

Complete Flat Owner Renewal Schedule

Policy Number: BB23688661 **Agent:** South Essex Insurance Brokers Ltd

Account Number: 18/96695

The Insured: Cedar Court Management (Gerrards Cross) Limited

Postal Address: C/o Quoteline Direct
Botanical House
Botanical Avenue
Old Trafford, Manchester
M16 0PQ

First Premium:	£4,467.02	Annual Premium:	£4,467.02
Insurance Premium Tax:	£424.37	Insurance Premium Tax:	£424.37
Total First Premium:	£4,891.39	Total Annual Premium:	£4,891.39

Effective Date: 21 July 2016

Renewal Date: 21 July 2017 at 12.00 hrs

Business Description: Property Owner

The Premises	Address	Post Code
A	1-10 Cedar Court 40 Oval Way Gerrards Cross Buckinghamshire	SL9 8PD

Clauses applicable to the whole policy

C/397/1	Asbestos Inner Limit of Indemnity
C/398/3	Amendments to Cover
C/409/1	Loss of Rent
C/539/1	Amendment to Policy Condition 13 Unoccupied Buildings
C/1316/1	Alternative Accommodation

Section 1 Property Damage

Property at Premises A	Sum Insured
Description	
Buildings Sum Insured: (Declared Value)	£4,530,065 (£3,355,604)
Contents of Common Parts:	£33,750 (£25,000)
All Other Contents Sum Insured	£0
Excluded Events	10

Excess:	
Property Damage Excess	£500
Storm Damage Excess	£1,000
Subsidence Excess	£1,000

Section 2 Loss of Rent (Specified Premise)
Section 2 Loss of Rent (Across All Premises)

See Endorsement C/409/1
Not Insured

Section 3 Property Owners Liability

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

Section 4 Employers Liability

Limit of Indemnity:	£10,000,000
Employee Type	
Clerical, Non-Industrial Caretakers, Non-Industrial Cleaners, Porters and Gardeners	

Section 5 Personal Accident

Not Insured

Section 6 Commercial Legal Expenses

All Events Any One Claim Limit: £100,000 with the exception of:
 - Event 2 - Taxation Proceedings, Business Self Assessment Aspect Enquiry only - £2,000
 - Event 10 - Jury Service Allowance - £5,000
 - Event 11 - Contract Disputes - Below Small Claims Limit - £50,000

Period of Insurance aggregate limit: £1,000,000

Business Self Assessment Aspect Enquiry Excess	£200
Claimants own choice of Legal Representative Excess	£500

Master Policy Number 36725

Access to Allianz Legal Online website: www.allianzlegal.co.uk providing support in producing business legal paperwork. Click on the Register now box and enter the Registration Code: ALP269A25UK

Terrorism – Property Damage
Terrorism – Business Interruption

Insured
Not Insured

General Interests

The Interest of any freeholder, mortgagee, lessor or similar party is noted.

The nature and extent of such additional interests must be disclosed following damage which is the subject of any claim.

CLAUSES

C/397/1 Asbestos Inner Limit of Indemnity

In respect of Injury loss or damage occurring during any one Period of Insurance directly or indirectly caused by arising from in consequence of or in any way involving asbestos the Limit of Indemnity under this Section shall not exceed the limit of indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) inclusive of all costs and expenses.

For the purposes of this limitation all such Injury loss or damage which arises from one incident shall be deemed to have occurred at the time such incident takes place.

All other terms and conditions are unaltered.

C/398/3 Amendments to Cover

Under Section 1 – Property Damage, Basis of Settlement Adjustment 18 Landscaped Gardens and Emergency Vehicles is deleted and restated as follows:

18 Landscaped Gardens and Emergency Vehicles

Costs incurred by the Insured in consequence of Damage to Property Insured at the Premises

a in restoring landscaped grounds to their original appearance when first laid out and planted, but excluding costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established

b reinstating or repairing landscaped gardens and grounds following damage caused by the emergency services vehicles, equipment or personnel in the course of carrying out their duties

up to an amount of £20,000 any one Period of Insurance.

In addition, the following clauses are added to Section 1 - Property Damage, Basis of Settlement Adjustments:

26 Reletting Costs

The Insurer will pay the costs necessarily and reasonably incurred in reletting the Buildings solely due to Damage which results from an Event operative under this Section up to an amount of £5,000 any one Period of Insurance.

27 Concern for Welfare Costs

The Insurer will pay the costs incurred following Damage caused by the Police or persons acting under their control in gaining access to the Buildings as a result of their concern for the welfare of the Resident up to an amount of £5,000 any one claim and £15,000 any one Period of Insurance.

