

Your policy schedule

Flats insurance policy

What you need to do next

- Please read this updated policy schedule carefully to check the details are correct and that the level of cover meets your needs.
- The schedule and policy wording should be read together as they show the cover we are providing to you.
- If the details are incorrect or the cover does not meet your needs please contact your insurance adviser.
- If any of the information is incorrect we may change the terms and conditions, premium or withdraw cover.

The schedule should be read together with the

- Statement of Fact
- Policy
- Employer's Liability Certificate (if applicable)

Your documents

Please contact your insurance adviser if you require a copy of your policy wording.

Your details

The insured: Amber Court Management (No 4) Limited

Client Address:
Block Management Ltd
15 Windsor Road
Swindon
Wiltshire
SN3 1JP

Your policy details

Date your policy starts 24/04/2023
Date your policy expires 23/04/2024
Renewal date 24/04/2024

Your premium

Premium:	£ 717.38
Insurance Premium Tax: (at current rate)	£ 86.09
Total amount payable:	£ 803.47

Your cover summary

Premises 1

Location: 35 - 42 Amber Court
Colbourne Street
Swindon
Wiltshire
SN1 2HB

Description	Purpose Built Flats - occupied by leaseholder or let to professional working tenant
Buildings sum insured	£824,166
Contents communal cover required	Automatically included
Sum insured	£25,000
Landlords contents cover required	Covered
Sum insured	£25,000
Public liability	
Limit of indemnity	£10,000,000
Employer's liability	
Cover required	Covered
Limit of indemnity	£10,000,000
Terrorism	
Cover required	Covered
Legal Expenses	
Cover required	Not covered
Sum insured	

Business description is your business activity or trade.

Endorsements that apply to this property

Special clauses that apply to this policy

cover	excess
Damage caused by fire, lightning, explosion, aircraft.	£400
Damage caused by subsidence, ground heave or landslip.	£2,500
Damage caused by escape of water from any tank, apparatus, pipe or sprinkler installation.	£500
All other damage where an excess applies.	£400

Endorsements that apply to your policy

An endorsement is a change to your policy terms and conditions.

Section 1- Buildings

Under **2 Perils** the following amendments are operative:

e) Storm or Flood but not:

- Damage by frost
- Damage to outdoor swimming pools tennis courts paved terraces patios paths and drives
- the first £1,000 in respect of any one claim in relation to Damage to gates and fences

Under **3 Extensions** the following amendments are operative:

a) Additional Expenses

the necessary expenses You incur for rebuilding or repairing the Block of Flats or Private Dwelling House as a result of Damage insured by this Policy namely

i) architects surveyors legal and professional fees

ii) the costs of clearing debris from the site or demolishing or shoring up the Blocks of Flats or Private Dwelling House

iii) other costs to comply with government or local authority requirements

c) Trace and Access

the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage under paragraph 2g) and paragraph 3b) but not

- any amount in excess of £50,000 in any one year of insurance

The following extension deletes and replaces extensions e) Loss of rent and Alternative Accommodation Expenses

e) Loss of Rent and Alternative Accommodation Expenses 2021

i) rent (including ground rent and management charges) You should pay or should have received but have lost

ii) the costs of reasonable alternative accommodation and temporary storage of Your furniture

iii) the cost of reasonable accommodation in kennels or catteries for Your dogs and cats

while

iv) Your Flat or Private Dwelling House is unfit to live in or

v) access to Your Block of Flats or Private Dwelling House is denied

as a result of Damage at Your Block of Flats or Private Dwelling House that is covered by this Policy but not:

- any amount in excess of 35% of the Sum Insured

but in respect of each individual Flat or Private Dwelling House the payment made may be adjusted according to the percentage contribution made by each Flat or Private Dwelling House towards the total management charges and/or ground rent of the Block of Flats or housing development

f) Damage to Landscaped Gardens

Damage done to landscaped gardens by the Emergency Services in attending the Block of Flats or Private Dwelling House due to Damage insured by this Policy

g) Theft of Keys

the reasonable costs necessarily incurred in replacing external door locks at the Block of Flats or Private Dwelling House including external door locks for individual Flats following loss of keys by

i) theft from the Block of Flats, individual Flats, Private Dwelling House or Registered Office or from the home of

or

ii) theft following hold-up whilst such keys are in the personal custody of You or any Employee authorised to hold such keys

but not:

