

**POLICY  
SCHEDULE**

**Commercial Property Owners**

**Policy Number: PP04 021673759**

Period of Insurance from  To Expiry Date

Agent **FLATS DIRECT (NEW BUS 011011)**  
**SUITE C10 ARENA BUSINESS PARK**  
**NINE NIMROD WAY**  
**FERNDOWN\***  
**DORSET**  
**BH21 7WH**

Agency No: 12338  
 Agent's Ref:

Premium Due

plus Premium Tax ( 12.0%)

Total Payable

Insured

Trade(s)

Address

**EXCESS**

The Policy does not cover :

- a) the first **£250** of each claim under Section 1A - Buildings and Landlord's Contents (other than Fire, Lightning, Explosion and Earthquake)
- b) the first **£250** of each claim under Section 1B - Glass
- c) the first **£250** of each claim under Section 2 - Rent (other than Fire, Lightning, Explosion and Earthquake) subject to the maximum Excess in respect of a single incident not exceeding **£250**

The following Section(s) is/are in force

	Declared Value £	Sums Insured £	Premium Excluding Tax £
<b>Property 1 :</b> <b>Section 1A - Buildings and Landlord's Contents</b> <b>Buildings situate:</b> <b>11, 15-35 Odds, 25-35 Odds</b> <b>49-71 Odds, 78-85 Odds</b> <b>Farriers Close</b> <b>Swindon</b> <b>SN1 2QU</b>  <b>Occupation/Use: Flats Constructed 1990 Or Later</b>  <b>Buildings Sums Insured</b>	<b>3,693,165</b>	<b>4,616,456</b>	<b>2,286.03</b>

**IMPORTANT: Please read this policy schedule carefully, check that it meets your requirements and keep it safely with your policy booklet. Any query should be referred immediately to your broker.**



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Insured **SWEET BRIAR COURT MANAGEMENT LTD**

The Endorsements shown below apply to your Policy.

Operative Endorsements

SUBSIDENCE EXTENSION

Notwithstanding Exception 4d) to SECTION 1A BUILDINGS the cover provided by SECTION 1A BUILDINGS AND SECTION 2 RENT is extended to include Damage caused by subsidence and or ground heave of the site or part of it on which the insured Property stands or landslip excluding

- i) Damage to yards car-parks roads pavements walls gates and fences unless Damage is caused to the buildings of the insured Property
- ii) Damage caused by bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- iii) Damage occurring whilst the whole or part of the insured Property is in the course of erection structural alterations or repair or demolition
- iv) Damage caused by defective design or workmanship or defective materials
- v) Damage which commenced prior to the inception of the cover under this endorsement
- vi) The first £1,000 of each and every loss after the application of the Underinsurance Clause

Provided that the Insured

1. keeps the insured Property in good and substantial repair
2. notifies the Company immediately in writing in the event of
  - a) the operation of a cause insured by this Endorsement
  - b) demolition excavation or building being commenced at or affecting any part of the Property insured or the site or adjoining the site

In the event of demolition excavation or building the Company shall have the right to vary or cancel the cover provided by this endorsement

FLY TIPPING

With our written consent the reasonable costs of cleaning and removal of any property deposited illegally within the boundaries of the Buildings(s).

Limit of liability is £500 in respect of any one claim and £5,000 in total in any one period of insurance.

FLATS DIRECT MONEY COVER EXTENSION

DEFINITIONS

MONEY

Cash, Bank Notes, Cheques, Girocheques, Banker's Draft, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers, V.A.T. Purchase Invoices, Customer Redemption Vouchers and unused units in franking machines all Your own or for which You are legally responsible and Trading Stamps and Luncheon Vouchers Your own only while in Your custody.

