

# companion

## **Commercial Unoccupied Property Policy Wording**



**Arranged by  
Moorhouse Group Limited  
Barclay House  
2 - 3 Sir Alfred Owen Way  
Caerphilly CF83 3HU**

This is your Commercial Unoccupied Property Insurance policy document.

If **you** have any questions about **your** policy or documents, please contact Moorhouse Group Ltd who will be pleased to help **you**.

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# THE CONTRACT OF INSURANCE

This policy has been arranged by Moorhouse Group Ltd and the insurance is underwritten by HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London, EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

This is to certify that the insurer in consideration of the premium specified on the **schedule** agrees to indemnify the insured in respect of cover detailed within this policy.

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

This policy wording, schedule and any **endorsements** are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the policy are in force and contain details of the cover. All the documents should be read carefully, paying particular attention to the General Exclusions and General Conditions which apply to the whole policy.

This policy sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, this insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

## **The 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. However, this does not affect any other rights they may have.

## **Data Protection**

Our Data Protection policies and procedures are designed to help keep personal data safe and to reduce the risks to personal data processed by our firm. These apply to anything that can be done to records, including obtaining, recording, holding, storing, disclosing, publishing, typing, writing, destroying or disposing. These are intended to help us comply with our obligations under the General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018.

For the purposes of Data Protection Law s the data controller of your information is Moorhouse Group Limited.

The link to our website is: <https://www.constructaquote.com/privacy-notice/>

Contact Details:

Data Protection Officer  
Moorhouse Group Ltd  
Barclay House  
2-3 Sir Alfred Owen Way  
Caerphilly  
CF83 3HU  
[compliance@moorhousegroup.co.uk](mailto:compliance@moorhousegroup.co.uk)

The link to the insurers website is: <https://www.tmhcc.com/en/legal/privacy-policy>

Contact details:

Data Protection Officer  
TMHCC  
1 Aldgate  
London  
EC3N 1RE  
[DPO@tmhcc.com](mailto:DPO@tmhcc.com)

### **Financial Services Compensation Scheme**

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

Signed for and on behalf of HCC International Insurance Company plc



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**Linda Haggitt**  
**Chief Operating Officer**  
**Moorhouse Group Ltd**

## Definitions

The following words or phrases in bold have the same meaning whenever they appear in this document, schedule and **endorsements**.

### Building(s)

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, metal, including interior decorations and fixtures and fittings, all of which are owned by **you** or for which **you** are legally responsible.

### Employee(s)

Any person under a contract of service or apprenticeship with you or your family.

### Endorsement(s)

A change in the terms and conditions of this insurance agreed by **you** and **us**. Endorsements which apply to **your** insurance (if any) will be shown in **your** schedule.

### Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which we accept **your** premium.

### Property

The premises at the **situation** shown in the schedule as the risk address.

### Situation

The property and the land, within the boundaries belonging to it, specified in the schedule.

### Unoccupied

The property stated in the schedule shall be deemed as unoccupied if:

- a) it is left unattended for more than three consecutive days, or
- b) it is reasonably expected to be left unattended for more than three consecutive days.

### We, us, our, insurer(s)

The insurer named on the schedule, which is HCC International Insurance Company plc who have insured you under this contract.

### You, your

Those named in the schedule as the insured.

## Section one: Buildings

The schedule will show if this cover applies.

What is covered	What is not covered
<p><b>Insured events</b></p> <p>Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following events:</p>	<p>The first £500 of every claim except for Insured events 13.</p>
<p>1 Fire and smoke.</p>	
<p>2 Lightning</p>	
<p>3 Explosion.</p>	
<p>4 Earthquake.</p>	
<p>5 Collision with aircraft and other flying objects or anything dropped from them.</p>	
<p>6 Riot, civil commotion, strikes and labour or political disturbances.</p>	
<p>7 Being hit by any vehicle, train or animal.</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused by pets.</li> <li>• Loss or damage caused to:               <ul style="list-style-type: none"> <li>– paths or drives by the weight of any vehicle; or</li> <li>– roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</li> </ul> </li> </ul>
<p>8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.</p>	<ul style="list-style-type: none"> <li>• Loss or damage to the radio or television aerials, or satellite dishes themselves or their fittings or masts.</li> </ul>
<p>9 Falling trees or branches, telegraph poles or lampposts including the cost of removing fallen trees or branches if the <b>buildings</b> have been damaged at the same time.</p>	<ul style="list-style-type: none"> <li>• Loss or damage:               <ul style="list-style-type: none"> <li>– to fences and gates; or</li> <li>– caused by cutting down or trimming trees or branches.</li> </ul> </li> </ul>

