

# Beech Underwriting Agencies Ltd

## Unoccupied Property

### Certificate Wording



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This is to certify that in accordance with the authorisation granted under Contract Number 'B1262BW00601 to Beech Underwriting Agencies Ltd by certain **UNDERWRITERS** at Lloyd's, whose names and proportions by them, will be supplied on application, can be ascertained by reference to the said Contract which bears the seal of Lloyd's **CERTIFICATE** Signing Office. In consideration of the premium specified herein, the said **UNDERWRITERS** are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

**UNDERWRITERS** agree to the extent and in the manner detailed, to indemnify the **ASSURED** against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

**PROVIDED** always that:

- the liability of the **UNDERWRITERS** shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the **UNDERWRITERS**;
- this **CERTIFICATE** insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.
- this **CERTIFICATE** is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

100% with certain **UNDERWRITERS** at Lloyd's as evidenced by contract number B1262BW00601

Our Agreement

In deciding to accept this insurance and in setting the terms and premium, we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your **CERTIFICATE**.

Please tell your **BROKER** within 14 days of becoming aware of any changes to the information you provided when applying for this insurance. Please contact your **BROKER** if you require a copy of your application form / statement of fact or your schedule.

When we are notified of a change, we will tell you whether this affects your **CERTIFICATE**. For example whether we are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to your **CERTIFICATE**. If we are not able to accept the change and it becomes necessary to cancel this insurance, we will do so as described within the cancellation conditions contained within the **CERTIFICATE**.

Please read the whole document carefully. It is arranged in different sections. It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your **BROKER** immediately if this document is not correct or if you would like to ask any questions.

Important Notice:

Please note that if the information provided by you is not complete and accurate, we may:

- cancel your **CERTIFICATE** and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or revise the extent of cover or terms of this insurance

#### COMPLAINTS PROCEDURE:

Any complaint should be addressed in the first instance to your intermediary  
If following the above procedure your complaint has now been resolved and you remain dissatisfied you should write to: Beech Underwriting Agencies Ltd, 12-13 Starnes Court, Union Street, Maidstone, Kent, ME14 1EB, Telephone 01622 755218.

In the event of the situation not being resolved the **Insured** may in certain circumstances contact the Complaints Department at Lloyd's at the following address:

Policyholder and Market Assistance  
One Lime Street  
London  
EC3m 7HA  
Telephone: 020 7327 5693  
Fax No: 020 7327 5225  
Email: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Helpline: 0800 023 4567  
Switchboard: 020 7964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If we are not able to meet our liabilities under this insurance, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). You can get more information from the FSCS or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk)

Lloyd's are authorised and regulated by the Financial Conduct Authority.

#### LANGUAGE AND LAW APPLICABLE TO THE CONTRACT

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.

This is a legal document and should be kept in a safe place.

Please read the **CERTIFICATE** and Schedule carefully. If they do not meet your needs, return them to us or your **BROKER** or agent.

#### MAKING A CLAIM:

In accordance with the claims notification, see page 9 and general condition 2 of this wording, all claims should be notified in the first instance to:

Davies Group Ltd  
PO BOX 2801  
Trinity Street  
Stoke-on-Trent  
ST4 9DN

Tel: 0844 856 2425

Email: [newclaims.canopuscommercial@davies-group.com](mailto:newclaims.canopuscommercial@davies-group.com)

## **GENERAL DEFINITIONS**

### **ASSURED**

means the person, company, partnership or other organisation named in the **CERTIFICATE** Schedule as the Insured, including any subsidiary companies of the Insured notified to and accepted in writing by the Insurers.

Where the **ASSURED** is a partnership, all reference to a “director” in the **CERTIFICATE** shall mean “partner”.

### **UNDERWRITERS**

The **UNDERWRITERS** at Lloyd's who have a share in this contract of insurance.

### **BROKER**

The insurance **BROKER** or intermediary arranged this contract of insurance on **your** behalf.

### **CERTIFICATE**

The schedule is part of this contract of insurance and contains details of you, the premises, the sums insured, the **PERIOD OF INSURANCE** and the sections of this contract of insurance which apply.

