

Residential Property Owners Policy Schedule



Policy Reference: D24K223N

This document states **your** policy limits for types of claims and if there are any **endorsements** to **your** policy wording that may add or remove the coverage stated in **your** policy wording. The **insurer's** liability is several and each **insurer** is liable only for the insurance cover provided in respect of that Section indicated under the **schedule**. In issuing this policy with the relevant limits and endorsements, **we** have relied on the information provided in the statement of fact and **you** must therefore make sure that **you** have taken all reasonable care to honestly provide this information and that to the best of **your** knowledge and belief, it is accurate. If **you** don't **your** policy may be cancelled, treated as if it never existed and **your** claim may be rejected or not fully paid.

If **you** are in any doubt, **you** should speak to **your** insurance broker.

Broker Details

Name	Brown & Brown Insurance Brokers (UK) Limited t/a Alan & Thomas
Address	314-316 Bournemouth Road, Poole, Dorset , BH14 9AP
Tel	0120 2754900

Policy Holder Details

Policyholder Title
Policyholder First Name
Policyholder Surname

Company Details

Company Name	Sweet Briar Court Management Ltd
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Correspondence Details

Correspondence Addressee	Sweet Briar Court Management Ltd
Correspondence Address	15 Windsor Road,, SWINDON GB, SN3 1JP

Residential Property Owners Policy Schedule



Important Information

Reason for Issue	Renewal
Date of Issue	05 July 2024 16:55
Policy Effective Date	6 July 2024
Policy Expiry Date	5 July 2025
Total Insurance Premium	£3,499.91
IPT (Insurance Premium Tax at the current rate)	£419.99
Production Fee	£675.00
Total Payable	£4,594.90

When you take out a policy with Eaton Gate Commercial you will be charged a fee by Vigilis Services Limited ('Vigilis') for the production of this policy defined as the Production Fee. Vigilis undertakes a number of roles including but not limited to broking systems and software, policy administration, risk management services, claims and complaints administration and has also been appointed by ARAG plc as its agent to distribute cover Section 5. Eaton Gate MGU Ltd ('Eaton Gate') provides all other sections of cover.

Freeholders and Multi Occupancy Buildings

If you are a freeholder or your property relates to a multi occupancy building your insurance broker should have notified you of the disclosure requirements for you to promptly provide vital information to policy stakeholders, including leaseholders, about your policy as outlined in ICOBS 6A.7 of the FCA Handbook. This required disclosure will arise in circumstances where your broker does not have contact details of the leaseholder and includes disclosures for a comprehensive summary detailing cover, pricing and remuneration information. If you are unclear about these additional disclosure undertakings and how this may impact your multi-occupancy buildings insurance, please contact your broker.

Residential Property Owners Policy Schedule



Section 1 – Property Damage & Section 2 Loss of Rent and Alternative Residential Accommodation

Property Details

Risk Address	11, 15-35 (odds), 25-35 (odds), 49-71 (odds) & 75-85 (odds) Farriers Close
	SWINDON SN1 2QU
Building Declared Value	£5,712,020
The standard inflation protection is index linking. If required, a Day 1 inflation provision is available.	Day 1 - 30%
Total value of Contents of Communal Areas at this property	£26,125
Total value of Landlords contents in residential units at this property	£0
Total Loss of Rental Income for the indemnity period selected:	£54,000
Indemnity period required	36 Months

Additional Property Cover

Subsidence Cover	Subsidence Cover Included
Interested Parties	No

Section 3 – Property Owners Liability

Limit of Indemnity	£10m
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Section 4 –Employers Liability

Employers Liability Indemnity £10,000,000	Employers Liability Included Limit of
Clerical / Managerial: Wageroll (£)	£10,000
Property maintenance: Wageroll (£)	£0
Gardeners: Wageroll (£)	£0
Porters: Wageroll (£)	£0

Residential Property Owners Policy Schedule



Section 5 – Landlord’s Legal Solutions

Landlord’s Legal Solutions Indemnity Limit

£100,000

Residential Property Owners Policy Schedule



Policy Wording

Your Policy Wording can be found here <https://www.brokerexpress.co.uk/documents/rpo/BE-RPO-Wording-V1.2-SP-MAR24.pdf>