## Section one: Buildings (continued)

What is covered	What is not covered
10 Theft or attempted theft.	<ul style="list-style-type: none"> <li>• Loss or damage:               <ul style="list-style-type: none"> <li>– caused by anyone lawfully on the <b>premises</b>;</li> <li>– unless there has been a forced and violent entry or exit into or out of the <b>buildings</b>.</li> <li>– resulting from deception unless entry to the property is gained by such means.</li> </ul> </li> </ul>
11 Malicious acts or vandalism.	<ul style="list-style-type: none"> <li>• Loss or damage caused by anyone lawfully on the <b>premises</b>.</li> <li>• Any claim for plate glass.</li> <li>• Resulting from and including, graffiti.</li> </ul>
12 Flood.	<ul style="list-style-type: none"> <li>• Loss or damage to fences and gates.</li> <li>• Loss or damage caused by:               <ul style="list-style-type: none"> <li>– frost;</li> <li>– subsidence, heave or landslip</li> <li>– rising ground water levels.</li> </ul> </li> </ul>
13 Escape of oil from fixed fuel tanks, apparatus or pipes and smoke damage resulting from a defect in any fixed heating installation.	<ul style="list-style-type: none"> <li>• The first £1,000 of every claim.</li> <li>• Loss or damage               <ul style="list-style-type: none"> <li>– to fixed fuel oil tanks in the open;</li> <li>– caused by gradual emission;</li> <li>– caused by faulty workmanship</li> </ul> </li> </ul>
14 a) Escape of water from fixed tanks, apparatus or pipes. b) Frost damage to fixed water tanks, apparatus and pipes.	<ul style="list-style-type: none"> <li>• Loss or damage caused by:               <ul style="list-style-type: none"> <li>– subsidence, heave or landslip;</li> <li>– gradual emission;</li> <li>– faulty workmanship;</li> <li>– escape of water from automatic sprinkler installations;</li> </ul> </li> <li>• Loss or damage as a result of repairs or alterations of water pipes, water mains, water tanks or water apparatus.</li> </ul>
15 Storm.	<ul style="list-style-type: none"> <li>• Loss or damage to;               <ul style="list-style-type: none"> <li>– fences and gates;</li> <li>– roofs constructed of timber and felt exceeding 12 years of age.</li> </ul> </li> <li>• Loss or damage caused by:               <ul style="list-style-type: none"> <li>– frost;</li> <li>– subsidence, heave or landslip;</li> <li>– rising ground water levels.</li> </ul> </li> </ul>

## Extra benefits included with buildings

We will also cover the following.

<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p><b>1 Rent Receivable/Ground Rent Payable</b></p> <p>In the event of loss or damage to the <b>property</b> by an insured event such that is rendered uninhabitable, <b>we</b> will pay:</p> <ol style="list-style-type: none"> <li>a) for the amount of rent receivable by <b>you</b> which is lost; or</li> <li>b) an amount equal of rent receivable by <b>you</b>;</li> </ol> <p>but only in respect of the period reasonably necessary to repair the <b>property</b>.</p>	<ul style="list-style-type: none"> <li>• Any amount over 15% of the sum insured on the <b>buildings</b> for any one claim unless stated otherwise in the policy schedule</li> </ul>
<p><b>2 Accidental Damage to Underground Services</b></p> <p>The cost of repairing accidental damage to any underground main water, gas, sewer or drain pipe, underground electricity or telephone cable extending from the <b>property</b> to the public supply for which <b>you</b> are legally liable.</p>	<ul style="list-style-type: none"> <li>• Loss or damage to any land drainage pipe.</li> <li>• The cost of clearing any blocked drain, drainpipe or sewer pipe.</li> </ul>
<p><b>3 Additional Expenses</b></p> <p><b>We</b> will pay the necessary and reasonable expenses that <b>you</b> incur following loss or damage to the <b>property</b> by an insured event in respect of:</p> <ol style="list-style-type: none"> <li>a) removal of debris, demolition, shoring or propping up; or</li> <li>b) architects', surveyors', structural engineers', legal and other fees; or</li> <li>c) complying with any government or local authority requirement.</li> </ol>	<ul style="list-style-type: none"> <li>• The first £500 of every claim unless stated otherwise in the policy schedule.</li> <li>• Any fees for preparing a claim or estimate of loss under this policy.</li> <li>• Expenses resulting from notice served on you prior to the date of loss or damage.</li> <li>• The cost of making the site stable</li> </ul>