### **PERIOD OF INSURANCE**

means the period between the dates specified in the **CERTIFICATE** Schedule commencing and ending at one minute past midnight (00.01 am) unless specified otherwise in the **CERTIFICATE** Schedule.

### **BUILDINGS**

The building situated at the address shown on the Schedule (or as subsequently endorsed) being built of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredient. Interior decorations and landlord's fixtures and fittings.

Outbuildings including garages, fixed fuel tanks, swimming pools, tennis courts, drives, patios, terraces and walls all owned by the **ASSURED**.

### **UNOCCUPANCY / UNOCCUPIED / UNATTENDED**

Vacant premises with no inhabitants or occupants.

## SECTION A MATERIAL DAMAGE

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This Insurance covers the property described and for amounts not exceeding the respective sums insured, all of which are set forth in the Schedule or as subsequently endorsed hereon.

**UNDERWRITERS** agree to the extent and in the manner provided herein to indemnify the **ASSURED** against loss or damage to the said property occurring during the period of this insurance; directly caused by the following perils, unless detailed otherwise within the **CERTIFICATE** schedule:-

1. A) FIRE and/or LIGHTNING  
B) Fire consequent upon explosion wherever the explosion occurs.
2. EXPLOSION  

Excluding loss or damage by explosion (other than loss or damage by fire resulting from explosion) caused by the bursting of a boiler(not being a boiler 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 the control of the **ASSURED**.
3. AIRCRAFT and other aerial devices or articles dropped therefrom.
4. EARTHQUAKE shock, or fire directly caused by earthquake.
5. STORM, TEMPEST, FLOOD Excluding:
  - a) Loss or damage caused by subsidence, landslip or heave.
  - b) Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.
6. ESCAPE OF WATER from and FROST DAMAGE to fixed water tanks, apparatus or pipes. Excluding:
  - a) loss or damage caused by subsidence, landslip or heave
  - b) loss or damage to domestic fixed fuel oil tanks and swimming pools
7. ESCAPE OF OIL from fixed domestic oil –fired heating installation and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation. Excluding:
  - a) loss or damage due to wear and tear or gradual deterioration
  - b) loss or damage caused by gradual emission
  - c) loss or damage caused by faulty workmanship
8. THEFT or attempted theft consequent upon violent and forcible entry

## SECTION A MATERIAL DAMAGE – Continued

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9. IMPACT by any vehicle or animal
10. ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.

ADDITIONAL COVER: Following loss or damage by any of the insured perils, **UNDERWRITERS** will cover or provide:-

- A. ARCHITECTS AND SURVEYORS FEES necessarily incurred with **UNDERWRITERS'** consent in the reinstatement of the **BUILDINGS**, but EXCLUDING any expenses incurred in the preparation of a claim or an estimate of loss. **UNDERWRITERS'** maximum liability hereon shall be limited to 10% of the sum insured.
- B. REMOVAL OF DEBRIS: the cost incurred in removing debris, shoring up or demolition of **BUILDINGS**. **UNDERWRITERS'** maximum liability shall not exceed 5% of the sum insured.
- C. LOCAL AUTHORITY CLAUSE: any extra cost of reinstatement of the destroyed or damaged **BUILDINGS** made necessary to comply with Government, Local or other statutory Authority's requirements, but not where notice had been served upon the **ASSURED** by the said Authority prior to the loss or damage. This extension shall not apply to the undamaged part of the building or its foundations.

### SPECIAL CONDITIONS

#### BASIS OF SETTLEMENT AND REINSTATEMENT

In the event of a claim hereon the basis of any claim settlement shall be:-

The cost of repair OR replacement (whichever is the lesser) of the property hereby insured, in full without deduction for wear, tear and depreciation provided:-

- a) the sum insured represents not less than the cost at the time of repair or replacement of rebuilding all the property covered in the same form, size, style and condition as when new;
- b) the property covered is maintained in good repair;
- c) No claim will be payable hereon until the cost of repair or replacement has been incurred or otherwise agreed with **UNDERWRITERS**
- d) REINSTATEMENT of any loss or damage

In the event of a claim being settled in accordance with the basis of settlement, then the sum insured will be reduced by the amount of any such claim. However, it is agreed that subject to the payment of any additional premium required by **UNDERWRITERS**, the sum insured will be reinstated immediately.

