

## Property Owners



## New Business Schedule

**Insured Name:** Heronbridge Close RTM Company Ltd  
**Postal Address:** 15 Windsor Road  
Swindon  
**Postcode:** SN3 1JP  
**Business:** Property Owner

**Your Agent is:** JOHN EKE & PTN LTD BATH  
**Agent ref:** **Agency No:** 08631  
**Address:** 128 HIGH STREET  
MIDSOMER NORTON, BRISTOL AVON  
**Postcode:** BA3 2JJ  
**Telephone No:** 01761 414049  
**Fax No:**  
**Email Address:**

If after reading your schedule you have any questions, please contact your agent as noted above.

**Policy Number:** 004396756

**Date of Issue:** 10th May 2006

**Renewal Date:** 1st February 2007

**Expiry Date:** 31st January 2007

**Effective Date:** 1st February 2006

**First Premium:** £568.79

Gross Premium inc IPT @ 5.00% = £27.08

TOTAL

Exclusive of VAT	VAT Rate	VAT Amount
£568.79		
£568.79		

<b>Premises:</b>	1-6 & 19-24 Heronbridge Close Westlea Swindon
<b>Postcode:</b>	SN5 7DR
<b>Business:</b>	Two Blocks of 6 Purpose Built Flats

## SECTION 1: THE STRUCTURE

DESCRIPTION	SUM INSURED
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The Buildings - subject to Average	£ 650,000
Subsidence Excess	£ 1,000

**Extensions operative: 1**

**Endorsements operative: A**

Excesses	Amount
Excess	£ 200

## SECTION 2 : LANDLORDS CONTENTS ALL RISKS

Not Insured

## SECTION 3 : PUBLIC LIABILITY

DESCRIPTION	INDEMNITY LIMIT
Public and Property Owners Liability	£ 2,000,000

## **SECTION 4 : RENT RECEIVABLE**

Indemnity Period: 12 Months

<b>DESCRIPTION</b>	<b>SUM INSURED</b>
Rent Receivable	£ 12,000
Alternative Accommodation	£ 10,000

**Endorsements operative: A**

## **SECTION 5 : GLASS AND SANITARYWARE**

<b>DESCRIPTION</b>	<b>SUM INSURED</b>
SUB SECTION 1	
Fixed Glass and Sanitaryware	
SUB SECTION 2	
Fixed Glass in Shop Fronts	
Damage to Frames, Displays, Alarm Foil & Lettering	£ 1,000
<b>Excesses</b>	
All Claims Excess	£ 100

## **SECTION 6 : EMPLOYERS LIABILITY**

Not Insured

## **SECTION 7 : PERSONAL ACCIDENT**

Not Insured

# **IMPORTANT NOTICE TO POLICYHOLDERS**

## **CHANGES TO GENERAL EXCLUSIONS**

### **GENERAL CONDITION: CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The following General Condition is added to this Policy if not already incorporated in the Policy Document.

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Product Summary

Please read this document carefully. Full terms and conditions can be found within the Policy Document.

### **NIG PROPERTY OWNERS INSURANCE POLICY**

The Property Owners policy is underwritten by The National Insurance and Guarantee Corporation Limited and will run for 12 months or as shown on the schedule.

Please refer to your policy schedule for full details of any endorsements or excesses that may apply.

