

COMPLETE PROPERTY OWNER New Business SCHEDULE

Policy Number:	BB/29265012	Agent :	A-One Insurance Services Ltd
Account Number:	14/93011		
The Insured:	Amber Court Management (No 2) Ltd		
Postal Address:	15 Windsor Road, Swindon.		
Postcode:	SN3 1JP		

First Premium	£1,327.37	Annual Premium	£1,327.37
Insurance Premium Tax	£159.28	Insurance Premium Tax	£159.28
Total Premium	£1,486.65	Total Annual Premium	£1,486.65
Effective Date:	30/03/2023	Renewal Date	30/03/2024

Business Description: Property Owner

The Premises:

Address 11-22 Amber Court, Colbourne Street, Swindon, .
Postcode SN1 2HB

Clauses applicable to the whole policy

C/110/1 Mortgage and Other Interests

C/500/1 Manslaughter Defence Costs – Employers Liability

C/501/1 Manslaughter Defence Costs – Property Owners Liability

C/821/1 Loss of Rent

SECTION 1 - PROPERTY DAMAGE

PROPERTY INSURED AT
PREMISES A

SUM INSURED

Buildings Sum Insured:	£1,806,079 (£1,337,837)
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Contents of Common Parts:	£27,000 (£20,000)
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Excluded Events - 10

Excess:		Property Damage: £250
		Subsidence: N/A

SECTION 2 - PROPERTY OWNERS LIABILITY

Limit of Indemnity:		£10,000,000
Excess:	Third Party Property Damage	£250

SECTION 3 - EMPLOYERS LIABILITY

Limit of Indemnity	£10,000,000
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SECTION 4 – LEGAL EXPENSES

Cover	The maximum amount the Insurer is liable to pay under this Section is:	
	1 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance.	£100,000
	2 Any One Claim relating to a Business Aspect Enquiry	£2,000
	3 Any One Claim relating to Jury Service Allowance	£5,000
	4 Any One Claim relating to Witness Attendance Allowance	£5,000
	5 For all Claims in the aggregate first notified to the Insurer during the Period of Insurance.	£1,000,000

(collectively “the Limit of Indemnity”)

The above amounts are all inclusive of Legal Expenses, Awards of Compensation and Data Protection Compensation Awards.

Master Policy Reference: 36507

You can access all the additional services and benefits of your legal expenses policy, including a free legal healthcheck and free legal advice helpline, by visiting www.allianzlegalprotection.co.uk. To register for [Allianz Legal Online](#), which provides legal support and templates for over 140 business and legal documents, your registration code is ALPA75DD79AA

TERRORISM

Property Damage	Not Insured
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Clauses**C/110/1 Mortgage and Other Interests**

The interest is noted in respect of any Residential Building or Residential Unit of all parties who have an interest in such property.

In addition, the rights of any mortgagee or lessor shall not be prejudiced by any act of any mortgager, lessee or occupier of any Residential Building or Residential Unit provided the mortgagee or lessor shall immediately on becoming aware of such act give The Company notice in writing and pay any additional premium The Company may require

C/500/1 Manslaughter Defence Costs – Employers Liability

Section 4 - Employers Liability (If Applicable) is extended as follows:

The Insurer will indemnify the Insured in respect of

A. legal costs and expenses incurred with the prior written consent of the Insurer and

B. costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

1. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance

2. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

3. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

4. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

A. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order

B. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed

C. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance

D. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man

E. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by

- i. the Insured
- ii. any partner or director of the Insured
- iii. any Employee

C/501/1 Manslaughter Defence Costs – Property Owners Liability

Section 3 - Property Owners Liability is extended as follows:

Allianz Insurance plc. Registered in England number 84638. Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849

The Insurer will indemnify the Insured in respect of

A. legal costs and expenses incurred with the prior written consent of the Insurer and

B. costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

1. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance or the Limit of Indemnity under this Section as stated in the Schedule whichever is the lesser

2. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

3. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

4. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

A. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order

B. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed

C. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance

D. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man

E. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by

- i. the Insured
- ii. any partner or director of the Insured
- iii. any Employee