ALL SUBJECT TO THE CONDITION OF AVERAGE AS SET OUT IN THE GENERAL TERMS AND CONDITIONS OF THE **CERTIFICATE**.

## SECTION B PROPERTY OWNERS LIABILITY

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As provided for in the Schedule.

It is hereby noted and agreed that this insurance shall cover all sums for which the **ASSURED** shall become legally liable to pay for in respect of:

Accidental bodily injury or illness to persons who at the time of such accident or illness were not engaged in the employ or the services of the **ASSURED**, and Accidental damage to property not belonging to or held in trust by the **ASSURED** or persons in the employ of the **ASSURED** all happening during the period specified in the Schedule following:-

- a) Defects in the building, including television and radio aerial masts and their fittings;
- b) defective sanitary arrangements
- c) repairs or alterations to the **BUILDINGS** but not where repairs or alterations are being carried out by the contractors or sub contractors working on the premises.

**UNDERWRITERS'** maximum liability under this extension for any one event consequent upon one cause shall be limited to £1,000,000, but **UNDERWRITERS** will, in addition, pay all law costs with their written consent. This indemnity does not apply to nor include liability arising:-

- i) under any contract entered into by the **ASSURED** unless such liability would have attached to the **ASSURED** even in the absence of such agreement;
- ii) from lifts, elevators or hoists;
- iii) from boilers or pressured plants other than domestic heating boilers;
- iv) from ownership of any property not insured hereon or subsequently endorsed hereon.

### SPECIAL CONDITIONS

### EXCESS CLAUSE

The excess shown on the Schedule shall be applicable to any loss under this section and shall be in addition to the excess under Section A.

### COMMON CONDITIONS

The terms and conditions under Section A, whether insured hereon or not shall apply in so far as this section is concerned and no liability shall be accepted hereon for the **ASSURED's** failure to comply with the said terms and conditions of Section A.



## **GENERAL CONDITIONS AND EXCLUSIONS**

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### 1. NON CONTRIBUTION

There shall be no liability under this insurance in respect of any claim where the **ASSURED** is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This condition does not apply to fatal injury.

### 2. CLAIMS NOTIFICATION

The **ASSURED** shall give to the **UNDERWRITERS** immediate notice in writing, with full particulars of any occurrence likely to give rise to a claim under this **CERTIFICATE**, of the receipt by the **ASSURED** of any notice of any claim, and the institution of any proceedings against the **ASSURED**. The **ASSURED** shall not admit any liability for, or offer to agree to settle, any claim without the consent of the **UNDERWRITERS** who shall be entitled to take over and conduct in the name of the **ASSURED** the defence of any claim and to prosecute for indemnity or otherwise against any Third Party and shall have full discretion in the conduct of negotiations and proceedings and the settlement of any claim. The **ASSURED** shall give to **UNDERWRITERS** such information and assistance as the **UNDERWRITERS** may reasonably require.

### 3. POLICE NOTIFICATION

In the case of loss or damage by theft, malicious damage, or any attempt there at, the **ASSURED** shall give immediate notice to the Police.

### 4. FRAUDULENT CLAIMS

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

### 5. GENERAL EXCLUSIONS APPLICABLE TO THE ENTIRE INSURANCE

No liability attaches under this **CERTIFICATE** in respect of loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever:

- i) directly or indirectly caused by, or contributed to by or arising from 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 or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- ii) directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of the Government or Public or Local Authority;

- iii) directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- iv) arising from pollution or contamination of whatsoever nature regardless of whether such loss or damage was caused by any peril hereby insured against;
- v) arising from 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 exclusion 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 the 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 the Insured.

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

- vi) arising from Damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of civil commotion or any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of, or in connection with, any "Unlawful Association";

For the purposes of this exclusion

"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 Criminal Damage (Compensation) (Northern Ireland) Order 1977.

"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 Insurers allege that by reason of the provisions of this exclusion any Damage is not covered by this **CERTIFICATE** the burden of proving that such Damage is covered shall be upon the Insured.

