum insured.

If the **Buildings** are Damaged and the sum insured is less than the cost of rebuilding the **Buildings** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Loss** accordingly.

We will not reduce the sum insured after a claim as long as the replacement or repair work is completed, and any recommendations **We** make to prevent further **Damage**, are carried out without delay.

The most **We** will pay for one claim is the sum insured for **Buildings** (less any applicable excess).

We will not pay for replacing any undamaged part or item forming part of a set.

Contents Insurance

This section only applies if shown in **Your** schedule.

Subject to any exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Policy limits, **We** will cover **You** for **Loss** or **Damage** to the **Contents** in **Your Home** or its outbuildings or private garage caused by the following Insured Perils. **We** will not cover **You** for the Certificate excess which is shown in the Certificate Excesses section of this Certificate.

We will not cover **Brown Electrical Goods**

We will not cover **Loss** or **Damage** to Property used only or mainly for business or professional purposes

Insured Perils

- 1 Fire, Explosion, Lightning and earthquake
- 2 Smoke
- 3 Riot, civil commotion, strikes, labour or political disturbances, Excluding
 - a **Loss** or **Damage** while the **Home** is **Unoccupied**
- 4 Malicious acts or vandalism, Excluding
 - a **Loss** or **Damage** caused by a person lawfully allowed in any part of **Your Home**
 - b **Loss** or **Damage** caused when the **Home** is **Unoccupied**
 - c **Loss** or **Damage** when an **Asylum Seeker/s** occupy the property
- 5 Storm or Flood, Excluding
 - a **Loss** or **Damage** to **Contents** in the open
 - b **Loss** or **Damage** caused by frost
 - c **Loss** or **Damage** caused by a change in the water table
- 6 Water or oil escaping from any fixed domestic appliance or system, Excluding
 - a **Loss** or **Damage** while the **Home** is **Unoccupied**
 - b **Loss** or **Damage** to the appliance or system the water or oil escaped from
- 7 Theft or attempted theft, Excluding
 - a Theft or attempted theft caused by a person lawfully allowed in any part of **Your Home**
 - b Theft or attempted theft while the **Home** is **Unoccupied**
 - c Theft or attempted theft of **Money**, certificates, documents or **Valuables**;
 - d Theft or attempted theft by deception unless the **Home** was entered using forcible or violent entry
 - e Any amount over £500 from outbuildings and garages
 - f **Loss** or **Damage** when an **Asylum Seeker/s** occupy the property
- 8 The Building being hit by aircraft, other flying devices or anything dropped or falling from them, animals, falling trees, branches, telegraph poles, lampposts or pylons, falling **Aerials**, or vehicles, Excluding
 - a **Loss** or **Damage** arising from the cutting down of trees
- 9 Subsidence or heave of the site the **Buildings** stand on or landslip, Excluding
 - a **Loss** or **Damage** caused by or resulting from coastal or river or watercourse erosion
 - b **Loss** or **Damage** caused by faulty design, workmanship or material
 - c **Loss** or **Damage** caused by demolition of or alterations or repairs to the **Buildings**

Contents Insurance (continued)

- d **Loss** or **Damage** caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Home** are Damaged at the same time and by the same cause
- e The **Home** or land it is on settling, shrinking, bedding down or expanding

Additional Extensions

Accidental **Damage**

This extension only applies if shown in **Your** schedule.

We will pay for accidental **Loss** or destruction to the **Contents**.

Exclusions

- a **We** will not pay for faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration wear tear or frost
- b **We** will not pay for explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
- c **We** will not pay for **Loss** or **Damage** caused by collapse or cracking of the **Buildings**
- d **We** will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, **Loss** of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, marring or scratching
- e **We** will not pay for acts of fraud or dishonesty
- f **We** will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- g **We** will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers
- h **We** will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- i **We** will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the **Home** is **Unoccupied**
- j **We** will not pay for normal settlement or bedding down of new structures
- k **We** will not pay for **Damage** to property as a result of its undergoing any process
- l **We** will not pay for **Damage** to property in transit
- m **We** will not pay for **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- n **We** will not pay for property or structures in the course of construction or erection
- o **We** will not pay for any **Damage** specifically excluded elsewhere under the **Contents** Section or elsewhere in this Certificate
- p **We** will not pay for **Damage** caused by tearing or fouling or chewing by animals

Settling claims for **Loss** or **Damage**

- 1 If the **Contents** suffer **Loss** or **Damage** **We** will replace the Damaged **Contents** as new, as long as the sum insured is at least equal to the cost of replacing all the **Contents**, However **We** may at **Our** option;
 - a pay the cost of replacing the item as new, or
 - b pay the cost of repairing any item;
- 2 If the **Contents** suffer **Loss** or **Damage** and the sum insured is not equal to the cost of replacing all the **Contents** as new, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Loss** accordingly.

