

45678=CAMBERFORD LAW PLC

UNOCCUPIED PREMISES INSURANCE

This is to certify that in accordance with the authorisation granted under Contract Number B1053BA09001 issued to CAMBERFORD LAW PLC BY CERTAIN UNDERWRITERS AT LLOYD'S, whose names and proportion underwritten by them which will be supplied on application, can be ascertained by reference to the said Contract which bears the seal of Lloyd's Policy Signing Office and in consideration of the premium specified in the Schedule herein, the said Underwriters are hereby bound each for his own part and not for one another, their heirs, executors and Administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

Whereas the Assured named in the Schedule has made to the Underwriters a written proposal or declaration bearing the date specified in the Schedule which is hereby agreed to be the basis of this contract and to be considered as incorporated herein. The Underwriters hereby agree to the extent and in the manner hereinafter provided to indemnify the Assured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule. Provided always that this Certificate insured in respect only of such of the sections hereof as are so specified in the Schedule.

SECTION A: MATERIAL DAMAGE

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:-

1. A) FIRE and/or LIGHTNING
 B) FIRE consequent upon explosion whenever 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), economizer 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 a fixed domestic oil-fired heating installation and SMOKE DAMAGE resulting from a defect of 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 or exit.
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.
11. SUBSIDENCE, LANDSLIP AND HEAVE but excluding loss or damage to outbuildings and/or swimming pools unless such loss or damage to the main building also results.
 - (a) loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates and fences UNLESS the main Building is also affected at the same time by the same Peril.
 - (b) loss or damage for which compensation has been provided, or would have been but for the existence of this Insurance, under any contract or legislation or guarantee,
 - (c) loss or damage which the Buildings are undergoing any structural repairs, alterations or extensions,
 - (d) loss or damage arising from defective materials, faulty workmanship, specification or design,
 - (e) loss or damage due to coastal erosion,
 - (f) loss or damage to solid floors unless the walls are damaged at the same time,
 - (g) the amount of the Excess specified in the Schedule.

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

- A ARCHITECTS & SURVEYOR FEES necessarily incurred with Underwriters' consent in the reinstatement of the Buildings, but EXCLUDING any expenses incurred in the preparation of an estimate of loss. Underwriters' maximum liability hereon shall be limited to 10% of the sum insured.
- B REMOVAL OF DEBRIS. The cost incurred by 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 parts of the building or its foundations.

SPECIAL CONDITIONS AND DEFINITIONS

1. BUILDING DEFINITION

- (a) 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 ingredients.
- (b) Interior decorations and landlord's fixtures and fittings.
- (c) Outbuildings including garages, fixed fuel tanks, swimming pools, tennis courts, drives, patios, terraces and walls all owned by the Assured.

2. CONTENTS DEFINITION

Contents is defined as contents at the address shown on the Schedule (or as subsequently endorsed) but excluding money, any financial instrument, jewellery, gold, silver, metal, platinum objects/ornaments, furs, collections of any type, articles of a brittle nature, Hi-fi, stereo, television and any other audio visual equipment and any other items permanently fitted to the Buildings.

Where Contents is covered hereunder (as shown on the Schedule), Special Condition 4 (Unoccupancy and Protections Warranty), (iv) is deleted.

3. BASIS OF SETTLEMENT

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

- (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 thereon 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 hereon 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.

4. UNOCCUPANCY AND PROTECTIONS WARRANTY

It is a warranty of the policy that:-

- (i) During the period of 1st November to 1st April inclusive the supply of gas and electricity to the premises shall be disconnected except where it is required for maintaining fire or burglar alarms or central heating. The mains water supply shall also be disconnected and all pipes and tanks drained or the central heating to be maintained at a minimum temperature of 60° Fahrenheit during the period.

