

CX Tenants Contents Certificate Wording

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG32100 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "**Underwriters**" and in consideration of the premium specified herein.

This is to certify that the **Insured** having made to the **Underwriters** a proposal which shall be the basis of this contract and in consideration of the payment by the **Insured** of the premium specified in the schedule in accordance with the written authority (which number is shown in the schedule) allows Your broker or insurance advisor to sign and issue this Certificate on behalf of **Underwriters** whose syndicate numbers are given in the authority and said **Underwriters** are hereby bound each for his own part and not one for another their Heirs Executors and Administrators to indemnify the **Insured** to the extent and in the manner detailed herein or endorsed hereon during the period of insurance subject to the terms Exceptions and Conditions contained herein or endorsed hereon.

For and on behalf of **Underwriters**:

Signed:

A circular stamp with the text "COMMERCIAL EXPRESS QUOTE" around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

Authorised Signatory

IMPORTANT

This Certificate is a legal contract and it is important that **You** examine it carefully to make sure that it meets **Your** requirements. If it does not, or **Your** requirements change, please let us know right away. **You** are reminded of the need to tell us immediately of any facts or changes which **We** would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the Certificate, or may result in the Certificate not operating fully.

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.

Contents

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

Home

The insured property as stated in the schedule.

Insured/You/Your

The person or people named in the Certificate Schedule

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.

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/Us/Our/Underwriters

Certain Underwriters at Lloyd's

Contents Insurance

We will cover **You** for loss of or **Damage** to the **Contents** in **Your Home** or its outbuildings or private garage caused by the following insured events.

We will not cover **You** for the Certificate excess which is shown under in the Certificate Excesses section of this Certificate.

We will not cover loss of or damage to property used only or mainly for business or professional purposes.

Insured Perils

- 1 Fire, explosion, lightning and earthquake
- 2 Riot, civil commotion, strikes, labour or political disturbances
Excluding
 - a Loss or damage while the **Home** is **Unoccupied**
- 3 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**
- 4 Storm or Flood
Excluding
 - a Loss of or damage to **Contents** in the open
 - b Loss of or damage caused by frost
 - c Loss of or damage caused by a change in the water table
- 5 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
- 6 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 if the **Home** is shared with or lived in by non-family members unless following violent and forcible entry to the **Home**
 - d Any amount over £1,500 from outbuildings and garages
- 7 The **Home** 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 of or damage arising from the cutting down of trees
- 8 Subsidence or heave of the site the **Home** stands on or landslip
Excluding
 - a Loss or damage caused by the settlement or movement of made up ground 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 **Home**
 - 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
 - g Loss or **Damage** which originated prior to the Inception of this cover
 - h We will not pay for normal settlement or bedding down of new structures

However, the maximum recoverable any one item is limited to £1,500.

Contents Insurance (continued)

We will also cover:

1 **Valuables** limited to 15% of the **Contents** sum insured stated in the schedule with a limit of £1,500 any one item.

2 Food in Freezers

We will pay up to £250 anyone event for loss of or damage to food in a freezer within Your **Home** caused by a rise and fall in temperature or contamination by the refrigerant or refrigerant fumes.

Exclusions

A Loss or damage as a result of a deliberate act by **You** or the electricity company

B Food held for business purposes

C Loss or damage whilst Your **Home** remains **Unoccupied** for more than 30 consecutive days

3 Theft of Keys

We will pay if the keys to the locks of external doors of the **Home** or alarm systems or domestic safes fitted to the **Home** are stolen. We will pay up to a maximum of £250 any one occurrence towards the cost of replacing the locks or lock mechanism.

4 Alternative Accommodation/Loss of Rent

We will pay **You** up to 20% of the contents sum insured (limited to £2,000 in all) to reimburse **You** for up to 1 months rent for up to 1 months rent **You** are legally liable to pay and/or alternative accommodation whilst your **Home** is uninhabitable following loss or damage which is covered by this insurance

5 **Damage** to Landlords Fixtures and Fittings

We will also pay up to £2,500 if **You** as tenants are legally liable for **Damage** to Landlords Fixtures and Fittings in the **Home** caused by perils 1, 2, 6 and 7 as covered in this section.

6 Theft of **Money**

We will pay up to £200 anyone event whilst in the **Home**.

7 Theft of Pedal Cycle

We will not pay more than £400 any one pedal cycle.

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 the control of the **Insured**
- c 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
- d We will not pay for acts of fraud or dishonesty
- e We will not pay for disappearance unexplained or inventory shortage misfiling or misplacing of information
- f 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
- g We will not pay for mechanical or electrical breakdown or derangement of machinery or equipment
- h We will not pay for bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the premises is **Unoccupied**
- i We will not pay for normal settlement or bedding down of new structures
- j We will not pay for damage to property as a result of its undergoing any process
- k We will not pay for damage to property in transit
- l 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
- m We will not pay for property or structures in the course of construction or erection
- n We will not pay for any damage specifically excluded elsewhere under the **Contents** section
- o We will not pay for damage caused by tearing or fouling or chewing by animals
- q We will not pay for **Loss** or **Damage** to the interior of any **Building** or to the **Contents**, caused by rain, snow, sand or dust, whether driven by wind or not, unless the **Building**, first sustains storm damage to its roof through which the rain, snow, sand or dust enters.
- r We will not pay for the cost of general maintenance or upkeep
- s Excluding and claim for **loss** or **damage** of more than £5,000

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.

