



RENEWED  
5.9.11

**Renewal Prepared for** 4-9 Herschel Close RTM Co Ltd

**Risk Address** 4-9 Herschel Close, Oakhurst, Swindon, Wiltshire, SN25 2HX

**Insurer** Allianz

**Premium**

	Annual Premium	Insurance Premium Tax	Total Premium
Buildings	£626.06	£37.56	£663.62
Terrorism	Included		
Administration Fee	£0.00	£0.00	£0.00
<b>Total Payable</b>	<b>£626.06</b>	<b>£37.56</b>	<b>£663.62</b>

The policy may be subject to survey and subsequent completion of any risk requirements in the timescales given by insurers. Cover is subject to all dwellings being owner occupied or let on a minimum 6 month tenancy agreement direct with owners (unless otherwise agreed) and subject to you complying with the flat roof maintenance condition (if applicable).

**Policy Details**

Declared Value	£543,401	Sum insured	£733,591
Communal Contents	£20,000	Property Owners Liability	£5,000,000
Employers Liability	£10,000,000	Terrorism	Included
Loss of Rent /Alternative Accommodation	£244,286	Accidental Damage & Legal Cover	Included
Property Damage Excess	£100	Subsidence Excess	£1000

**Claims History**

Incident date	Cause	Costs	Status
10/08/2008	Escape of Water or Freezing of Pipes	£335.00	Settled

**If any of this information is missing or incorrect please inform us immediately.  
These renewal terms are subject to no further claims being submitted prior to your  
renewal date.**



**Terrorism**

"Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto."

This cover is automatically excluded from all insurance policies unless specifically requested by you. If your property is damaged because of an act of terrorism, how will you find the money to reinstate it to its former condition?



### **Demands & Needs**

You have requested renewal terms for your blocks of flats policy which I have obtained for you based on the information you have provided previously. This year I have recommended that cover is placed with Allianz as they offer a comprehensive policy to meet your demands & needs.

Our search for a product to meet your requirements has involved a limited number of insurers. A list of the insurers we use is available on request. We act as your agent when sourcing a policy and in the event of a claim. When placing the policy we act as an agent of the insurer.

### **Duty of Disclosure**

Failure to disclose material facts when taking out your policy, throughout the life of your policy and at renewal, may invalidate your insurance cover and mean that all or part of the claim may not be paid. Please contact us if you are in doubt as to whether a particular fact should be disclosed.

\*Material facts are matter or information which may influence your insurer as to the acceptability of your risk. Examples could include (but are not limited to):

- Criminal convictions, bankruptcy, claims, construction of property or subsidence & flooding history.

Your renewal is based on the information you have provided. It is your responsibility to ensure that the sums insured are adequate and reflect the full replacement value of your property now and throughout the life of your policy. For your own protection, please keep copies of all documentation.

### **Other relevant information**

There are no days of grace on this policy.

Please refer to the insurer Key Facts document and our Terms of Business for further terms & conditions applicable to this policy.

We can charge non-refundable fees for arranging, servicing and renewing your insurance policy. Details of our fees can be found in our Terms of Business. We may receive commission from insurers or intermediaries with whom we arrange your policy. You are entitled at any time, to request information regarding any commission which we may have received as a result of arranging your insurance policy.

## COMPLETE PROPERTY OWNER Renewal SCHEDULE

**Please note that the premium, terms and conditions of your policy have been based on the details you have given us. If there have been any alterations to those details it is important that you tell us about them so that your cover remains operative. If you have any doubts about what you should tell us, please contact your insurance advisor.**

Policy Number:	BB/16486616	Agent :	A-One Insurance Services Ltd
Account Number:	14/93011 RNL		
The Insured:	4-9 Herschel Close RTM Co Ltd		
Postal Address:	Lettings Plus, 36 River Park, Marlborough, Wiltshire		
Postcode:	SN8 1NH		

Renewal Premium	£626.06	Annual Premium	£626.06
Insurance Premium Tax	£37.56	Insurance Premium Tax	£37.56
Total Renewal Premium	£663.62	Total Annual Premium	£663.62
Effective Date:	5th September 2011	Renewal Date	5th September 2012