### **STANDARD COVER**

#### **The Structure (Policy Section 1)**

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Available on "Specified Contingencies" or an "All Risks" basis</p> <p>Subsidence cover is available as an option in most cases</p>	<ul style="list-style-type: none"> <li>- Accidental Damage to Underground Service pipes and cables</li> <li>- Ground rent - up to 2 years whilst uninhabitable</li> <li>- Public authorities</li> <li>- Professional fees</li> <li>- Capital Additions - up to 10% of sum insured or £500,000 whichever is less</li> <li>- Removal of debris</li> <li>- Damage by Emergency Services - up to £25,000 any one claim</li> <li>- Contracting purchaser's interest</li> <li>- Trace and Access - up to £10,000 any one claim</li> <li>- Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees</li> <li>- Non-invalidation</li> <li>- Workmen</li> <li>- Mortgage - interests of mortgagors and leaseholders/lessees protected following increased risk</li> <li>- Drain clearance costs</li> <li>- Fire extinguishment Expenses - up to £5,000 any one claim</li> <li>- Loss of metered water and heating oil - up to £5,000 any one claim</li> <li>- Unauthorised use of Electricity, Gas or Water - up to £10,000 any one claim</li> <li>- Alternative accommodation costs (Residentially occupied properties only) up to 20% of the sum insured in total with 24 month indemnity period</li> <li>- Day One (optional) up to 150% of sum insured</li> </ul>	<ul style="list-style-type: none"> <li>- Index Linking</li> <li>- Designation</li> <li>- Reinstatement of Sum Insured following a loss</li> </ul>	<ul style="list-style-type: none"> <li>- Various exclusions apply to vacant or disused premises</li> <li>- Property more specifically insured</li> <li>- Damage to Glass and Sanitary Ware as defined under Section 5 - other than by Fire, Lightning or Explosion</li> <li>- Damage to electrical signs</li> <li>- Engineering Damage resulting from wear and tear, deterioration and other gradually operating causes</li> <li>- Damage caused by the bursting of a boiler due to steam pressure other than in respect of engineering damage</li> <li>- Frost damage to plumbing installation in outbuildings</li> </ul> <p>If "All Risks" cover is selected, the following additional exclusions apply:</p> <ul style="list-style-type: none"> <li>- Wear and tear, the action of light and atmosphere</li> <li>- Any process of cleaning, dyeing, restoring or repairing</li> <li>- Wind, hail, sleet snow, flood or dust damage to walls, gates or fences</li> <li>- Corrosion, wet or dry rot, marring or scratching</li> <li>- Normal settlement or bedding down of new structures</li> <li>- Inherent vice, latent defect, gradual deterioration</li> <li>- Faulty or defective workmanship</li> <li>- Collapse or cracking of Buildings</li> <li>- Maintenance, redecoration or repair costs</li> <li>- Damage to glass or sanitary ware</li> </ul>

## Landlords Contents (Policy Section 2)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>- Cover on Landlords Contents follows that chosen under Policy Section 1- The Structure</li> </ul>	<ul style="list-style-type: none"> <li>- Temporary Removal - up to 10% of the sum insured</li> <li>- Replacement Locks - up to £1,000</li> <li>- Debris Removal Costs - up to £25,000 any one premises</li> <li>- Loss of Oil and Metered Water - up to £5,000 any one period of insurance</li> <li>- Day One (optional) up to 150% of sum insured</li> </ul>	<ul style="list-style-type: none"> <li>- Index Linking</li> <li>- Basis of Claims Settlement - reinstatement</li> <li>- Automatic Reinstatement of Sum Insured</li> <li>- Excess - as per schedule</li> </ul>	<ul style="list-style-type: none"> <li>- Various exclusions apply to vacant or disused premises</li> <li>- Property in the open in respect of riot, malicious damage, storm, flood and theft</li> <li>- Stock and Materials in Trade</li> <li>- Bills of exchange, money, securities, etc.</li> <li>- Business books, plant and specifications</li> <li>- Jewellery, watches, furs and precious stones and metals</li> <li>- Works of art and antiques</li> <li>- Property more specifically insured</li> <li>- Cessation of work or confiscation by authorities</li> <li>- Damage to plant or fittings by self-ignition, short-circuit, excessive pressure, self-heating or leakage of electricity</li> <li>- Damage to electrical signs</li> </ul> <p>If "All Risks" cover is selected, the following additional exclusions apply:</p> <ul style="list-style-type: none"> <li>- Wear and tear, the action of light and atmosphere</li> <li>- Any process of cleaning, dyeing, restoring or repairing</li> <li>- Corrosion, wet or dry rot, marring or scratching</li> <li>- Subsidence, landslip or ground heave</li> <li>- Inherent vice, latent defect, gradual deterioration</li> <li>- Faulty or defective workmanship</li> <li>- Erasure or distortion of information on computer records</li> <li>- Dishonesty or fraud by Your employees or anyone lawfully on the premises</li> <li>- Maintenance, redecoration or repair costs</li> <li>- Damage to glass or sanitary ware</li> </ul>