- (ii) Liability will not attach to Underwriters unless all fastenings and protections declared in the Proposal Form 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) The Assured or his representatives shall visit the premises for internal and external inspection purposes at least once every seven days and a record of all inspections shall be kept and produced to Underwriters when required. All damage shall be reported to the Underwriters and steps shall be taken to rectify same as soon as practicable.
- (iv) Loose combustible material to be removed from the inside of the premises and be kept clear from the outside of the premises.
- (v) All letterboxes and similar openings are sealed to prevent the insertion of material.
- (vi) In respect of premises the occupancy of which would only be for residential purposes all accessible windows must be secured by key operated window locks and all final exit doors must be secured by a minimum of five lever mortice deadlocks. In respect of all other premises all accessible windows and all final exit doors must be boarded shuttered or grilled.

5. EXCESS CLAUSE

The excess shown on the Schedule shall be the amount deducted from each and every claim agreed by Underwriters hereon.

6. CONTRACTORS' CLAUSE

This insurance shall EXCLUDE loss or damage caused by contractors or subcontractors working on the premises.

SECTION B: PROPERTY OWNERS' LIABILITY

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 and 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 building, including television and radio aerial masts and their fittings;
- (b) defective sanitary arrangements or subsidence;
- (c) repairs or alterations to the buildings but not where repairs or alterations are being carried out by 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 the 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 claim under this section and shall be in addition to the excess under Section A.

COMMON CONDITIONS

The terms and conditions set out 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

GENERAL CONDITIONS AND EXCLUSIONS

1. **BASIS OF CONTRACT:** The Proposal Form completed and signed by the Assured shall form the basis of this contract.
2. **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.
3. **CLAIM 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 or 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 they may reasonably require.
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 resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature arising from:

- i) directly or indirectly caused by, or contributed to, by or arising from ionising radiation or contamination by radioactivity from any 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, 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 the Government or Public or Local Authority;
- iii) any loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- iv) pollution or contamination of whatsoever nature regardless of whether such loss or damage was caused by any peril hereby insured against;
 - a) LOSS OR DAMAGE in the United Kingdom other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence or indirectly of TERRORISM
Except to the extent stated in the SPECIAL PROVISION – TERRORISM
 - b) LOSS OR DAMAGE in Northern Ireland occasioned or happening through or in consequence directly or indirectly of;
 - i) civil commotion
 - ii) TERRORISM

For the purpose of this insurance TERRORISM shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action suit or other proceedings where the Underwriters allege that by reason of this definition any LOSS OR DAMAGE is not covered by this insurance, the burden of providing that such LOSS OR DAMAGE is covered shall be upon the Assured.

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 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 therein.

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 a change taking place.

10. CANCELLATION CLAUSE:

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.

11. PAYMENTS OF ACCOUNT:

At the discretion of Underwriters payments on account will be made to the Assured if requested, subject to the terms and conditions of the Certificate.

12. EU DISCLOSURE CLAUSE (UK)

Notice to the Proposer/Assured

The Parties are free to choose the law applicable to this Insurance Contract, unless specifically agreed to the contrary this insurance shall be subject to English Law. Any enquiry or complaint should be addressed in the first instance to your Broker. If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights of law. The address is:

13. SEVERAL LIABILITY NOTICE:

Several Liability Notice – The Subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations – LSW 1001 (Insurance)

Complaints

If at any time you have any query or complaint regarding your contract of insurance, you should in the first instance refer to your insurance broker or other intermediary or advisor. If your problem cannot be resolved in this way, please write to The Compliance Officer, Camberford Law Plc, Lygon House, 50 London Road, Bromley, Kent, BR1 3RA

If you are not satisfied with the way a complaint has been dealt with you may ask Policyholder and Market Assistance at Lloyd's to review your case without prejudice to your rights in law. The address is:

Policyholder and Market Assistance, Lloyd's, One Lime Street, London, EC3M 7HA
Telephone No: 020 7327-5693 Fax No: 020 7327 5225

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Further information

about compensation scheme arrangements is available from the FSCS by contacting:
Financial Services Compensation Scheme

7th Floor Lloyd's Chambers, Portsoken Street, London E1 8BN
Telephone No: 020 7892 7300 Fax No: 020 7892 7301