The insurance by this Section 1A Buildings extends to include whilst within the Territorial Limits:

1. Money held by Directors and Officers of the Residents Management Company or members of the

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Management Committee of the Residents Association for the benefit of individual flat owners is covered against Damage

2. Any safe strongroom case cash box bag or garment used for the storage or carriage of Money is covered against Damage as a result of theft or attempted theft of Money while:

- (i) in the Building insured by Section 1A Buildings
- (ii) in transit
- (iii) in a bank night safe until removed by an authorised bank official
- (iv) in Your home or the home of any person to whom such Money is entrusted up to the limits of Liability in respect or each occurrence

**Limits of Liability**

Our liability shall not exceed £1,000 any one occurrence and shall not exceed £2,500 during any one Period of Insurance.

**Exceptions**

We will not be liable under this extension for

- 1. (a) Damage due to error or omission in receipts payments or accounting practice
- (b) Indirect loss of any kind
- 2. Damage due to the dishonesty of any director partner or Employee unless discovered within Seven working days of its occurrence
- 3. Loss or theft from an unattended vehicle.

**FLATS DIRECT EVICTION OF UNAUTHORISED OCCUPANTS & MALICIOUS DAMAGE BY TENANT**

**Eviction of unauthorised occupants**

In respect of Section 1A Buildings the insurance extends to include the reasonable expenses incurred in evicting unauthorised occupiers of the Premises provided that

- a) Our liability shall not exceed £2,500
- b) You take all reasonable precautions to avoid any property becoming occupied by any party other than the Tenant

For the purpose of this extension Tenant(s) is defined as the person(s) legally occupying the Premises

**Malicious Damage by tenants**

In respect of Section 1A Buildings the insurance extends to include Damage to the Buildings caused by Tenants or their guests provided that

- a) Our liability under this extension for any one loss in respect of any one Tenant(s) will not exceed £2,500

For the purpose of this extension Tenant(s) is defined as the person(s) legally occupying the Premises

**Flats Direct Policy Wording**

It is hereby agreed that the following amendments are noted on the Flats Direct Policy effective from 1st May 2011.

Section 1A - Buildings

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The Endorsements shown below apply to your Policy.

Temporary Removal

(a) the cover in respect of Contents is extended to include such property whilst temporarily removed from the Premises for the purposes of cleaning renovation or other similar purposes to any other premises within the United Kingdom or in transit by road rail or inland waterway

(b) the cover in respect of Contents is also extended to include property as therein defined transferred between Premises described in the Schedule including transit by road rail or inland waterway between such Premises

Provided that Our maximum liability in respect of any one incident of Damage shall not exceed 15% of the Contents Sum Insured shown in the Schedule for any one occurrence and £2,500 any one article

Both (a) and (b) above are subject to:

- (i) such property not being more specifically insured
- (ii) the Excess applying under this Section
- (iii) the property not being removed for more than 90 consecutive days.

Gardening Equipment

Your gardening equipment whilst in any locked outbuilding at the Buildings provided that Our liability shall not exceed £2,500 any one occurrence

Television Aerials

- (a) Radio and television receiving aerials satellite aerials their fitting or masts
  - (b) Closed circuit television systems provided that Our liability shall not exceed £2,500 any one occurrence
- at the Buildings specified in the Policy Schedule

Section 2 - Rent

Alternative Accommodation

In the event of Damage to Buildings covered by Section 1A of this Policy resulting in

- (a) a residential portion of the Buildings being uninhabitable
- (b) access being prevented to a residential portion of the Premises

This Section extends within the Limit of Liability to include

- (i) the necessary and reasonable additional cost of alternative residential accommodation
  - (ii) the necessary and reasonable cost of accommodation in kennels or catteries for dogs or cats belonging to any owner or lessee in residence, where such pets are not permitted in any alternative accommodation
  - (iii) the necessary and reasonable cost of temporary storage of furniture belonging to any owner or lessee
- during the period necessary to restore their respective parts to a habitable condition

Section 1C - Owners' Liability to the Public

Limit of Liability

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£5,000,000 in respect of any claim or number of claims arising out of one cause.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of:

a) legal fees and expenses incurred with Our prior written consent for defending prosecutions, including appeals against convictions

b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one Period of Insurance is limited to £500,000.