Business Description: Property Owner

The Premises:

Address 4-9 Herschel Close, Oakhurst, Swindon, Wiltshire  
Postcode SN25 2HX

Clauses applicable to the whole policy  
C/110/1 Mortgage and Other Interests  
C/397/1 Asbestos Inner Limit of Indemnity  
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:	£733,591 (£543,401)
Contents of Common Parts:	£27,000 (£20,000)
Excluded Events - 10	
Excess:	Property Damage: £100 Subsidence: £1000

**SECTION 2 - PROPERTY OWNERS LIABILITY**

Limit of Indemnity:		£5,000,000
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 – Basic	Any One Claim limit £100,000, Period of Insurance aggregate limit £500,000
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Employment  
Taxation Proceedings  
Criminal Prosecution Defence  
Damage to Premises

Jury Service Allowance, limit £100 per day, up to £5,000 Any One  
Claim

Master Wording Ref: 36507

Access to Allianz Legal Online website: [www.allianzlegal.co.uk](http://www.allianzlegal.co.uk)  
providing support in producing business legal paperwork.  
Click on the Register now box and enter the Registration Code  
ALPA75DD79AA

**TERRORISM**

Property Damage	£543,401
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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/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/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

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Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.

Allianz Insurance is authorised and regulated by the Financial Services Authority. Our registration number is 121849.

This can be checked by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 6061234.

[www.allianz.co.uk](http://www.allianz.co.uk)

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:

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
3. the liability of the Insurer under this Extension shall not exceed 33.3% of the Sum Insured applying to the Buildings or to the parts of the Buildings Damaged.

## **Terrorism Section**

### **Definitions**

#### **1. Premises**

Any of the Premises as defined in Section 1 - Property Damage.

#### **2. Business**

The Business shown in the Complete Flatowner Schedule, conducted solely from the Premises.

#### **3. Act of Terrorism**

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### **4. Event**

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

#### **5. Territorial Limits**

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

Note 1: This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Note 2: For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

#### **6. General Cover Policy**

a. this Policy

or

b. where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the schedule to this policy.

#### **7. Property Insured**

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

a. property insured under a

- i. Marine, Aviation or Transit policy
- ii. Motor Insurance policy (other than Motor Trade policy)
- iii. Road Risks Section of a Motor Trade policy
- iv. reinsurance policy or agreement

whether such policy or agreement includes cover for an Act of Terrorism or not.

b. any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless

- i. insured under the same policy as the remainder of the building which is not a private residence
- ii. the building is a block of flats

c. any Nuclear Installation or Nuclear Reactor

#### **8. Business Interruption**

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the business.

**9. Nuclear Installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for

- a. the production or use of atomic energy
- b. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- c. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

**10. Nuclear Reactor**

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

**11. Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

**12. Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

**13. Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non-genuine traffic between and amongst networks.

**Cover**

The Insurer will pay the Insured for

a. loss or destruction of or damage to the Property Insured  
or

b. Business Interruption

occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits

Provided always that the insurance by this Section

a. is not subject to the Policy Exclusions or General Exclusions of the General Cover Policy

b. is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section

c. is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

i. no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy

ii. the renewal premium due in respect of this Section has been received by the Insurer

d. is not subject to any long term undertaking applying to the General Cover Policy.

**Basis of Settlement**

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of destruction, damage or loss of or to the Property Insured or Business Interruption.

The most the Insurer will pay for any one Event is

a. the Total Sum Insured,  
or

b. for each item its individual Sum Insured,  
or

c. any other limit of liability

in the General Cover Policy, whichever is the less.

## **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

a. loss or destruction 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) and whether the property of the insured or not, where such loss or destruction or damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

or

b. Business Interruption directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking 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.

## **Section Conditions**

### **1. Burden of Proof**

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the General Cover Policy, the burden of proving that such damage or loss is covered shall be upon the Insured.

**Warranties / Endorsements for your Policy:**