The Insurer will not pay for costs incurred following Damage caused by the Police in the course of criminal investigations.

28 Removal of Wasps' and Bees' Nests

Cover includes costs incurred by the Insured, up to an amount of £500 any one claim and £2,000 any one Period of Insurance, in removing wasps' or bees' nests from Buildings.

The Insurer will not pay for the cost of removing nests already in Buildings prior to the inception of this cover.

29 Deeds and Documents

The Insurer will pay the cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of the Premises due to loss or destruction of or damage to the deeds and documents occurring at the Premises or whilst held in safekeeping by the bank or solicitor up to an amount of £500 any one claim.

30 Tree Felling and Lopping

Cover includes costs incurred by the Insured, up to an amount of £500 any one claim, and £2,500 any one Period of Insurance, in removing or lopping trees which are an immediate threat to the safety of life or of Damage to the Property Insured.

The Insurer will not pay for

- a legal or Local Authority costs involved in removing trees
- b costs incurred solely to comply with a Preservation Order

31 Tree Removal

The Insurer will pay the costs of removing fallen trees or branches from the Premises up to an amount of £500 any one claim and £2,500 any one Period of Insurance.

The Insurer will not pay for costs unless the incident results from an Event operative under this Section.

C/409/1 Loss of Rent

The following clause is added to Section 1 - Property Damage Basis of Settlement Adjustments:

Cover includes Rent which ceases to be payable to the Insured whilst the Buildings are uninhabitable or inaccessible following damage to the Property Insured by Section 1 - Property Damage excluding any amount exceeding 33.3% of the Buildings Sum Insured shown in the Schedule.

For the purposes of this Extension, Rent shall mean the money payable to the Insured by Residents for accommodation provided and services rendered at the Premises.

The Insurer will not pay for

- A. costs which may cease or be reduced as a result of the Damage
- B. Rent for more than 36 months from the date of Damage.

C/539/1 Amendment to Policy Condition 13 Unoccupied Buildings

Any reference to '30 consecutive days' within Policy Condition 13 Unoccupied Buildings is replaced with '45 consecutive days'.

C/1316/1 Alternative Accommodation

Under Section 1 – Property Damage, Basis of Settlement Adjustments, 22 Alternative Residential Accommodation is deleted and restated as:

22 Alternative Residential Accommodation

If as a result of insured Damage residential Buildings or parts of residential Buildings are rendered unfit to live in, or access to them is denied, to the extent that they are not otherwise insured the Insurer will pay the costs of reasonable alternative accommodation and temporary storage of residents furniture and the costs of reasonable accommodation in kennels and/or catteries for residents dogs and/or cats, if dogs and/or cats are not permitted in such residents alternative accommodation. The Insurer will not pay for such costs in excess of 33.3% of the Buildings Sum Insured applying to the Buildings or to the parts of the Building Damaged.

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 Conditions

If any Building has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by the insurer.

Terrorism Amendment

The following amendments are made to the Terrorism Section on this policy:

Definitions

Property Insured

Property Insured is amended to read:

Property Insured

Property as detailed in the **Schedule** to any **General Cover Policy** but excluding

1. property insured under a
 - a. Marine, Aviation or Transit policy
 - b. Motor Insurance policy (other than Motor Trade policy)
 - c. Road Risks Section of a Motor Trade policy
 - d. reinsurance policy or agreement
 - e. Bankers Blanket Bondwhether such policy or agreement includes cover for an Act of Terrorism or not
2. any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless
 - a. insured under the same policy as the remainder of the land or building which is not a private residence
 - b. the property is block of flats and/or private dwelling house and the Insured is a trustee or body of trustees or a sole trader

Note 1. Trustees and sole traders are not deemed to be individuals.

Note 2. For the avoidance of doubt, such blocks of flats, self-contained units insured as part of such blocks of flats or such private dwelling houses occupied as a private residence by any of the trustee(s) or sole trader(s) will be deemed to be insured in the name of an individual.
3. any **Nuclear Installation** or **Nuclear Reactor**
4. any loss whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly relating to a private residence property when insured in the name of a private individual caused by or contributed to by or arising from:
 - a. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - c. chemical and/or biological and/or radiological irritants contaminants or pollutants.

Definitions

The following definition is added:

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception

Section Exclusions

The Section Exclusions are amended to read:

Section Exclusions

The Insurer will not pay for

1. Digital and Cyber Risk Exclusion
any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
 - any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or itemwhether the property of **the Insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**.
2. Riot, Civil Commotion and War
any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
3. Territorial Limits
any losses whatsoever arising directly or indirectly from any cover or extension of **Premises** provided by the **General Cover Policy** to locations outside the **Territorial Limits**.

