

Static Caravan

Certificate Wording

Static Caravan Certificate Wording

Introduction

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage **You** sustain or legal liability **you** incur for accidents happening during the **Period of Insurance**.

Wherever the following words appear in bold in this policy they will have the meanings shown in the Definitions section.

This document, the **schedule** and any endorsement(s) attached form **Your** policy.

This document sets out the conditions of the policy between **You** and **Us**. It should be kept in a safe place.

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

- **You** check that the sections **You** have requested are included in the **schedule**;
- **You** check that the information **You** have given **Us** is accurate - see the Information **You** have given **Us** section;
- **You** notify **Your** broker as soon as practicable of any inaccuracies in the information you have given **us**;
- **You** comply with **Your** duties under each section and under the insurance as a whole.

Important Information - Information You have given Us

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

If **we** establish that **You** have deliberately or recklessly provided **us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **you** carelessly provided **Us** with false or misleading information it could adversely affect your policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **we** would have charged **you**; or

- cancel **Your** policy in accordance with the right to cancel condition below.

We or **your** insurance **broker** will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed; or
- need to amend the terms of **Your** policy.

If **you** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your broker** as soon as practicable.

Notifying **us** of any changes or inaccuracies

You must notify **Your broker**:

- without delay if **You** become aware that information you have given **Us** is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **Us** which happens before or during the **Period of Insurance**.

When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **we** will tell **You** if this affects **Your** insurance. For example, **we** may amend the terms of **Your** insurance, or require **you** to pay more for **your** insurance, or cancel **your** insurance in accordance with the cancellation clause below.

Important Information - "Policyholder Notices"

Cancellation

You can also cancel this policy at any time by writing to **your broker**.

We can cancel this policy by giving **you** thirty (30) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that we can no longer provide you with insurance cover;
- Non-cooperation or failure to supply any information or documentation we request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

Refund of Premium

You have a statutory right to cancel this policy by writing to your broker within fourteen (14) days of either:

- the date you receive this policy; or
- the start of the period of insurance

whichever is the later.

If this insurance is cancelled then, provided **you** have not made a claim, **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 **you** cancel this insurance outside of the statutory right period, there may be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

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

If **you** do not exercise your right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

If **You** or **US** cancel the certificate, and **You** have not made a claim during the current period of insurance, **We** shall calculate the proportionate premium for the period **You** have been insured and will refund any balance, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £25.00 + IPT + Any fees that have been paid

Claims

How to make a claim

To make a claim simply call our 24 hours claims help line telephone number: 0345 604 6615 or 02920 558639.

At the time of making a claim, you will be asked:

The **Certificate** number stated on your schedule and full details of the claim.

Things you must do

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

1. **You** must notify **your** broker as soon as practicable giving full details of what has happened.
2. **You** must provide **your broker** with any other information **we** may require.
3. **You** must forward to your broker as soon as practicable, but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document you receive.

4. **You** must inform the Police, as soon as practicable, following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so.

Defence of claims

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

To help us settle your claim

It is **your** responsibility to prove any loss and therefore **we** may ask you to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will: not pay the false or fraudulent claim and be entitled to recover any payments which have been made in respect of the fraudulent claim; have the option to treat the contract as having been terminated at the time of the fraudulent act (not the discovery of it) and need not return any premium; be entitled to refuse all claims arising after the fraud but remain liable for valid losses before the fraud.

Complaints and concerns

If **you** have any questions or concerns about **your** insurance or the handling of a claim **you** should, in the first instance, contact the Insurance Broker who arranged this insurance for **you**.

*Please quote **your** Policy number in all correspondence so that **your** concerns may be dealt with speedily.*

If **your** Insurance Broker is unable to resolve the complaint to **your** satisfaction by close of business the following day and **your** complaint relates to a claim then **you** should contact:

If Your complaint relates to any other matter including claims, You should contact:

The Complaints Manager

Commercial Express

B1 Custom House

The Waterfront

Level Street

Brierley Hill

DY5 1XH

Phone 0800 978 8007

Email complaints@commercialexpress.co.uk

If your complaint cannot be resolved by Commercial Express Quotes Ltd within 3 days you can raise the complaint with Us:

In respect of Sections A - E then please write to

The Complaints Manager

Ergo Versicherung AG, UK Branch

Munich RE GROUP offices

Plantation Place - 3rd Floor

30 Fenchurch Street

London

EC3M 3AJ

Phone 020 3003 7444

Complaints@ergo-commercial.co.uk

If **your** Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to **your** satisfaction then **you** may also have the right to refer **your** complaint to:

The Financial Ombudsman Service

Exchange Tower,

London,

E14 9SR

Phone: 08000 234 567

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

Authorisation and Regulation

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

Lloyd's are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. **You** or **your** representative can obtain the name of each of **us** and **our** respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

Our Firm Reference Number(s) and other details can be found on the Financial Services register at www.fca.org.uk.