- any amount in excess of £5,000 in respect of any one Block of Flats or Private Dwelling House
- any amount in excess of £25,000 in any one year of insurance

h) Loss of Metered Utilities

the unit cost of metered water or gas at the current rate per cubic metre or electricity at the current rate per kilowatt-hour consumed as a direct result of Damage arising under paragraph 2g) but not:

- any amount in excess of £50,000 in respect of any one claim for metered water
- any amount in excess of £25,000 in respect of any one claim for gas or electricity

i) Closed Circuit Televisions is deleted and replaced as follows;

i) Risk Protection Equipment Replacement Costs

the necessary reasonable costs and expenses You incur in refilling, recharging or replacing any

- portable fire extinguishing appliances
- local fire suppression systems
- fixed fire suppression systems
- sprinkler installations
- sprinkler heads
- and having any fire and/or intruder alarms and closed circuit television equipment re-set as a result of Damage Insured by this Policy but not

i) any amount in excess of £50,000 in respect of any one claim (this limit will not apply to re-setting of any fire alarm)

ii) any costs or expenses incurred which are recoverable from the maintenance Company or Fire Service.

j) Removal of Nests

the cost of removing wasps or bees nests from the Blocks of Flats or Private Dwelling House

but not:

- any amount in excess of £5,000 in respect of any one claim

Under **3 Extensions** the following are added:

m) Exceptional Measures

the necessary costs incurred with Our consent in taking reasonable but exceptional measures to avoid or mitigate Damage but not:

- i) costs if the potential loss could have been reasonably foreseen
- ii) any amount in excess of £25,000

The Policy Conditions, Exclusions Special Clauses and Extensions will apply as if Damage had occurred.

n) Japanese Knotweed

the reasonable costs incurred for removing Japanese knotweed from the Block of Flats or Private Dwelling House but not:

- any amount in excess of £2,500 in respect of any one Block of Flats or Private Dwelling House
- any amount in excess of £2,500 in any one Period of Insurance

The following extension deletes and replaces extension o) Loss of Attraction

o) Loss of Attraction (damage) cover

We will cover You for loss of Rent covered by this section, resulting from interruption of or interference with Your Business caused by Damage by the Insured Perils to property within a 1 mile radius of Your premises which deters any potential tenants, whether Your premises or property are damaged or not.

Provided that

1. these Insured Perils are covered under Section 1 – Buildings in respect of Your premises
2. the maximum indemnity period shall be 12 weeks in any one Period of Insurance

The most we will pay for this cover in any one period of insurance is the lower of either 25% of the annual rental income or £50,000 irrespective of the number of premises insured. Special Clause b) 'Reinstatement of sum insured' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this Loss of Attraction (damage) cover, Insured Peril(s) means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

p) Clearance of Tenants abandoned property

the reasonable costs of clearing or removing property abandoned by a former tenant but not:

- any amount in excess of £2,500 in respect of any one claim
- any amount in excess of £2,500 in any one Period of Insurance

q) Additional Management Fees cover

the cost of managing agents fees You incur for the management and supervision of repair

or rebuilding work solely as a result of Damage provided that the fees solely relate to any

additional work which would not have been necessary had the Damage not occurred but not:

- any amount in excess of £25,000 in any one period of insurance

r) Environmental cover

the additional costs necessarily and reasonably incurred with Our consent in rebuilding or repairing the Block of Flats or Private Dwelling House following Damage in a manner that aims to reduce potential harm to the environment by improving energy efficiency but not:

- the additional cost of complying with any European Union legislation, Act of Parliament or by-laws of any public authority
- any additional costs for work You had already planned to be carried out prior to the damage
- any additional costs for replacing undamaged property insured
- any empty or unoccupied flat or Block of Flats or Private Dwelling House
- where You elect not to rebuild or repair the building
- any amount in excess of £10,000 for any one claim for any one building in addition to the agreed Sum Insured for the building

s) Loss of Investment Value

loss of investment value following delay in sale as a result of Damage to any Block of Flats or Private Dwelling House awaiting sale and the sale is delayed because of the Damage and the price achieved is less than would have been achieved had the sale not been delayed provided that