## Public Liability (Policy Section 3)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>- Public Liability, indemnity limit up to £2 Million (any one occurrence) unless otherwise shown on the schedule</li> </ul>	<ul style="list-style-type: none"> <li>- Cross Liabilities</li> <li>- Motor Contingent Liability</li> <li>- Defective Premises Act 1972</li> <li>- Wrongful Arrest</li> <li>- Compensation for Court Attendance connected to a claim (up to £250 per day)</li> <li>- Additional Persons Insured</li> <li>- Worldwide Personal Liability</li> <li>- Contractors Contingent Liability</li> <li>- Contractual Liability</li> <li>- Health and Safety at Work Act 1974</li> <li>- Data Protection Act 1998</li> </ul>		<ul style="list-style-type: none"> <li>- Ownership of buildings not insured under Section 1 - The Structure</li> <li>- Ownership of land unless we have agreed to provide cover</li> <li>- Excluding manual work away from premises (other than collection or delivery)</li> <li>- Any mechanically propelled vehicle</li> <li>- Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given</li> <li>- Goods which You supply,</li> </ul>

			install, erect, repair or treat - Cost of rectifying or replacing defective work - Pollution or Contamination other than caused by a sudden identifiable and unintended and unexpected incident - Damage to anything supplied, installed or erected by You if such Damage is attributable to any defect therein
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#### Rent Receivable (Policy Section 4)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Loss of; - Rent Receivable - Additional Expenditure and - Outstanding Debt Balances - Cover follows that chosen under section 1- The Structure	- Boiler Explosion - Prevention of Access - Alternative Accommodation - Loss of Book Debts - Public Utilities - Professional Accountants' Charges - Automatic Rent Review - limit 100% increase - Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees - Sale of property - damage subsequent to sale agreement	- Reinstatement of Sum Insured following a loss - Cessation of Trading - First Financial Year - Unoccupied Buildings	- As shown under Section 1 - The Structure

#### Glass and Sanitary Ware (Policy Section 5)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
- "All Risks" cover on Glass, Sanitary Ware and Shop Front Glass at the Premises for which You are responsible	- Reasonable cost of boarding up - Damage to framework following breakage of Glass - Removal/Replacement of fixtures to effect replacement of glass - Replacement of foil lettering, painting of glass, etc. - Accidental damage to goods following breakage of glass		- Fire, Lightning or Explosion - Removal or installation carried out at the Premises - Theft unless theft is covered under Section 1 or 2 - Damage in any portion of Vacant or Disused Buildings

#### Employers Liability (Policy Section 6)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
- Employers' Liability, Indemnity Limit up to £10 Million (inclusive of legal costs) unless otherwise shown on the schedule	- Cross Liabilities - Health and Safety at Work Act 1974 - Compensation for Court Attendance connected to a claim (up to £250 per day) - Unsatisfied Court Judgements - Additional Persons Insured - Injuries to Working Partners	- Law Applicable - UK, Channel Islands and Isle of Man	



## Personal Accident (Policy Section 7)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
24 Hour cover for specified employees suffering bodily injury resulting in: <ul style="list-style-type: none"><li>- Death</li><li>- Loss of limbs or sight</li><li>- Permanent total disablement</li><li>- Temporary total disablement</li></ul>		<ul style="list-style-type: none"><li>- Change in Circumstances</li></ul>	<ul style="list-style-type: none"><li>- Flying other than as passenger on bona fide airline</li><li>- Winter sports and other hazardous pursuits</li><li>- Illness or disease or gradually operating cause</li><li>- Influence of alcohol or non-prescribed drugs</li><li>- Self-injury, provoked assault or willful exposure to needless peril</li></ul>