## Settling claims

**We** will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed or make a payment in respect of the damaged parts if:

- the sum insured is enough to rebuild **your buildings**;
- the repair or rebuilding is carried out as soon as possible after **we** give **our** approval (other than emergency repairs, which should be carried out without delay); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **property** immediately before the damage and its value after the damage.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

### Sum insured

The most **we** will pay under Section one: Buildings is the sum insured for **buildings** shown on the schedule and adjusted in line with index linking. This includes the extra expenses and fees listed under Extra benefit 2 (Building fees and the cost of removing debris) in Section one: Buildings.

### Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

### Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

### Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out without delay.

**We** will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

## Section two: Property Owners Liability

Where Section one: Buildings is shown as covered in the schedule, the insurance will include **your** liability as owner of the **property**.

For the purpose of this section, bodily injury will include death and disease.

### What is covered

#### Liability as the owner of the property

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, claimants' costs and expenses arising from **your** action as owner of the **situation**

### What is not covered

**You** are not covered for liability arising:

- 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:
  - power-operated lift;
  - mechanically propelled or horse-drawn vehicle.
- for bodily injury to any **employee**;
- for loss or damage to property belonging to or held in trust by, or in the custody or control of, you or your **employee**;
- for the ownership, tenure or occupation of any land or building other than those at the **situation**;
- which is insured by or would but for the existence of this section be insured by any other insurance.

### 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.

## General exclusions

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- 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 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) Any loss or damage to the property resulting from any deliberate, malicious or wilful act by you.
- f) Diminution of market value beyond the cost of repair or replacement.
- g) 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.
- h) The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the buildings. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at the situation, including where you are working in your capacity as a professional tradesman.
- i) Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, moth, any gradually operating cause, mechanical or electrical breakdown.
- j) Indirect loss of any kind

### UK Millennium Exclusion

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, programme 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

## General exclusions (continued)

- (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

1. Fire and/or Lightning
2. Explosion
3. Aircraft or other aerial devices or articles dropped therefrom
4. Impact by road vehicles or animals
5. Riot or civil commotion
6. Strikers, locked-out workers, or persons taking part in labour disturbances
7. Malicious persons
8. Earthquake
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. 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 listed 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, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the **insured** or not.

### Northern Ireland Exclusion

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:

## General exclusions (continued)

- 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.

### Electronic Data Exclusion

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

- i) 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.

"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.

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

### Listed perils

Fire  
Explosion

### 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

## General exclusions (continued)

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 backup 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 you or any other party, even if such electronic data cannot be recreated, gathered or assembled.

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

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

### Sanction Limitation and Exclusion Clause

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if 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.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America

### Infectious or Contagious Disease exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- i. infectious or contagious disease;
- ii. any fear or threat of a) above; or
- iii. any action taken to minimise or prevent the impact of i. 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.

## General exclusions (continued)

### Cyber and Data Exclusion

We will not pay for any:

a) Cyber

- loss, damage, liability, cost or expense caused deliberately or accidentally by:
- i. the use of or inability to use any application, software, or programme;
  - ii. any computer virus;
  - iii. any computer related hoax relating to a) i and/or a) ii above.

However, where:

- a fire or explosion occurs as a result of a) i or a) ii above;
- an escape of water occurs as a result of a) i or a) ii above; or
- a theft or attempted theft immediately follows a) i or a) ii above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, we will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

b). Electronic Data loss of or damage to any electronic data (for example files or images) wherever it is stored.

## General conditions

The following conditions apply to the whole of your insurance.

- a) **You** must comply with the terms and conditions of this insurance.
- b) Cover under this insurance 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.
- c) **Reasonable Care**  
**You** and any person seeking the benefit of this insurance 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.