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this policy. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Data Protection Act 1998

The data supplied by **you** will only be used for the purposes of processing **your** policy, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned herein.

We may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively, to protect **your** interests, or for fraud prevention and detection purposes, **We** may disclose data **you** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies and similar.

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Law and Jurisdiction

Unless specifically agreed to the contrary this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Definitions

Certificate

The entirety of the **Certificate**, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the **Certificate** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Certificate** shall be construed as referring to the entire **Certificate**.

Contents means Household linen, clothing and personal belongings which belong to or are the legal responsibility of **You** or **Your Family** while they are in your holiday caravan.

Damage/Damaged accidental loss, destruction or damage to the **Holiday Caravan** and **Contents**.

Defined Peril means fire, lightning, explosion, earthquake, storm or flood, freezing or escape of water from of fixed water or heating systems, washing machines or dishwashers, oil escaping from a fixed heating system, riot, civil commotion, strike, labour or political disturbance, malicious persons, theft or attempted theft, falling trees or branches, falling television or radio aerials, aerial fittings or masts, collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

Excess means the first part of any claim for loss or damage for which **You** are responsible.

Family means your spouse/partner, children, parents and other relatives and friends using the **Caravan** with **Your** permission.

Fees means fees which have to be paid to repair or replace the **Holiday Caravan** other than costs which **You** incur to submit a claim under this policy.

Geographical Limits means United Kingdom

Holiday Caravan means the caravan together with outbuildings used for domestic purposes including all fixtures, fittings, furniture, furnishings, electrical equipment, utensils and gas bottles kept in it, and also gas bottles attached to the caravan.

Insured Event

A claim **You** have made under a section of this **Certificate** for which **Underwriters** have agreed to provide indemnity.

Market Value means the value of the **Holiday Caravan** taking into account its type, age, wear and tear, and general condition in the open market at the time of the loss, together with the cost of site clearance, debris removal and dismantling.

Money means current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, travellers cheques, postal and money orders, premium bonds, luncheon vouchers, telephone cards, season travel tickets and gift tokens.

New for old means the cost of replacing the **Holiday Caravan** with its new equivalent in the event of a total loss taking into account fees and associated costs.

Period of Insurance

The period of insurance specified in the **Schedule**

Schedule - The document detailing the policyholder and the extent of cover provided under the **Certificate**.

Sum Insured/Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Certificate** or items insured.

Unoccupied means when the **Holiday Caravan** has not been in use for 30 consecutive days

We/Us/Underwriters- Means ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's.

You/Your/Insured- Means the Insured Person(s) or entity named in the **Schedule**.

Section 1 - Holiday Caravan Cover

If the **Holiday Caravan** or **Contents** is subject to **Damage** caused by **Defined Peril** during the **Period of Insurance** whilst the **Caravan** then following an **Insured Event** **We will pay you**, at **our** option, the cost of repair, the amount of loss or damage or replace the **caravan** and **contents** subject to the following basis of settlement:

Basis of Settlement

- a) If your **Holiday Caravan** is less than ten years old at commencement of this insurance or at the time of **Damage** -
 - i) If repair is carried out **We** will pay the cost of repair without deduction for wear and tear
 - ii) If **Your Holiday Caravan** is **Damaged** beyond economic repair or is stolen and not recovered **We** will pay for replacement as new of the same make and model or the nearest equivalent
 - iii) If **Your Contents**(other than clothing and personal effects) are damaged **We** will pay for replacement as new
 - iv) If **Your** clothing and personal effects are **Damaged** we will pay the cost of replacement as new less a deduction for wear, tear and depreciation
- b) If your **Holiday Caravan** is over ten years old at the time of **Damage**-
 - i) If repair is carried out **We** will pay the cost of repair without deduction for wear and tear
 - ii) If Your Holiday Caravan is Damaged beyond economic repair or is stolen and not recovered **We** will pay the **Market Value**
 - iii) If **Your Contents** clothing and personal effects are **Damaged** **We** will pay for replacement as new less a deduction for wear, tear and depreciation
- c) The maximum **We** will pay for **Damage** to **Contents** as described in a) and b) above is 25% of the **Holiday Home Sum Insured**.