Contents Insurance (continued)

3 Individual Flats

- i) Cover excludes all common parts
- ii) If for any reason **We** cannot replace or repair the Damaged property **We** may at **Our** option pay an amount, not exceeding what it would have cost to replace or repair the Damaged property, up to the sum insured

We will not pay for replacing any undamaged part or item forming part of a set.

The most **We** will pay for any one claim is the sum insured for **Contents**, as shown on the schedule, less any excess.

We will not reduce the sum insured after a claim as long as the repair work is completed, and any recommendations **We** make to prevent further **Loss** or **Damage**, are carried out without delay.

Property Owners Liability

Subject to any exclusions in this Section and any Conditions Precedent to Liability, Warranties, General Conditions, General Exclusions and Policy limits, **We** will pay all sums which **You** are legally liable to pay as compensation for **Injury** to any person or **Loss** or **Damage** to third party property arising as a consequence of **Your** ownership of the **Home**, plus **Your** defence costs and expenses (incurred with **Our** prior written agreement).

Excluding

- a Legal Liability arising from any contract or agreement unless **You** would have had the liability if the contract or agreement had not existed
- b Legal Liability arising from **Your** profession, business or employment other than as owner of the **Home**
- c Legal Liability arising from **You** owning any land or Building other than the **Home** indicated in the Schedule
- d Legal Liability arising from **You** owning, possessing or using any:
 - i aircraft;
 - ii watercraft or hovercraft;
 - iii animal;
 - iv caravan or trailer;
 - v crossbow or firearm;
 - vi motor vehicle other than gardening equipment;
- e **Injury to You**
- f **Loss** or **Damage** to property **You** own or have in **Your** possession
- g Any unlawful act
- h Bodily **Injury** to any of **Your** employees or employers working on **Your** behalf or in connection with this insurance
- i More than £1,000,000 (unless otherwise stated in the schedule for any claim or claims arising from one event, or the amount as specified on **Your** schedule
- j Legal liability arising out of Pollution/Contamination

Your legal liability (under Section 3 of the Defective Premises Act 1972 to pay compensation for **Injury** to a third party or **Loss** or **Damage** to third party property arising from a defect(s) in the **Home** plus **Your** defence costs that **We** have previously agreed to in writing, for any claim or claims arising from one event, or the amount as specified on **Your** Schedule.

Excluding

- a Claims for **Injury**, **Loss** or **Damage** of more than £1,000,000 (unless otherwise stated on **Your** Schedule),

Certificate Excesses

You must pay an amount towards each claim. The amount **You** pay is called the 'excess'. The following excesses apply to each and every claim.

All tenant types excluding Asylum Seekers.

	Occupied Property built after 1800	Occupied property built before 1800	Unoccupied Property
Subsidence, Landslip or heave	£1000 or the amount shown on Your schedule	£1000 or the amount shown on Your schedule	£1000 or the amount shown on Your schedule
Buildings	£100	£250	£500
Contents	£100	£250	Cover not available
Loss of Rent	£100	£250	Cover not available
Property Owner's Liability	£250	£500	£500

Asylum Seekers

	Occupied Property built after 1800	Occupied property built before 1800
Subsidence, Landslip or heave	£1000 or the amount shown on Your schedule	£1000 or the amount shown on Your schedule
Buildings	£500	£500
Contents	Cover not available	Cover not available
Loss of Rent	£500	£500
Property Owner's Liability	£500	£500

Claims Procedure and Conditions

If **You** need to make a claim, please follow the procedure below so **We** can deal with the matter efficiently.

You must do the following:

1. Contact the agent that arranged this insurance for **You** as soon as reasonably possible or contact Us on telephone number 0121 237 8894. Then in order to make the **Buildings** secure **You** may undertake temporary repairs as defined and stated below.
2. Give Us full written details of **Your** claim as soon as reasonably possible, and always within 30 days.
3. **You** must notify Us within 7 days for claims under the Riot or Malicious acts or vandalism **Insured** Perils.
4. Tell the police immediately if **Damage** has been caused by Theft, attempted theft, Malicious acts or vandalism.
5. Take all reasonable steps to reduce and prevent any further **Injury, Loss** or **Damage**.
6. Give Us, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
7. Send to Us (unanswered) every letter, claim, writ, summons or other legal document **You** receive in relation to the claim.
8. Supply, at **Your** own expense, all reports, certificates, plans, specifications, quantities information, proof of rent being received and help **We** ask for.

You must not do the following:

1. Abandon any item to Us.
2. Dispose of any Damaged items before **We** have inspected them.
3. Negotiate, admit or settle any claim or offer without **Our** permission in writing.