Your Summary of Cover can be found here <https://www.brokerexpress.co.uk/documents/rpo/BE-RPO-SOC-V1.2-SP-MAR24.pdf>

Your Notice to Policyholder can be found here <https://www.brokerexpress.co.uk/documents/rpo/EG-RPO-Notice-to-Policyholders-V1.2-SP-MAR24.pdf>

Global Endorsements & Conditions Precedent

Buildings Rebuild Valuation Condition

It is a condition precedent to Our liability under Section 1 – Property Damage that within 30 days of commencement of the policy period You shall obtain a professional rebuild valuation of the Buildings insured under this Policy, that a copy of the valuation report is sent to Us and that any amendment to the Buildings sum insured required following the valuation is implemented.

The valuation shall be undertaken by a Surveyor who is a qualified member of the Royal Institute of Chartered Surveyors.

We withhold the right to withdraw cover if this condition is not completed within the specified time period.

Endorsements

Unoccupied Definition

The definition for Unoccupied is deleted and replaced by the following:

Any Premises that for a Period exceeding sixty (60) consecutive days is less than 50% untenanted, empty or no longer in use.

Contingent Contract Works Cover

The Insurance by each Item on Buildings extends to include Damage to Contract Works at the Premises.

We shall not be liable:

- a) for the first £500 of each and every loss arising under this extension
- b) for more than £250,000 under this extension during any one period of insurance
- c) for any contract where the original contract price or contract value on completion exceeds £250,000 any one single contract
- d) where the Contract Works are already insured under another insurance policy.

It shall be a condition precedent to Our liability that You shall ensure that the third party contracted to complete such Contract Works have adequate insurances in place to cover the Contract Works.

For the purpose of this extension the term Contract Works shall be defined as follows:

- a) temporary or permanent works completed or to be completed at the Premises as part of any contract with a third party contractor.
- b) materials and property for incorporation in such works whilst on or adjacent to the Premises.

Trace and Access

The Extension for Trace and Access is deleted and replaced by the following:

What is covered

The reasonable costs incurred by You:

- a) in locating the actual source of the Damage;
- and

Residential Property Owners Policy Schedule



b) any repairs directly arising from (a) above caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating

What is not covered

Any amount in Excess of £50,000 in any one Period of Insurance.

Tree Felling and Lopping

The Extension for Tree Felling and Lopping is deleted and replaced by the following:

What is covered

The cost of removing or lopping trees which are an immediate threat to the safety of life or Property.

What is not covered

Any amount in Excess of £5,000 any one loss

Any Legal or Local Authority costs involved in removing trees

Any Costs incurred solely to comply with a preservation order

Alternative Residential Accommodation

In the event of Damage to the Property at the Premises for which We have admitted liability under Section 1 of this Policy which renders the Premises or parts of the Premises unfit to live in We will pay the reasonable costs of Alternative Residential Accommodation up to a maximum amount of 33.33% of the Building sum insured applying to the Premises or parts of the Premises which have suffered Damage for the period whilst they are unfit for habitation or 24 months whichever is the lesser.

Prevention of Access

The Extension for Prevention of Access is deleted and replaced by the following:

What is covered

The Loss of Rent and/or the costs of Alternative Residential Accommodation following an interruption to the Business as a result of Damage by any of the insured perils included under Section 1 of this Policy to property:

a) in the Vicinity of the Premises which prevents or hinders the use of or access to the Premises;

b) at the buildings of Your managing agents within the Territorial Limits.

What is not covered

Any loss where the prevention or hindrance of access or use is less than 24 hours.

Any amount in excess of £50,000 in respect of any one event.

Sale of Property

The cover provided by Section 2 - Loss of Rent and Alternative Residential Accommodation is extended to include Loss of Rent resulting from the termination or renegotiation of any agreements for lease or other loss of tenancy or delay in completion of letting of the Premises consequent upon Damage to Property in the Vicinity of the Premises excluding obstruction of roads streets and the like by weather or climatic conditions.