- the loss was specifically due to Damage and not due to a general decline in investment values
- at the time of Damage You have entered into a contract to sell Your interest in the building or have accepted an offer in writing and the sale has not been completed solely as a result of Damage
- but not any amount in excess of £500,000 for any one claim in addition to the agreed sum insured for the Block of Flats or Private Dwelling House

You will have to substantiate the amount You are claiming for and this will need to be agreed by Us. We will take into consideration any amounts already recovered for Damage covered under this

section or from any other policy

t) Contract Works

Contract Works to the extent to which the Insured has contracted to arrange cover but not:

- where the Contract Works are otherwise insured
- any amount in excess of £50,000 any one claim at any Block of Flats or Private Dwelling House
- the first £250 of each and every loss

u) Fly Tipping

costs necessarily and reasonably incurred in clearing and removing any property illegally deposited in or around the buildings but not:

- any amount exceeding £1,000 any one claim
- any amount exceeding £5,000 in any one Period of Insurance

The following extension is added

v) Denial of Access

if during the period of insurance Your Block of Flats or Private Dwelling House is not itself damaged but access is denied as a result of Damage by an Insured Peril to premises within a one mile radius from Your Block of Flats or Private Dwelling House We will pay for

- i) rent (including ground rent and management charges) You should pay or should have received but have lost

- ii) the costs of reasonable alternative accommodation and temporary storage of Your furniture
- iii) the cost of reasonable accommodation in kennels or catteries for Your dogs and cats

Provided that

- these Insured Perils are insured under Section 1 – The Buildings in respect of Your Block of Flats or Private Dwelling House
- such loss results from the compulsory actions taken by police competent authority or any other statutory authority

But not:

- any loss that does not result in access being denied for at least 12 hours duration
- any amount in excess of £1,000,000 any one claim or in any one period of insurance
- for longer than 12 weeks duration from the date of Damage by the Insured Peril
- where an incident occurs resulting in a claim under this Extension You cannot claim under e) Loss of Rent and Alternative Accommodation Expenses 2021 for the same incident

The Special Clause Reinstatement of Sum Insured Clause does not apply to this Extension

Definition

For the purposes of this Extension the following Definition applies

Insured Peril(s)

Fire lightning explosion aircraft or other aerial devices or items dropped from them theft earthquake storm flood escape of water from any tank apparatus or pipe leakage of oil from any fixed domestic heating installation impact by any road vehicle or animal

Section 1 – The Buildings

The Perils Insured are amended as follows;

2 Perils

c) Malicious damage and vandalism but not;

the first £400 for Damage by any Resident to the Flat or Private Dwelling House in which he/she resides

Damage by You or Your family or any Employee

Section 2 – The Contents of Communal Parts

Under **3 Extensions** the following amendments are operative:

- b) Money

Loss from any cause of Money held by members of the Management Committee of the Residents Association for the benefit of individual Flat/Private Dwelling House owners

i) whilst in any locked safe or locked drawer in any Flat in the Block of Flats or Private Dwelling House within a housing development

ii) whilst in transit within the Territorial Limits

- up to a maximum amount of £2,000

- c) Landlords Garden Equipment

Damage by the Perils Insured to landlords gardening equipment whilst in any locked outbuilding at the Block of Flats or housing development

but not:

- theft when entry is not gained or exit made by forcible and violent means
- any amount in excess of £10,000

Section 3 – Public Liability

Under **Extensions** the following are added:

5 Extension 4 - Indemnity to Managing Agents

The Definition of You/Your is extended to include Your Managing Agent in respect of any building owned but not occupied by You

We will not pursue subrogation rights against any Managing Agent

6 Extension 5 - Environmental Clean Up Costs

The following definitions are hereby added solely in respect of this Extension

Clean Up Costs

Costs and expenses of remediation of environmental damage or environmental harm

Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health

Sudden Incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual continuous or repetitive cause

Enforcing Authority

Any government or statutory authority implementing or enforcing environmental protection legislation in the Territorial Limits

You are insured against the amount of Clean Up Costs which You are legally liable to pay under a notice order imposed on You by an Enforcing Authority arising from a release of Pollutants onto or into land surface water or ground water

We will only indemnify you in respect a Sudden Incident which happens at a specific time and place during the Period of Insurance in connection with the Business within the Territorial Limits

Our liability for all Clean Up Costs as a result of one Sudden Incident or all such incidents occurring during any one Period of Insurance is £1,000,000