We may do the following:

1. Enter any of the **Buildings** where the **Injury, Loss** or **Damage** has happened, keep the **insured** property and deal with the salvage in a reasonable way.
2. Negotiate defend or settle (in **Your** name and on **Your** behalf) any claim made against **You**.
3. Prosecute (in **Your** name for **Our** own benefit), any other person in respect of any amount **We** have or must pay.
4. Appoint a **Loss** adjuster to deal with the claim.
5. Arrange to repair the **Damage** to the **Buildings** or **insured** property.

Temporary Repairs

You may make good the **Buildings** following **Damage** caused by an **Insured** Peril without **Our** prior authorisation. **You** are permitted to do the following without prejudicing **Your** position:

- a Necessary boarding up following **Damage** to fixed glass in windows, doors, fan lights and skylights to make the **Buildings** secure
- b The provision of temporary doors for the purpose of weather proofing or securing the **Buildings**
- c Weather proofing **Buildings**
- d Securing the site

Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of this Certificate.

Conditions Precedent to Liability

The following are Conditions Precedent to Insurers liability under this Insurance Certificate. **You** must comply with these Conditions. Failure to do so may invalidate any claim.

1. Changes in circumstances

You must immediately tell Us about any change in **Your** circumstances. In particular **You** must tell Us if there is a change to:

- a the address of the **Home**;
- b the use of the **Home** (including if the **Home** becomes **Unoccupied**).
- c the type of tenant occupying the **Home**
- d the **Home's** structure
- e total cost of rebuilding the **Home**, total cost of replacing the **Contents**

As soon as **You** are aware that **Your Home** will be unattended for more than 14 days in a row **You** must immediately:

- a turn off the water at the mains and drain the system
- b turn off any oil supply at the tank

2. Unoccupied Properties

If any part or parts of the **Home** becomes **Unoccupied** during the period of insurance or is **Unoccupied** at the start of this insurance, the following will apply to the **Unoccupied** part or parts:

- 1 **You** or **Your** agents must inspect the **Unoccupied** part or parts of the **Home** at least every 14 days to make sure that:
 - a the gas, electricity and water supply is turned off at the mains and the system drained (unless adequate level of heating is maintained from fixed heating appliances):
 - b all outside doors are securely locked:
 - c all ground-floor and accessible upper-floor windows are securely fastened and any broken windows boarded up; and
 - d the **Home** and all yards and areas surrounding the **Home** are free from fuel and waste materials

You must keep a record of all inspections and **We** must be able to inspect **Your** records at any time.

2 If the **Buildings** are broken into or vandalised. **You** must immediately:

- a make the property safe and secure;
- b follow the claims procedure set out in this policy; and
- c keep a record of any necessary work and inspections. **We** must be able to inspect **Your** records at any time

The following events will not be covered at any time in respect of the **Unoccupied** part or parts of the **Home**:

- 1 Riot, civil commotion, strikes, labour or political disturbances
- 2 Malicious acts or vandalism
- 3 Water or oil escaping from any fixed domestic appliance or system
- 4 Theft or attempted theft
- 5 Frost **Damage** to fixed water or heating systems in the **Home**.
- 6 The excess specified in the "Certificate Excesses" section

Also, **We** will not pay for any **Damage** to any part of the **Home** caused by water or oil escaping from any fixed domestic appliance or system within the **Unoccupied** part or parts of the **Home**.

Conditions Precedent to Liability (continued)

3. Maintenance and safety requirements

- a A current Gas Safety Record must have been issued and complied with and a CORGI-registered contractor must inspect and service all gas appliances at least every 12 months. Also, any necessary repairs and maintenance must be carried out promptly by a CORGI-registered contractor.
- b A qualified electrical contractor must inspect or have inspected and checked the electrical systems in accordance with the Landlords Electrical appliances and sockets regulations (1994) or any subsequent new regulations, within the last five years and retested every five years.
- c If furnished, all upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1 March 1993 must keep to the relevant fire resistance requirements.
- d **You** must give **Your** tenants all relevant instruction manuals.

You must keep records of all inspections, checks and work that has been carried out. **We** must be able to inspect these records..

You must keep records of all checks and work that has been carried out. **We** must be able to inspect these records.

Note: Part Owner Occupied, Long Leasehold or Management Company

The Conditions Precedent to liability numbered 3a, 3b, 3c & 3d will not apply to that part of the **Home** or property that are occupied by the freehold owner or long leasehold owner.

4. Flat Roof

All flat roof sections must be less than 10 years old.

If the above Condition Precedent is not complied with all liabilities for claims arising from **Damage** to or as a result of the flat roof are excluded.

General Conditions (applicable to all Sections of this Insurance)

1. Policy Voidable

This Insurance shall be Voidable in the event of non-disclosure, misrepresentation of misdescription in of any material fact or particular.

2. Observance

Observance of the terms of this Certificate relating to anything to be done or complied with by **You** is a Condition Precedent to any liability of Insurers.