Residential Property Owners Policy Schedule



Provided always that:

- a) there is an identifiable reduction in Rent solely in consequence of the Damage and the burden of proving such reduction is solely in consequence of the Damage will be upon You.
- b) there is no liability for any loss of rent during the first 12 hours of the Indemnity Period;
- c) the Maximum Indemnity Period shall not exceed 3 months from the date of the Damage;
- d) the limit is 5% of the Sum Insured on Loss of Rent or £100,000 whichever is the less

For the purpose of this extension the term Vicinity shall be defined as a radius of 500 meters from the Premises.

Escape of Water Excess

The amount of Excess applicable in respect of losses caused by Escape of water from any tank, apparatus or pipe is increased to £500 and not as otherwise stated in the Excess table

Smoke Detector Condition

It is a condition of your policy that at least one (1) battery operated smoke detector is installed and operational on each floor of the property. If you fail to comply with this condition loss or damage by fire will be excluded.

Brown and Brown Amended Referencing and Inspection Condition

Section 1 Property Damage Conditions 6 Referencing and Inspection and 7 Sub-Letting and Tenancy Period are inoperative

Placed Tenants Exclusion

It is a condition precedent to Our liability that You do not allow any room or portion of Your Premises to be let to or occupied by asylum seekers or any person placed by a local authority, government department, entity acting under contract with the government, charity or other non-governmental organisation

Water Damage Loss Limit

Our limit of liability for any Property Damage loss arising from water damage in any cellar, basement or part of the property below ground level including any loss of rent arising therefrom is limited to £25,000 any one loss.

Residential Property Owners Policy Schedule



Residential Property Owners Policy Schedule



Excesses

The excess is the amount of each loss that you are responsible for.

If Your Policy renews or incepts on or after 1st January 2022 then (unless stated otherwise on this Schedule) the Excesses applicable to each section are as follows.

SECTION	EXCESS APPLICABLE	
Section 1 -	Water Damage in a Cellar, Basement or part of the property below ground level	£2,500
	Subsidence	£1,000
	Escape of Water	£500
	Replacement Locks	£50
	All Other Property Damage	£250
Section 2 -	Loss of Rent	Nil
Section 3 -	Employers' Liability	Nil
Section 4 -	Property Owners Liability	£250
Section 5 -	Landlord's Legal Solutions	Nil
	Landlord's Emergency Solutions	Nil

If Your Policy renews or incepts on or before 31st December 2021 then (unless stated otherwise on this Schedule) the Excesses applicable to each section are as follows.

SECTION	EXCESS APPLICABLE
Section 1 - Buildings & Contents (excluding Subsidence)	£100
Section 1 - Theft of Keys	£50
Section 1 – Subsidence	£1000
Section 1 - Escape of Water	£250
Section 2 - Loss of Rent	NIL
Section 3 – Property Owners Liability	£250
Section 5 - Landlord's Legal Solutions	NIL
Landlord's Emergency Solutions	NIL

Residential Property Owners Policy Schedule



Appointment of Broker Express

The **Insurers** have appointed Broker Express to administer **your** insurance on their behalf. This policy is issued in accordance with the authorisation **Insurers** have granted to Broker Express under the terms of a contract between the **Insurers** and Broker Express. This contract makes Broker Express the agent of the **Insurer** and gives them the authority to perform certain acts on the **Insurer's** behalf but does not affect **your** rights to claim or make a complaint. Broker Express receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share.

About Broker express

Broker Express is a trading name of the Eaton Gate group. Broker Express has not made any personal recommendations regarding the sale of this policy.

Broker Express can be contacted:

By telephone: 0333 234 1741

By e-mail: info@egmgu.co.uk

In writing at: Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

For further details on how **your personal data** is used by Eaton Gate, please check its [Privacy Policy](#).

The Eaton Gate group comprises:

- Eaton Gate MGU Ltd ('Eaton Gate') which is registered in England (No. 9825821) at 20 St Dunstan's Hill, London, EC3R 8HL and is authorised and regulated by the Financial Conduct Authority (FRN 773194). Eaton Gate is an intermediary and not an Insurer. Eaton Gate receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share based on underwriting performance.
- Vigilis Services Limited ('Vigilis') which is registered in Gibraltar (No. 113603) at Madison Building, Midtown, Queensway, Gibraltar, GX11 1AA and authorised and regulated by the Gibraltar Financial Services Commission (FSC20381) and by the Financial Conduct Authority (FRNs 771790 and 781071). In addition to the fee **you** pay, Vigilis receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share based on underwriting performance.