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.



Legal Liability

1 We will pay any amount which **You** are legally liable to pay as compensation for accidental bodily injury to a person or loss of or damage to property, plus **Your** defence costs and expenses arising as occupier of **Your Home**

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
- c Legal Liability arising from **You** owning any land or building
- 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 of 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 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

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.

Subsidence, landslip and heave	£1,000 or the amount shown on Your schedule
Contents	£100
Whilst property is Unoccupied	£500
Third Party Property Damage	£250

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.
If **Your** loss occurs out of normal office hours contact us on telephone number 0845 6046615 or 02920 558639
- 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 Damage insured perils.
- 4 Tell the police immediately if damage has been caused by theft, attempted theft, malicious acts or vandals.
- 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.

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 the **Home** where the bodily injury 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 property.

General Conditions

You must keep to the terms and conditions of this Certificate. Failure to do so may invalidate Your claim.

Changes in circumstances

1. 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 property insured;
- b the use of the property (including if the property becomes **Unoccupied** for any reason); or
- c the property's structure
- d total cost of replacing the **Contents**

f any change to the material facts of the Certificate

As soon as You are aware that Your Home will be unattended for more than 21 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

If the Home is Unoccupied for more than 90 consecutive days all cover ceases.

2. Reasonable care

- a You must take all reasonable steps to prevent bodily injury and damage.
- b You must maintain the **buildings**, its protections and **Contents** in a sound condition and good repair.

3. 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.

4. 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.

5. Cancellation

We may cancel the Certificate by writing to You at Your last or known address 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 £98.75

6. Fraudulent claims

We will not pay for any claim which 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.

7. Governing law

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

8. 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.

General Conditions (continued)

9. 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.

10. 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.

11. Security Protection Warranty

We shall not be liable for loss or damage by theft or attempted theft arising out of non compliance with the following requirements:

- a) The door used, as the final exit from the **Home** shall be fitted with a suitable lock complying with British Standard 3621 or one of superior quality;
- b) All other external doors, unless secured as in a) above shall be fitted with top and bottom mortise or surface mounted bolts with detachable keys;
- c) Sliding patio doors shall be fitted with key operated security locks top and bottom;
- d) All external doors and windows as in d) above shall be secured using the above mentioned security devices whenever the **Home** is left unattended and the keys withdrawn the locks;
- e) When the household retires for the night all external doors, and the windows specific in d) except those in occupied bedrooms, shall be secured with security devices and the keys withdrawn from the locks.

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 Use of the Home
 - a Any loss or damage caused by cooking in rooms other than rooms that are fitted and designed as kitchens or in the case of bedsits areas that are specifically designed as a cooking area.
 - b Any loss or damage caused by any portable heaters.
 - c Costs for keeping to any requirements or regulations **You** knew of before the loss or damage occurred.
- 3 Loss of value and consequential loss
 - a Loss of value of the **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 or otherwise, as a result of any loss to the **Contents You** have insured).
- 4 Any loss caused by Wear and tear or any gradually operating cause.
- 5 Loss of or damage caused by domestic pets or by insects or vermin.
- 6 Pairs and sets
The cost of replacing or altering any undamaged part or item forming part of a set.
- 7 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.
- 8 Radioactive contamination
Loss of or damage or legal liability directly or indirectly caused by:
 - a ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;
 - b the radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- 9 Property being confiscated or detained by any government or public or local authority.
- 10 Sonic bangs
Any loss of 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 the Underwriters 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Complaints

Our aim is to provide a first class standard of service. However, if **You** have any cause for complaint, **You** should in the first instance, contact the intermediary who arranged this Certificate for **You**. If **You** are in any way dissatisfied with their response or require further information or assistance, then **You** should contact:

Commercial Express Quotes Limited
Unit 4, Castlegate Court,
Castlegate Way,
Dudley
DY1 4RD

If **You** are not satisfied with the way a complaint has been dealt with **You** may ask **Your Insurer/ Underwriter** to review **Your** case.

Certificate Holder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M &HA

Telephone number : 0207 327 5693
Fax number : 0207 327 5225
Email : complaints@Lloyds.com

If **You** remain dissatisfied and wish to make a complaint, and **You** are an eligible complainant, **You** may refer the matter at any time to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel No: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

Definition of an Eligible Complaint

An eligible complaint is either a private individual, a business with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of complaint.

Financial Services Compensation Scheme

Certain **Underwriters** at Lloyd's are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Certain **Underwriters** at Lloyd's are unable to meet its obligations to **You** under this contract. If **You** are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme

7th Floor, Lloyd's Chambers,
Portsoken Street
London E1 8BN

and on their website www.fscs.org.uk