## General Conditions

<ul style="list-style-type: none"><li>- Observance of Conditions</li><li>- Cancellation</li><li>- Protections</li></ul>	<ul style="list-style-type: none"><li>- Policy voidable for non-disclosure</li><li>- Unoccupancy</li><li>- Interest Clause</li></ul>	<ul style="list-style-type: none"><li>- Reasonable Precautions</li><li>- Choice of Law</li><li>- Fire Extinguishing Appliances</li></ul>	<ul style="list-style-type: none"><li>- Change of Risk</li><li>- Contracts (Rights of Third Parties) Act 1999</li></ul>
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## Other features

24 hour business assistance services

Free Helpline services available 24 hours a day, 7 days a week for:-

- Legal Advice on any business problem including Employment, Tax, Contract Disputes etc
- Emergency Assistance - rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures, serious roof damage
- Glass Replacement and Locksmith Services - rapid call outs for any glazing or door & window security problems

Instalment Payment Method available in most cases

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy within 14 days of receipt. We will return any premium paid in full.

## Termination

If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy. Any return of premium will be at the discretion of NIG.

## How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the Broker, Intermediary or Agent who arranged the Policy for you or NIG at the address below quoting the Policy Number in all cases.

If you are not satisfied with the way in which a complaint has been dealt with, please write to the Chief Executive of NIG at Crown House, 145 City Road, London EC1V 1LP.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800.

## Details about our Regulator

The National Insurance and Guarantee Corporation Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or the Financial Services Authority can be contacted on 0845 606 1234.

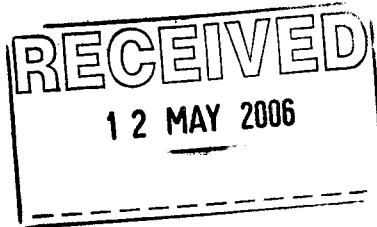
Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

NIG is the trading name of The National Insurance and Guarantee Corporation Ltd. Registered in England & Wales number 42133 at Crown House, 145 City Road, London EC1V 1LP Authorised and regulated by the Financial Services Authority. Calls may be recorded.



St James Court  
St James Parade  
Bristol BS1 3LH

Tel: 0117 922 8522  
Fax: 0117 922 8910



**TERRORISM ENDORSEMENT NO.PBR5721/004396861**

Attaching to and forming part of Policy No. 004396756

1. Insurer: The National Insurance and Guarantee Corporation Ltd
2. Insured: Heronbridge Close RTM Company Ltd
3. Period of Insurance: From 1 February 2006 To 31 January 2007
4. Renewal Date: 1 February 2007

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**Terrorism Premium**

Excluding Insurance Premium Tax:	£62.28
Insurance Premium Tax:	£3.11
Total(Including Insurance Premium Tax):	£65.39

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**Definition of Terrorism**

Terrorism means 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.

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**Cover**

In consideration of the payment of the Terrorism Premium and its Insurance Premium Tax in respect of the above Period of Insurance the insurance by this Policy includes

- (A) Damage in England and Wales and Scotland (but this shall not include the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) to the property insured under this Policy occasioned by or happening through or in consequence of Terrorism as defined above
- (B) loss consequent on interruption to or interference with the Business (but only where such loss is insured by this Policy) resulting from the Damage included in paragraph (A) above

Provided always that the insurance effected by this Endorsement is

- (1) not subject to any of the exclusions of this Policy other than war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (2) subject to the exclusion of riot or civil commotion

- (3) subject to the exclusion of digital or cyber risks, that is any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
- (a) 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 Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack, or
- (b) financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

Virus or Similar Mechanism

Virus or Similar Mechanism means 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.

Hacking

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

Denial of Service Attack

Denial of Service Attack means 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.

- (4) subject otherwise to all the terms and conditions of this Policy except that any Long Term Agreement applying to this Policy shall not apply to the insurance effected by this Endorsement.

Signed on behalf of Insurer...  .....

this .....10<sup>th</sup>..... day of ..May.....2006