Vigilis is an intermediary and not an Insurer. When **you** take out a policy with Broker Express **you** will be charged a fee by Vigilis for the production of this policy which is determined by the total insurance premium and defined as the Production Fee. Vigilis provides broking systems, policy administration and claims administration.

Residential Property Owners Policy Schedule



Your Insurers

Sections 1-4 and Optional Extensions are provided by:

Insurer:	SiriusPoint International Insurance Corporation (Public Company, Limited by Shares) UK Branch
Registered Number:	516401-8136
Registered Office:	20 Fenchurch St, 4th Floor, London, EC3M 3BY
Website:	www.siriuspt.com
FCA Registration Number:	202912
Complaint Address:	The Complaints Manager, 20 St. Dunstan's Hill, London, EC3R 8HL
Complaints Email:	complaints@egmgu.co.uk

Registered in Stockholm Sweden, Reg No. 516401-8136, UK Establishment Number BR 002760. Authorised and regulated by the Swedish Financial Authority. Deemed authorised by the Prudential Regulation Authority.

For further details on how **your personal data** is used by the Insurer, please check its [Privacy Policy](#).

Section 5 Is Provided By:

Insurer:	ARAG Plc on behalf of SCOR UK Company Limited
Registered Number:	02585818
Registered Office:	9 Whiteladies Road, Clifton, Bristol, BS8 1NN
Website:	www.arag.co.uk
FCA Registration Number:	452369
Complaint Address:	Customer Relations, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

ARAG plc is authorised and regulated by the Financial Conduct Authority (452369). ARAG plc appointed Vigilis as its agent to distribute the sections of cover for which it is the product manufacturer.

For further details on how **your personal data** is used by the Insurer, please check: [Privacy Policy](#) (ARAG) and [Privacy Policy](#) (SCOR).

Making a Claim

If **you** wish to make a claim, **you** should contact **us** as soon as possible. **You** should not settle, reject, negotiate or agree to pay any claim without **your Insurer's** written permission.

For claims under Sections 1-4 of **your policy** and optional extensions:

Electronic Notification of Loss:	eatongate.davies-group.com
Number:	0333 005 2666
New Claims Email - Property:	newclaims.eatongate@davies-group.com
New Claims Email – Liability:	newliabilityclaims.eatongate@davies-group.com

For claims under Sections 5 of **your policy**:

Residential Property Owners Policy Schedule



Number: 0117 917 1698
Email: newclaims@arag.co.uk

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your** business, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

LEGAL SERVICES WEBSITE - www.araglegal.co.uk

With **Your Policy You** get free access to **Our** legal services website using the following code, EC426C378CB8, which allows **You** to create many online documents and guides which can help **Your** business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

Customer Complaints

If **your** complaint is about the way **your policy** was sold to **you** please contact **your** insurance broker or intermediary firm who arranged **your** policy for **you**. Their address and telephone number are shown on **your schedule**.

If **your** complaint is about a claim made under **your policy** please contact the **Insurer's** claim administration team. Their address and telephone number are shown above.

Eaton Gate is dedicated to resolving **your** complaint so if **you** fail to reach **your Insurer** or have a complaint about your Policy or wish to discuss a complaint **you** have with **your Insurer**, please contact the Eaton Gate customer services team;

- Telephone: 0333 234 1741
- By e-mail: complaints@egmgu.co.uk
- In writing to: Customer Services Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

TERRITORIAL LIMITS

The **Territorial Limits** of this **Policy** are:

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

How We Use Your Personal Data and Who We Share It With

Insurance Underwriting and Administration

The information that **you** provide to **us** may be used for purposes of insurance underwriting and administration or claims processing and payment by **us**, **our** associated companies, suppliers and service providers, agents, and by reinsurers. From time to time this information may be disclosed to regulatory or statutory bodies for the purposes of monitoring and enforcing **our** compliance with the relevant regulatory code or rules. **Your** information may also be used for the purposes of calculating renewal terms as well as crime prevention, statistical analysis and research and development.

Residential Property Owners Policy Schedule



This information may be transferred outside of the European Economic Area for any of these purposes and for system administration. Should this happen **we** will ensure that anyone receiving **your** information agrees to handle this information to the same standard and level of protection as if **we** were dealing with it.