Statement of Fact

The Policy, Schedule and Statement of Fact Proposal shall be read together and form the basis of the Insurance Contract

They have been prepared in accordance with information that we have received from you through your Insurance Adviser.

It is important that you check all the information immediately. If any of the information is incorrect you must contact your Insurance Adviser immediately. Failure to do so could invalidate the policy from inception or result in a claim being repudiated.

We strongly recommend that you keep a record of all information you have provided to your Insurance Adviser.

Policy Number:	BB23688661
The Insured:	Cedar Court Management (Gerrards Cross) Limited
Effective Date:	21 July 2016
Insurance Adviser:	Lansdown Insurance Brokers
Business Description:	Property Owner

Basis of Acceptance

Allianz has accepted this risk based on the provision of the following information:

Number of Premises	1
The Percentage of Premises Insured that are Unoccupied:	0%

Claims Experience as at Inception of Policy

The total of all incidents, losses or claims which you, any partner(s) or director(s) (in connection with this or any other business in which you or they have been trading)

- have incurred in the last 3 years
- including events which have or could have resulted in a claim.

relating to covers to be Insured under this policy (whether Insured or not at the time of loss) is:

Total Number of Claims	4
Total Amount Paid and Outstanding	£20,000.00

Premises Specific Questions**Premises 1**

Address of Premises:

1-10 Cedar Court
40 Oval Way
Gerrards Cross
Buckinghamshire
SL9 8PD

Building Use:

Block of Flats

Year the premises were built?

1998

Construction of premises?

Traditional

Premises heating method?

Ducted warm air or water filled radiators

What percentage of the premise is unoccupied?

0%

Number of flats in block?

10

Floor Construction in block?

Concrete

Number of Storeys?

3

Kitchen and/or bathroom facilities are shared?

No

The premises are occupied as bedsits or are occupied by student tenants?

No

The premises are occupied as a hostel, Local government or charitable housing association?

No

General Acceptance

This insurance contract is based on neither you nor your director(s) or partner(s) having:

- been convicted of or charged (but not yet tried) with a criminal offence other than (road traffic) motor offences
- received an official caution for a criminal offence within the last three years other than a (road traffic) motoring offence
- been declared bankrupt and/or are or have been subject of any winding up order, insolvent liquidation or administration or have made any composition or arrangement with creditors
- been a director or partner of a company which has gone into insolvency, liquidation, receivership or administration
- ever been prosecuted for failure to comply with any Health & Safety or Welfare or Environmental Protection legislation.

In respect of the business which is the subject of this insurance contract, or any other business which you, your partners or directors have been involved with, no insurer has ever:

- declined, cancelled or refused any proposal of Insurance
- cancelled or declined to renew any insurance
- imposed special terms or conditions.

Where subsidence is covered all properties are:

- free from any sign of damage by subsidence and have no history of damage
- free from any cracks to external walls.

Where you are required to do so under Health and Safety legislation you must:

- have and will continue to have a nominated person responsible for Health and Safety
- have and will continue to have an induction and ongoing training programme which is reviewed and recorded
- have and will continue to have a Health and Safety Policy in place
- undertake Risk Assessments in order to identify hazards.

If any of the above statements are inaccurate you must contact your Insurance Adviser immediately.

Material Fact Requirement

Material facts are those facts which are likely to influence us in the acceptance or assessment of this proposal and it is essential that you disclose them. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy, or result in a claim being repudiated.

If at any time anything shall occur materially affecting the risk(s) insured you must as soon as possible give notice in writing to us.

Data Protection Act

Allianz Insurance plc together with other companies within the Allianz SE group of companies (“Allianz Group”) may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy (“Insured Persons”), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- I. to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- II. to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy.)

1. Policy number	BB23688661
2. Name of policyholder	Cedar Court Management (Gerrards Cross) Ltd
3. Date of commencement of insurance policy	21 July 2016
4. Date of expire of insurance policy	21 July 2017

We hereby certify that subject to paragraph 2:-

- The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney **(b)**; and
- (a)** the minimum amount of cover provided by this policy is no less than £5 million **(c)**;
~~**(b)** the cover provided under this policy relates to claims in excess of £ ——— but not exceeding £~~

Signed on behalf of **Allianz Insurance plc**
 Authorised Insurers



Jonathan Dye
 Chief Executive

Notes

- Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all subsidiaries except any specifically excluded by name, or that the policy cover the holding company and only the names subsidiaries.
- Specify applicable law as provided for in regulation 4(6) of the Regulations.
- See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable specify the amount of cover provided by the relevant policy.