C/821/1 Loss of Rent

Section 1 - Property Damage, Basis of Settlement Adjustments, 28 Loss of Rent is deleted and restated as follows:

28 Loss of Rent

Where as a result of Damage residential Buildings or parts of residential Buildings are rendered uninhabitable or access to them is prevented the Insurer will indemnify the Insured in respect of the loss of rent paid or payable to the Insured by Residents for accommodation provided and services rendered including service and management charges at the Premises during the period necessary to restore the residential Buildings to a habitable condition or to make it accessible

Provided that

1. cover for such costs shall only apply to the extent that such costs are not otherwise insured

2. the maximum period during which payment under this Extension will be made shall not exceed 24 calendar months from the date of the Damage unless agreed otherwise by the Insurer in writing

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3. the liability of the Insurer under this Extension shall not exceed 33.30% of the Sum Insured applying to the Buildings or to the parts of the Buildings Damaged.

Warranties / Endorsements for your Policy:**Removal of Average**

The Insurer shall not enforce any term of the Policy to the extent that it makes any claims payment subject to average or to a reduction to reflect underinsurance. Nothing in this endorsement shall relieve the Insured of its obligation to make a fair presentation of the risk or to notify the Insurer of any change of risk or of the consequences of failure to do so.

Felt Roof Condition

It is noted that Section Condition 3 Felt Roof Condition does not apply to this policy.

Unoccupancy Period

It is noted that within the Policy Condition 13 Unoccupied Buildings reference to 30 days is amended to 60 days. Policy Condition 13 can be found below in full.

13 Unoccupied Buildings

When any building or more than 30% of the Flats forming any building at any Premises described in the Schedule as occupied become(s) Unoccupied for a period exceeding 60 consecutive days, or any such building described as Unoccupied for a period exceeding 60 consecutive days become(s) occupied, the Insured must give immediate notice of such change of occupancy to the Insurer, or cover under this Policy shall be avoided.

In respect only of buildings that have been Unoccupied for a period exceeding 60 consecutive days or buildings where more than 30% of the flats are Unoccupied for a period exceeding 60 consecutive days

- a. Events 7, 8, 10, 11 and 13 specified in Section 1 – Property Damage are not insured in respect of Unoccupied Flats
- b. the following action must be taken by the Insured in respect of Unoccupied Flats
 - i. the main electricity, gas and water services are to be turned off and the water system is to be drained, except when
 - A. electricity is needed to maintain any automatic fire or intruder alarm system in operation, or
 - B. electricity and water are needed to maintain any automatic sprinkler system in operation,
 - ii. the Buildings or Flats are to be inspected thoroughly both internally and externally at least weekly (the Insured may appoint a responsible person for this purpose), a record is to be kept of such inspections, and internal or external accumulations of combustible materials are to be removed at the time of such inspections
 - iii. the Buildings or Flats are to be secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms, setting any alarm systems, and setting any other protective devices to be fully operative.
- c. the Insured must notify the Insurer immediately if the Buildings or Flats within are to be occupied by contractors for renovation, alteration or conversion purposes.

Contagious and Infectious Disease Exclusion

Under Policy Exclusions, the following is added and applies to all Sections other than Sections 2 Property Owners Liability and 3 Employers' Liability.

9 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a Contagious or Infectious Disease;
- b the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- c the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or

d any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens
irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this Exclusion will not apply to Physical Damage to Property Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- b monitor or test for Pathogens or a Contagious or Infectious Disease; or
- c provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- a cause Pathogens to come into contact with the premises or property of any person or entity; or
- b cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Physical Damage – means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage.

Contagious or Infectious Disease – means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen – means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

C/146/1 Event Excess Endorsement:

The excess for each and every claim caused by Event 8 under Section 1 - Property Damage is £500 and not as stated in the Schedule.

The above clause applies to the following Premises: Premises A.

C/146/1 Event Excess Endorsement:

The excess for each and every claim caused by Event 7 (Storm Only) under Section 1 - Property Damage is £500 and not as stated in the Schedule.

The above clause applies to the following Premises: Premises A.

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