If **you** pass **us** any information relating to any other person, **you** confirm that they have given **you** permission to provide it to **us** and that they give permission for **us** to process their **Personal Data** and that **you** have explained to them who **we** are and what **we** will use their data for.

We will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained

The information provided will be treated in confidence and in compliance with the **Data Protection Regulations**.

Claims Handling

In assessing any claim, **we** or **our** agents will likely consult any publicly held information which may include but will not be limited to: electoral roll, bankruptcy or insolvency records, county court judgments, repossessions and such like. This information may also be shared with other insurers and **our** agents and suppliers. Please check **our** Privacy Policy for details of these third parties.

Credit Searches or Third Party Information Sources

In considering **your** application for this **Policy we** or our agents may consult a number of data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain policy records and to combat fraud. **We** or our agents may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies. This information may be used by other credit lenders for making credit decisions about **you** and other people to whom **you** are financially associated for fraud prevention, money laundering reasons or for tracing debtors. Please check our Privacy Policy for details of these third parties.

- approved service providers or suppliers or other group companies that provide support services;
- fraud prevention or credit reference agencies or other agencies that carry out work on **our** behalf such as the Insurance Fraud Bureau (IFB);
- other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman services or the Claims and Underwriting Exchange (CUE) or ELTO (see below);
- purchasers of the whole or part of **our** business;

The Claims and Underwriting Exchange Register (CUE) run by Motor Insurance Bureau (MIB Ltd). The aim is to help **Us** to check information provided by **You** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with the **Policy**. **We** will pass any information relating to any incident which may or may not give rise to a claim under the **Policy** and which **You** have to notify **Us** of in accordance with the terms and conditions of the **Policy**, to the relevant registers.

In accordance with the Employers Liability Insurance: Disclosure by Insurers (no 4) Instrument 2013 made by the Financial Conduct Authority (FCA) **we** will be required to provide some of your information to the Employers Liability Tracing Office (ELTO). The information that **we** supply in accordance with this requirement will be added to an electronic database that will be managed by ELTO. The information supplied to the ELTO will include:

- policy number(s)
- employers' current names and addresses
- coverage dates
- Her Majesty's Revenue and Customs Employers Reference Numbers

Residential Property Owners Policy Schedule



We may ask credit reference agencies to give **you** a credit score, which may affect **your** insurance application. **We** may also use information relating to **you** and **your** property supplied to **us** by other third parties.

Fraud Protection

In order to prevent fraud, **we** may, at any time:

- share information with other organisations or public bodies (such as the Police) about **you**;
- undertake credit searches or additional fraud searches;
- check and file **your** details with fraud prevention agencies or on registers of claims that are shared with insurers.

If **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded.

Automated Decisions

We may use automated tool with decision making to assess **your** insurance application, such as price rating tool, flood, theft and subsidence area checks. These automated decisions will produce a result on where **we** are able to offer insurance, the appropriate price for **your** insurance policy or whether **we** can accept **your** claim. If **you** object to an automated decision **we** may not be able to offer **you** an insurance quotation or renewal.

Your Rights

Unless subject to an exemption under the **Data Protection Regulations**, **you** have the following rights with respect to **your personal data**:

- **You** have the right of access to **your personal data we** hold and to any correction of this if it is found to be inaccurate or out of date. In the event of any dispute regarding rectification of **your personal data**, **you** may request a restriction to be placed on further processing. **We** will only keep **your personal data** for as long as is necessary to provide **you** with the products and services to meet **our** legal obligations.
- **You** may request **us** to transmit **your personal data** directly to another **data controller**.
- **You** have the right to request erasure of **your personal data**, although **we** may refuse to comply with **your** request where **your personal data** is processed on a lawful basis. Where **your personal data** has been shared with others, **we** will notify those using **your personal data** to comply with **your** request.
- **You** have the right to lodge a complaint to the regulatory authority if **you** feel **we** have not lawfully processed **your personal data** or suitably responded to **your** requests or rectified **your personal data** in the time permitted.

Broker Express is a trading name of Eaton Gate MGU Limited which is registered in England (No. 9825821) at 20 St Dunstan's Hill, London, EC3R 8HL. Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).