3. Reasonable care

- a **You** at **Your** own expense must take all reasonable steps to prevent **Injury, Loss or Damage**.
- b **You** must maintain the **Buildings and Contents** in a sound condition and good repair.

4. Warranties

Every warranty shall, from the time the warranty applies, continue to be in force throughout the period of the Insurance and non compliance with any warranty insofar as it increases the risk shall be a bar to any claim.

5. Personal representatives

If **You** die, **Your** personal representatives will have the benefit of this insurance for the rest of the current period of insurance as long as, they tell Us, as soon as possible, about **Your** death, and they keep to all terms and conditions of this certificate.

6. Contracts (Right 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.

7. Cancellation

We may cancel the certificate by writing to **Your** insurance agent confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel the certificate by giving Us written instructions.

If **You** or **We** cancel the certificate, and **You** have not made a claim during the current period of insurance, **We** will refund the premium, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £25.00 + IPT + administration fee.

8. Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.

9. Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and recover any **Money We** have paid to **You** or **Your** representative.

10. Governing law

Under UK law **You** and **We** can choose the law that will apply to this insurance contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by and interpreted in accordance with English law.

General Conditions (applicable to all Sections of this Insurance) continued

11. Other insurance

If **You** have any other insurance certificates which cover the same **Loss, Damage** or liability as this certificate, **We** will pay only **Our** share of any claim.

12. Rights to recovery

We may take, or ask **You** to take any action necessary to recover from a third party any costs **We** become liable for under this certificate. **We** may do this before or after **We** pay **Your** claim.

13. Non-Invalidation Clause

This insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the **Buildings insured** without **Your** knowledge provided that **You** notify Us immediately on becoming aware and pay any additional premium that may be required from the date of such change.

14. Data Protection Act 1998

You should understand that any information **You** have provided will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

General Exclusions

This Certificate does not cover the following:

- 1 Existing **Damage**
 - a Any **Loss** or **Damage** occurring before the start of this Certificate
 - b Any **Loss** or **Damage** deliberately caused by **You** or anyone working on **Your** behalf
- 2 Redevelopment, Building and construction work(s)
Any **Loss** or **Damage** caused as a result of or in consequence of Building work(s) falling outside of and not categorized within the definition of **Renovation**.
- 3 Use of the **Buildings**
 - a Any **Loss** or **Damage** caused by any portable heaters.
 - b Costs for keeping to any requirements or regulations **You** knew of before the **Loss** or **Damage** occurred.
- 4 **Loss** of value and consequential financial **Loss**
 - a **Loss** of value of the **Buildings**, **Contents** or any other property **insured**.
 - b Consequential **Loss** (that is any **Loss** which happens as a result of, or has any side effect financial, economic or otherwise, as a result of any **Loss** to the **Buildings** or **Contents You** have **insured**).
- 5 Any **Loss** or **Damage** caused by wear and tear or any gradually operating cause.
- 6 **Loss** or **Damage** caused by domestic pets or by insects or vermin.
- 7 Pairs and sets
The cost of replacing or altering any undamaged part or item forming part of a set.
- 8 Property not covered
 - a Living creatures.
 - b Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them.
 - c Property more specifically **insured** by any other certificate
 - d Plants, trees and shrubs in the garden.
- 9 Property being confiscated or detained by any government or public or local authority.
- 10 Sonic bangs
Any **Loss** or **Damage** from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.
- 11 Diminution in value
Any reduction in value of the property **insured** following repair or replacement paid for under this insurance.
- 12 War Exclusion
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 a **Damage** to property by or under the order of any government or public or local authority.

General Exclusions (continued)

13 Radioactive Contamination and Nuclear Assemblies Exclusion

- 1 Any **Loss** or destruction of or **Damage** to any property whatsoever, or any **Loss** or expenses whatsoever resulting or arising therefrom or any consequential **Loss**
- 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 radioactive 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.
 - iii the causing, occasioning or threatening of harm of whatever means:
 - iv 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.

14 Terrorism Exclusion

Any **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 insurance 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 insurance also excludes **Loss, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any **Loss, Damage**, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the assured.

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

Complaints Procedure

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact the insurance agent who sold **You** this insurance. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to the Managing Director at Commercial Express Quotes Ltd. There address is: -

Managing Director
Commercial Express Quotes Ltd
Unit 4
Castlegate Court
Castlegate Way
Dudley
DY1 4RD

If the matter is not resolved to **Your** satisfaction, please write to:

Compliance Officer
Navigators Insurance Company Limited
7th Floor, No. 2 Minster Court
Mincing Lane
London
EC3R 7AE

Complaints that cannot be resolved by Navigators may be referred to the Financial Ombudsman Service who can be contacted at

Financial Ombudsmen Service
South Quay Plaza
183 Marshall Wall
London
E14 9SR