An authorised person must inspect the inside and outside of the **property** at least once every 14 days and a record must be kept of the visit and any fault logged must be corrected immediately. All letterboxes and other openings must be secured shut.

- d) **Protections Clause**  
All security devices at the **property** must be maintained in good order throughout the **period of insurance** and be in use at all times when the property is left **unoccupied**.
- e) **Your duty to disclose information**  
If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:
  - refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which we would not otherwise have offered; or
  - only pay a proportion of the claim if **we** would have charged more for your insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may:

  - treat this insurance as if it never existed;
  - decline all claims; and
  - retain the premium.
- f) **Telling us about a change**  
**You** must inform **us** as soon as possible of any change in **your** circumstances which increases the risk of loss, 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. **We** have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under this insurance, provided they fulfil the terms of this policy and they inform **us** as soon as possible.

- g) **Cancellation**

You may cancel the insurance by contacting Moorhouse Group Limited within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. We will return any premium you have paid providing you have not made a claim.



## General conditions (continued)

**You** may cancel this insurance after the first 14 days, by contacting Moorhouse Group Limited. **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

**We** can cancel this insurance by giving **you** 14 days notice in writing where there is a valid reason for doing so. **We** will refund the part of **your** premium which applies to the remaining period of insurance (providing **you** have not made a claim). **We** will send our cancellation letter to the address shown on the schedule and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment within 14 days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 7 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.
- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **we** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers

### h) Claims

When **you** become aware of a possible claim under this insurance, **you** must notify **us** as soon as reasonably possible.

For loss or damage claims, **we** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information. **You** must also tell the police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.

Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any **property** is later returned to **you**. **You** must take all reasonable care to limit any loss, damage or injury.

**You** must not abandon any property to **us** without our written permission.

For Liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without our written permission.

### i) Defense of Claims

**We** may:

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

## General conditions (continued)

- j) **We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered
- k) 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.
- l) **Fraudulent Claims**  
**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:
- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
  - makes a statement to support a claim, knowing the statement is false;
  - submits a document in support of a claim knowing the document to be forged or false in any way;
  - makes a claim for any loss or damage which **you** knew about or deliberately caused
- we:**
- will not pay the claim and all cover under this policy will cease;
  - will not pay any other claim which has been or will be made under the policy;
  - may at **our** option declare the policy void;
  - will be entitled to recover from **you**, the amount of any claim we have already paid under the policy since the last renewal date;
  - will not return any premiums **you** have paid; and
  - may inform the Police.

## Making a claim

To make a claim, please contact

Gallagher Bassett Technical  
Telephone: 01443 229513  
Facsimile: 01443 229995  
Email: [uk.gbtechnical.adjusting@gbtpa.com](mailto:uk.gbtechnical.adjusting@gbtpa.com)

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to:

Gallagher Bassett Technical  
Units 1 & 2, Ground Floor  
Magden Park  
Llantrisant  
Rhondda Cynon Taff  
CF72 8XT

Gallagher Bassett handle claims on behalf of Underwriters at Lloyd's. Professional staff are available to assist you whether you need a claim form, advice on emergency repairs or any other aspect of your claim.

Alternatively, if **you** prefer, please contact Moorhouse Group Ltd or your Broker.

To enable your claim to be dealt with quickly your Insurer will require you to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

## 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** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you** **your** policy using the contact details below who will try to resolve **your** complaint within three working days:

The Complaints Manager,  
Moorhouse Group Limited,  
Barclay House,  
2-3 Sir Alfred Owen Way,  
Caerphilly,  
CF83 3HU.

By email: [complaints@moorhousegroup.co.uk](mailto:complaints@moorhousegroup.co.uk)

By Telephone: +44(0)8081 686868

After three working days, in the event that **you** remain dissatisfied, your complaint will be passed to your insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance,

Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE

By email: [tmhcccomplaints@tmhcc.com](mailto:tmhcccomplaints@tmhcc.com)

By telephone: +44(0)20 7702 4700

**Your** insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer **your** complaint to the Financial Ombudsman Services (if eligible).

### Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from "fixed lines" in the UK)

+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Online Dispute Resolution Platform

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) **you** may also make **your** complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.