Where a claim for damages arises in addition to Clean Up Costs as a result of the same Sudden Incident Our maximum liability for the total amount of damages and Clean Up Costs added together will not exceed the Public Liability Limit of Indemnity shown in Your Schedule

We will not cover any part of a claim for Clean Up Costs

- at or upon property that is or was owned by You or in Your possession or in Your custody or control

- b) to achieve an improvement or alteration in the condition of the land or any surface or ground water beyond that necessary to meet the standards required by law at the start of the remediation existing at the time of a Sudden Incident for which a claim is made under this Section

Exclusions

Under **9 Excess Clause** the following paragraph is added:

In respect of all Damage occurring within a 72 hour period caused by e) Storm or flood as defined in Section 1 – The Buildings such Damage will be regarded as one event for the purpose of the payment of any amount excluded

Cyber and Data exclusion

The following is added to the Exclusions of this Policy

Cyber and Data

Section 3 of this Policy excludes all liability directly or indirectly caused by contributed to by resulting from or arising out of or in connection with

- a) any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident
- b) loss of use reduction in functionality repair replacement restoration reproduction loss or theft distortion erasure corruption or alteration of any Data including any amount pertaining to the value of such Data

This Exclusion shall not apply to claims

- i) for Injury
- ii) for physical Damage to material property

directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident

For the purposes of this Exclusion the following Definitions shall apply

Definitions

Computer System

Any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet or wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Cyber Act

An unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System

Cyber Incident

- a) Any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System

b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System

Data

Information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

The following is added to the Exclusions of this Policy

Data Protection Notice

You may be aware that the European Union has introduced a new Regulation, known as the General Data Protection Regulation (GDPR), which applies to every organisation handling personal data.

Under the new regulation, your rights as a customer have been updated and expanded. We have updated our privacy policy to explain these rights as well as other changes required by the regulation.

View our privacy policy online at www.axa.co.uk/privacy-policy to find all about your rights, the information we collect on you and why. If you do not have access to the Internet please contact us and we will send you a printed copy.

AS1 Asbestos Exclusion

The indemnity under Section 3 - Public Liability - of this policy will not apply to legal liability directly or indirectly arising from or contributed to by

- A) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- B) the presence of asbestos in any building and/or structure and/or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos

It is further agreed that this insurance shall not apply to

- i) any obligation to defend any claim proceedings or suit brought against You
- ii) costs or expenses of whatsoever nature

as a result of any matter referred to in paragraphs A) or B) above

The term asbestos shall include asbestos, asbestos fibers, derivatives of asbestos or any substance or compound containing asbestos or asbestos waste

DE5 Disease Exclusion

This Exclusion applies to Section 1 – The Buildings and Section 2 - The Contents of the Communal Parts from the effective date shown in Your schedule

1. Notwithstanding any provision to the contrary within this Policy except for any cover provided under Section 3 – Public Liability Section 4 Employers Liability and Section 5 - Terrorism this Policy excludes any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto
2. Subject to the other terms conditions and exclusions applicable to this Policy these Sections will cover physical damage to property insured and any Time Element Loss directly resulting therefrom where such physical damage or Time Element Loss is covered by the Policy and is directly caused by or arising from any of the following perils: fire lightning explosion aircraft or other aerial devices or articles dropped from them or impact by any road vehicle or animal storm earthquake flood subsidence landslip landslide riot riot attending a strike civil commotion vandalism and malicious damage theft escape of water from any tank apparatus or pipe leakage of oil from any fixed domestic oil heating installation

Definitions

For the purposes of this Exclusion the following Definitions apply

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- i) the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
- ii) 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 and
- iii) the disease substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of property

Time Element Loss

Business interruption contingent business interruption or any other consequential losses

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)

POLICY No ATFLT20220405

- 1. NAME OF POLICYHOLDER** Amber Court Management (No 4) Limited
- 2. DATE OF COMMENCEMENT OF INSURANCE POLICY** 24/04/2023
- 3. DATE OF EXPIRY OF INSURANCE POLICY** 23/04/2024

We hereby certify that subject to paragraph 2: -

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain **(b)** Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**

Signed on behalf of AXA Insurance UK plc
(Authorised Insurer)



Claudio Gienal
CEO AXA UK & Ireland

Notes

(a) 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 its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) 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.

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