We will not indemnify You under this Clause in respect of:

1. any prosecutions unless they relate to death to any person other than an Employee occurring within the Territorial Limits during the Period of Insurance happening in connection with The Business.

2. a) the payment of fines or penalties

b) any remedial or publicity orders or any steps required to be taken by such orders

3. defence costs and expenses and costs of prosecution awarded against You for which You are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy.

4. any proceedings resulting from any deliberate act or omission by You.

Section 3 - Employers' Liability

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of:

a) legal fees and expenses incurred with Our prior written consent for defending prosecutions, including appeals against convictions

b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one Period of Insurance is limited to £500,000.

We will not indemnify You under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any Employee within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of the Employee by You in The Business.

2. a) the payment of fines or penalties

b) any remedial or publicity orders or any steps required to be taken by such orders

3. defence costs and expenses and costs of prosecution awarded against You for which You are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy.

4. any proceedings resulting from any deliberate act or omission by You.

Notes of Interest

The following interests are noted:

The freeholder: Cavernlodge Limited

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## 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 Number **PP04 021673759**

1) Name of Policyholder **SWEET BRIAR COURT MANAGEMENT LTD**

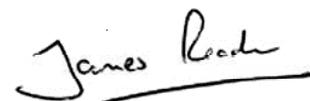
2) Date of commencement of insurance **6th July 2017**

3) Date of expiry of insurance **6th July 2018**

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, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney **(b)**; and
2. the minimum amount of cover provided by this policy is no less than £5 million **(c)**.

Signed on behalf of Covea Insurance plc (Authorised Insurer)

A handwritten signature in black ink, appearing to read "James Roche".

Chief Executive Officer

### 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 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.

## Health and safety for small/medium sized businesses

### How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

### Employers' liability vs public liability - what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- Employers' liability policies - this covers employers for injury or disease to people they employ; and
- Public liability policies - this covers businesses for injury, disease or damage to people they do not employ, for example visitors.

### The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at [www.hse.gov.uk/index.htm](http://www.hse.gov.uk/index.htm).
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover mid-term purely because of a breach of health and safety regulations.

### Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- Any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

## Some common concerns

<b>Documentation</b>	<ul style="list-style-type: none"><li>• Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.</li><li>• <u>However</u>, although it is <u>not</u> a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.</li></ul>
<b>Written risk assessments</b>	<ul style="list-style-type: none"><li>• If you employ fewer than five employees, there is no need for you to complete written risk assessments. <u>However</u>, although completing and recording risk assessments is <u>not</u> a legal or insurance requirement, it may help in defending any civil law claims made against you.</li></ul>
<b>The role of health and safety consultants</b>	<ul style="list-style-type: none"><li>• You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice - often, this is available from your own staff.</li><li>• If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at <a href="http://www.oshcr.org">www.oshcr.org</a>.</li></ul>
<b>Testing portable electrical appliances</b>	<ul style="list-style-type: none"><li>• There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.</li><li>• However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at <a href="http://www.hse.gov.uk/electricity/index.htm">www.hse.gov.uk/electricity/index.htm</a>.</li><li>• For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at <a href="http://www.hse.gov.uk/pubns/indg236.pdf">www.hse.gov.uk/pubns/indg236.pdf</a>.</li></ul>

## More help

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at <http://www.abi.org.uk/>

You can also find more guidance on the HSE website available at [www.hse.gov.uk](http://www.hse.gov.uk).

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SWEET BRIAR COURT MANAGEMENT LTD

The Employers' Liability Tracing Office (ELTO) is an independent industry body comprising members who are EL Insurers. ELTO is a proactive move by the insurance industry to meet its obligations to help those who have suffered injury or disease in the workplace to identify the relevant insurer quickly and efficiently. At the heart of this process is a centralised database - The Employers' Liability Database (ELD).

Covéa Insurance has joined ELTO and as such are required to supply policy data to the ELD. Below is a list of all company names including the full name of any subsidiary company along with the Employer Reference Number(s) (ERN) to be insured by this policy.

<b>Company Name</b>	<b>Employer Reference Number</b>	<b>Exempt</b>
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