Section 1 Extensions of Cover

Loss of Use and Hiring Charges

In the event of the **Holiday Caravan** being rendered unusable following an **Insured Event** under this Section, **We** will pay rental charges booked prior to the **Damage** and expenses reasonably incurred for the hire of another **caravan** or alternate accommodation up to 20% of the **Sum Insured** under this Section.

You must maintain a record of all bookings, agreed hiring charges, expenses incurred and deposits paid.

Freezer Food

We will pay up to £100 following **Damage** to freezer food contained in a domestic freezer due to a rise or fall in the temperature of the freezer but excluding **Damage** arising from the deliberate cutting off of the power supply.

Replacement Locks

We will pay to replace locks to the **Holiday Caravan** following accidental loss of the keys or **Damage** caused to the locks.

Contents in the Open

We pay for **Damage** to **Contents** in the open within the immediate vicinity of the **Holiday Caravan** whilst it is occupied caused by a **Defined Peril** up to a maximum of £300.

Accidental Damage to Underground Services

We will pay for **Damage** caused to the underground water, gas, sewer and drainpipes and underground electricity and telephone cables within your plot boundary connected to the public mains for which you are responsible.

Accidental Damage Fixed Glass

We will pay for **Damage** to glass in doors, windows, fanlights or skylights or of washbasins, splashbacks, pedestals, baths, sinks, bidets, lavatory cisterns, lavatory pans, shower trays and shower screens all fixed to and forming part of the **Holiday Caravan**.

Section 1- Conditions

The Sum Insured

The **Sum(s) Insured** shown in the **Schedule** must represent:

- a) If the **Holiday Caravan** is under ten years old at the commencement of this insurance the replacement cost as new of the **Holiday Caravan** and **Contents**.
- b) If the **Holiday Caravan** is over ten years old at the commencement of this insurance the full **Market Value** of **Your Caravan** and **Contents**.

Obsolete parts

Where a claim results in the **Holiday Caravan** needing new parts or accessories which are found to be obsolete or unobtainable **Our** liability will be limited to the last known list price of the part or accessory required, together with appropriate fitting charge.

Matching Parts

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Hire Purchase and Leasing

If the **Caravan** is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the **Caravan** will normally be made to the legal owner of the **Caravan**, where known by **us**.

Protection against inflation (Index Linking)

Each year at renewal the **Sums Insured** will be adjusted in line with the appropriate Retail Price Index or another appropriate index. Renewal will be invited at a premium based on the adjusted **Sums Insured**.

Any increase in replacement costs during the insurance year will automatically be covered, subject to the **Sums Insured** being adequate at inception and subsequent renewal.

This protection will continue to apply from the time of any loss or **damage** to the time the resulting claim is settled provided **you** have not unreasonably delayed notification or settlement of the claim in any way.

Other insurance

If when any claim arises there is any other insurance in force covering the same matter, **we** will only pay **our** rateable proportion.

Average

The insurance of property by this **Certificate** is subject to the condition of Average.

This means that if the **Sum Insured** immediately before any loss or **damage** does not represent the full cost of replacement as described in '**Sum Insured**' then **we** will only pay the same proportion of the loss or **damage** as the **Sum Insured** bears to the full cost of replacement. For example: if the sum represents only one half of the full replacement cost **we** will only pay for one half of the amount lost or damaged.

Installments/Direct Debit

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

No Claim Discount

In calculating the renewal premium for **your** policy a discount will be allowed provided **you** have not made a claim during the previous **period of insurance**.

Any claim will result in the No Claims Discount at next renewal being reduced to nil.

Exclusions to Section 1

The following Exclusions apply to this Section:

- 1) **Damage** caused by or arising from the use of portable heaters with a naked flame
- 2) **Damage** caused by or arising from manufacturing defects depreciation, weathering, wear and tear, gradual deterioration ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, insects moths or vermin, rust corrosion fungus or woodworm or the process of dyeing, cleaning, washing, maintenance, dismantling altering or repair (but this exclusion shall not exclude subsequent Damage which is otherwise not excluded)
- 3) **Damage** unless the **Holiday Caravan** is securely anchored to the ground at four (or more) points of the chassis or is fully skirted
- 4) **Damage** caused by or resulting from the escape of water following the freezing of fixed water or heating systems occurring between 1st November (or the closing date of the site if earlier) and 31st March unless the holiday caravan :
 - a) is occupied.
 - b) has had the water turned off at the mains and all equipment fully drained (other than in respect of proprietary sealed central heating system containing antifreeze which has been fitted and maintained to the manufacturers specification)
 - c) has a full central heating system is in operation to maintain a temperature not less than 4 degrees centigrade at all times
- 5) Malicious **Damage** caused by you or your family or any other occupant or user of the **Holiday Caravan**.
- 6) **Damage** to televisions, personal computers, audio and video equipment occurring whilst the site is closed or while the **Holiday Caravan** is unoccupied.
- 7) **Damage** caused by or arising from theft or attempted theft not involving forcible and violent entry into or exit from the **Holiday Caravan** whilst the **Holiday Caravan** is unoccupied unless the holiday caravan itself is stolen.
- 8) **Damage** caused by or arising from deception by persons claiming to be a buyer or a buying or selling agent
- 9) **Damage** caused by domestic pets.
- 10) **Damage** caused by any process of repair or restoration.
- 11) **Damage** caused by electrical or mechanical breakdown
- 12) The amount of excess shown in the **schedule**;
- 13) **Damage** by theft, attempted theft or malicious damage caused by **You** or **Your Family** or with the connivance of any occupant or user;
- 14) **Damage** arising from deception or the use of stolen, forged or invalid cheques drafts bank notes and the like;

Sub-section 1 - Indemnity

We will indemnify **you** up to £1,000,000 in respect of amounts **you** become legally liable to pay following death, bodily injury or **Damage** to property arising from one event or all events of a series consequent on one original cause happening during the **Period of Insurance** caused by or through **your** use of the **Caravan**.

In addition costs and expenses of defending litigation incurred with our written consent in respect of any claim against **you** which may be the subject of indemnity under this insurance.

The following exclusions apply to this Section:

- 1) Death or bodily injury, loss or **Damage** occurring while the **Holiday Caravan** is being transported or towed by a motor vehicle that is attached to or becomes detached from a motor vehicle;
- 2) Death or bodily injury to **you**, any person that lives with **you**, any member of **your** immediate family, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**;
- 3) Loss or **Damage** to any property owned, held in trust, in the charge of or under the control of **you**, any person that lives with **you**, any member of **your** immediate family, **your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **you**;
- 4) Any event which results from **your** deliberate act or omission and which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission;
- 5) Injury, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by **you** or on **your** behalf of any mechanically propelled vehicle, aircraft, hovercraft or watercraft;
- 6) Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation;
- 7) Any liability assumed by **you** by a contract or agreement entered into by **you** and which would not have attached in the absence of such agreement;
- 8) Liability arising from the ownership or possession of an animal included under the Dangerous Dogs Act 1991 or any amending Legislation;
- 9) Liability arising from the **caravan** being used for hire or reward or any trade or business purpose.

Sub-Section 2 Legal Personal Representatives

If any person insured under of the policy dies, the personal representative will be entitled to the cover provided by Sub Section 1 for any claim made.

General Exclusions

This **Certificate** is subject to the following exclusion clauses:

1. Asbestos Exclusion clause

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

2. Contamination and Pollution Exclusion clause

1. This insurance shall not cover any loss or **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

3. Electronic Data Exclusion clause

1) Electronic Data Exclusion

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

- a) This insurance does not any 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".

- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this insurance, subject to all its terms conditions and exclusions will cover physical damage occurring during the **Period of Insurance** to the **Property Insured** by this insurance directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

2) **Electronic Data Processing Media Valuation**

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

Should electronic data processing media insured by this policy suffer physical loss or Damage insured by this insurance, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance 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 assemble.

4) **Institute Radioactive Contamination Exclusion clause**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5) **Micro-Organism Exclusion Clause**

This insurance does not cover any loss damage claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to Insured Property**
- ii) any **Damage** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.

6) **Northern Ireland Overriding Exclusion clause**

Notwithstanding anything within the 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 there from caused by or happening through or in consequence directly or indirectly of;

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

In any action suit or other proceedings where **we** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this policy the burden of proving that such loss is covered shall be upon **You**.

7) Nuclear Energy Risks Exclusion clause

This policy shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this policy Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

8) Sonic Bangs

The insurance by this policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9) Terrorism Exclusion

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of 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 use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy 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.

10) War and Civil War Exclusion clause

Notwithstanding anything to the contrary contained herein this policy does not cover loss or damage 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 or damage to property by or under the order of any government or public or local authority.

11) Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members.

A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to this contract in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Insurance Contract

Under this certificate Commercial Express Quotes Ltd are acting solely as underwriting agents on behalf of the subscribing underwriters with no liability under this Certificate.

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20%.