

## Camberford Law / Camberford Underwriting

### Commercial Combined Policy Wordings – Temporary Unoccupancy Due To Forced Closure (Covid19 Coronavirus)

08/4/2020

Wording / Form Applicable	Policy Wording standard position regarding unoccupied premises	Exceptional Agreement
<p><b>Camberford Commercial Combined Forms</b></p> <ul style="list-style-type: none"> <li>• 'Welcare' Domciliary Care Services Providers.</li> <li>• Sprinkler Installer Combined.</li> <li>• Commercial Combined (miscellaneous and D&amp;C versions).</li> <li>• Flooring Contractors Combined.</li> <li>• Electrical, Heating, Ventilation, Plumbing and Air Conditioning Contractors.</li> <li>• Arboricultural Contractors, Tree Surgeons and Associated Activities.</li> <li>• Recruitment Agencies and Employment Businesses.</li> <li>• Lift Engineers Combined.</li> <li>• Caravan and Chalet Park Combined.</li> <li>• Leisure Industry Combined – Hotels, Sports and Social Clubs.</li> <li>• Leisure Industry Combined – Restaurants, Public Houses and Late Venues.</li> <li>• 'Welcare' Nursing Residential and Rest Homes (Camberford).</li> <li>• Leisure Industry Combined – Leisure Pursuits.</li> <li>• Leisure (Ireland) Wordings</li> <li>• Tour Operators and Travel Agents.</li> </ul>	<ul style="list-style-type: none"> <li>• Unoccupied is defined as: closed for business or unattended or not occupied for usual purposes for more than 21 consecutive days.</li> <li>• Policyholders must notify us if the premises becomes unoccupied.</li> <li>• There is no 'unoccupied property condition' as such:-</li> <li>• Some insured events and extension are automatically <b>excluded</b> once the property is unoccupied:               <ul style="list-style-type: none"> <li>○ Bursting or overflowing of water tanks, apparatus or pipes.</li> <li>○ Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.</li> <li>○ Malicious persons</li> <li>○ Water discharged or leaking from the automatic sprinkler installation which is caused by freezing.</li> <li>○ Theft or attempted theft</li> <li>○ Accidental damage</li> <li>○ The extension for Accidental Damage To Underground Services and Accidental Breakage Of Aerials And Sanitary Fixtures And Fittings.</li> </ul> </li> <li>• The 'Alarm and Protections Maintenance Condition Precedent' is applicable. Brokers should ensure that policyholders are aware of the need to remain compliant.</li> <li>• The policyholder has general obligations to take reasonable precautions to prevent loss or damage to property and ensure that any loss or damage is mitigated – where safely possible. This should include removal of waste, closing internal fire doors, shutting off non-essential electrical appliances/devices and utilities and inspecting the property regularly (typically weekly).</li> </ul>	<p>For premises which are unoccupied, only because of government advised or enforced actions regarding control of the Covid 19 (coronavirus) outbreak, the following applies:</p> <ol style="list-style-type: none"> <li>1. Policyholders do not need to notify us of properties becoming unoccupied for this reason.</li> <li>2. Cover continues for the first 90 days of unoccupancy for the following insured events and extension:           <ul style="list-style-type: none"> <li>○ Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.</li> <li>○ Malicious persons</li> <li>○ Theft or attempted theft</li> <li>○ Accidental damage</li> <li>○ The extension for Accidental Damage To Underground Services and Accidental Breakage Of Aerials And Sanitary Fixtures And Fittings.</li> </ul> </li> <li>3. Cover continues for the first 90 days of unoccupancy for the insured events of 'Bursting or overflowing of water tanks, apparatus or pipes' and 'Water discharged or leaking from the automatic sprinkler installation' . <u>Provided</u> that during the period of 1st November to 1st April inclusive, either:           <ol style="list-style-type: none"> <li>(i) the mains water supply is disconnected and all pipes and tanks drained; OR</li> <li>(ii) the central heating is maintained in a fully functional state and set to operate at a minimum temperature of 15° Celsius and with any loft hatch or other access to loft space remaining open;</li> </ol> </li> <li>4. This agreement does not add any insured events that were excluded originally.</li> <li>5. Where inspections of the property are prohibited directly or by effect of instruction or advice of government or other public authority, Insurers will not consider this as adversely affecting their position.</li> </ol>