This overriding exclusion applies to this **CERTIFICATE** and to any extension thereof, unless such extension expressly cancels this overriding exclusion.

## 6. PERSONAL CONTRACT

This insurance shall be deemed to be a contract personal to the **ASSURED** and not assignable to any person, corporation or organisation without express notification being given to the **UNDERWRITERS** who may agree to the change by the issue of an endorsement.

7. FULL SUM INSURED CONDITION

The **ASSURED** shall maintain the sums insured as stated on the schedule or as subsequently endorsed to represent the full value as defined herein.

8. CONDITION OF AVERAGE (Not applicable to Property Owners' Liability)

This insurance is subject to the condition of Average, that is to say if the property insured shall at the time of any loss or damage, be of greater value than the sum insured, the **ASSURED** shall only be entitled to recover hereunder such proportion of the said loss or damage as the sum insured bears to the total value of the said property.

9. OCCUPANCY CLAUSE

This insurance shall apply specifically whilst the premises hereby insured are **UNOCCUPIED**. In the event of any changes **UNDERWRITERS** shall be notified within 14 days of such change taking place.

10. CANCELLATION CLAUSE including a cooling off period.

If you decided not to proceed with this policy, please return it within 14 days of receipt. Providing you have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, we will refund any premium you have paid

This insurance may be cancelled at any time by sending 14 (fourteen) days notice by recorded letter to the **ASSURED** at his last known address. Should the **ASSURED** wish to cancel at any point after the initial 14 days, instructions to this effect should be sent to the **ASSURED's** insurance **BROKER** in writing and a pro rata return premium shall be given, unless specifically agreed otherwise, excluding any fees, subject to there having been no claims made.

11. PAYMENTS ON ACCOUNT

At the discretion of **UNDERWRITERS** payments on account will be made to the **ASSURED** as requested, subject to the terms and conditions of the **CERTIFICATE**.

12. UNOCCUPANCY AND PROTECTIONS CLAUSE

(i) Warranted services other than supply to alarm systems are switched off at the mains and the water pipes drained.

(ii) Liability will not attach to **UNDERWRITERS** unless all fastenings and protections declared in the proposal form or a statement of fact and accepted by **UNDERWRITERS**, or subsequently endorsed hereon, shall be activated, and in actual and complete operation whenever the premises are left unattended by the **ASSURED**, his representative builder or other contractor employed by or on behalf of the **ASSURED**.

(iii) It is warranted that the **ASSURED** or his representatives visit the premises for internal & external inspection purposes at least once every seven (7) days, a record of all inspections be kept and any defects revealed by such inspections remedied immediately.

(iv) All waste and other disused combustible materials must be cleared from the building and removed from the Premises at least once a week.

#### 14. EXCESS CLAUSE

The excess shown on the Schedule shall be the amount deducted from each and every loss agreed by **UNDERWRITERS** hereon.

#### 15. CONTRACTORS CLAUSE

This insurance shall EXCLUDE losses arising out of building operations, renovation or refurbishment including loss or damage caused by contractors or sub-contractors working on the premises.

#### 16. ELECTRONIC DATA CLAUSE

This insurance shall EXCLUDE:

any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever or resulting from or consequent on or concurrent with any cause whatsoever;

any costs, expenses or liability arising out of or from loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data (including but not limited to loss of use, reduction in functionality or costs of reproducing Electronic Data);

This exclusion shall not apply to Damage, injury or liability arising out of fire or explosion directly caused by loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data.

#### 17. ELECTRICAL CIRCUIT MAINTENANCE CONDITION

It is a condition precedent to liability that fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every 3 year period and an IEE test certificate is issued showing no deviations.

#### 18. REASONABLE PRECAUTIONS

The **ASSURED** must at their own expense take all reasonable steps to prevent, or if the **ASSURED** cannot prevent, minimise, any damage to everything which is covered by this insurance or any potential injury to employees or the public. The **ASSURED** must keep all of their buildings, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair. If the **ASSURED** discover any defect or danger, they must make it good as soon as possible and in the meantime take such additional precautions as circumstances require

