

**RENEWAL  
INVITATION**
**Commercial Property Owners**
**Policy Number: PP04 021643641**

Renewal Date

1st February 2018

Agent: FLATS DIRECT  
 SUITE C10 ARENA BUSINESS CENTRE  
 NINE NIMROD WAY  
 FERNDOWN\*  
 DORSET  
 BH21 7WH

Agency No: 11459  
 Agent's Ref:

Premium Due £ 1186.36

plus Premium Tax (12.0%) £ 142.36

Total Payable £ 1328.72

Insured HERONBRIDGE CLOSE RTM COMPANY LTD

Trade(s) PROPERTY OWNER AND NO OTHER FOR THE PURPOSE OF THIS INSURANCE

Address C/O MR J MORRIS 15 WINDSOR ROAD  
 SWINDON SN3 1JP

Your Property Owner's policy is due for renewal on the date shown above.

The premium due should be paid to your Broker by the renewal date.

The relevant sums insured have been index linked in accordance with the policy terms and conditions. The renewal premium reflects these changes. On payment of the renewal premium you will receive a new policy schedule which will show up to date details of cover, including the revised sums insured following the application of index linking. Please retain this with your Policy Booklet.

Please check carefully that the cover provided by your Policy remains adequate and continues to meet your business and cover requirements. If any alterations are necessary please advise your broker. May we remind you of the necessity of informing us of any material changes that have occurred since either last renewal or inception of this policy. If you have any doubt as to whether a fact is material you should seek the advice of your broker.

You should keep a record of all information supplied (including copies of letters) relating to this policy.

Alternative methods of payment (Debit/Credit Card or monthly Direct Debits) are available

**How we use your information**

For details on how we may use your information please see the Notice to Policyholder at the back of this document or see our Policy Booklet, available on our website: [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

**IMPORTANT: Please refer to the NOTICE TO POLICYHOLDER page(s) for any changes to your Policy cover. Any query should be referred immediately to your broker.**

**NOTICE TO  
POLICYHOLDER**
**Commercial Property Owners**
**Policy Number : PP04 021643641**

We have made some changes to the Commercial Property Owners policy with effect from the renewal date.

Please ensure that you read this document in conjunction with your Commercial Property Owners policy wording as it forms part of the renewal terms and conditions being offered.

A copy of the new complete wording is available from your broker and can also be downloaded from our website at [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

**Customer Information**

*We have amended the 'Complaints Procedure', as follows:*

**Complaints Procedure**

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively, please contact **Us** using the following details, quoting **Your** Policy or claim number:  
Customer Relations, Covéa Insurance,

Norman Place, Reading,  
Berkshire RG1 8DA.

Telephone: 0330 221 0444

Website: [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

Email: [customer.relations-rdg@coveainsurance.co.uk](mailto:customer.relations-rdg@coveainsurance.co.uk)

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at [www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints).

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service

Exchange Tower,  
Harbour Exchange Square,  
London E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

email:[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Conditions**
**Condition 3. Alterations has been amended to read as follows:**
**2. Alteration in Risk**

**You** or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the Policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with Condition 8. Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of £10 plus insurance premium tax. If as a result of an alteration **You** are due a refund of premium, amounts under £10 (plus the prevailing rate of Insurance Premium Tax) will not be refunded, to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the Policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the Policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

**Condition 5. Fraud has been amended to read as follows:**
**5. Fraudulent Claims**

For the purposes of this Condition the definition of '**You** / **Your**' will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this Policy as having terminated with effect from the time of the fraudulent act.

**NOTICE TO  
POLICYHOLDER**
**Commercial Property Owners**
**Policy Number : PP04 021643641**

If **We** do treat this policy as having terminated, **You** will have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this Condition applies only to that person's claim and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

**Condition 13. Non Disclosure and Misrepresentation has been replaced as follows:**
**13. Fair Presentation of the Risk**

**You** must make a fair presentation of the risk when **You** first take out this Policy and also whenever **you** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible, **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this Policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this Policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the Policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the Policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this Policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this Condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this Condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

**The following Conditions have been added:**
**3. Change of Risk or Interest**

This Policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this Policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

**14. Terms Not Relevant to Actual Loss**

If payment of a claim is conditional upon compliance with any term of this Policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

The following Condition has been deleted:

1. Compliance with Policy Terms,

The following Condition has been renumbered to the following:

1. Reasonable Precautions

**NOTICE TO  
POLICYHOLDER**

**Commercial Property Owners**

**Policy Number : PP04 021643641**

**We have amended your policy endorsements with effect from the renewal date.**

**We have amended the Terrorism Extension pages PSCHED4A and PSCHED5A. We would like to bring your particular attention to the following changes within the Terrorism Extension. Please ensure that you read this document in conjunction with your Commercial Property Owners policy wording as it forms part of the renewal terms and conditions being offered.**

**A copy of your policy wording is available from your broker and can also be downloaded for free from our website at [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)**

*We have amended the Acts of Terrorism definition as shown below:-*

**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.

*We have added the definition Phishing as shown below:-*

**Phishing**

Any access or attempted access to data information made by means of misrepresentation or deception.

*We have amended the Territorial Limits definition as shown below:-*

**Territorial Limits**

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

*We have amended the Cover wording as shown below:-*

**Cover**

Where the following specified Sections are insured by this Policy this Section will provide indemnity in respect of **Damage** and indirect loss the proximate cause of which is an **Act of Terrorism** carried out within the **Territorial Limits**

Section 1A: Contents, Section 1B: Money, Section 1C: Personal Accident - Assault, Section 1D: Legal Liabilities Public and Products Liability, Section 2: Business Interruption, Section 3: Buildings

*We have amended the Conditions wording including point b) to clarify that any long term agreement is not applicable to Terrorism cover and amended point a) as shown below:-*

**Conditions**

It is agreed that:

- a) in any action suit or other proceedings where **We** allege that any **Damage** or indirect loss is not covered by this policy the burden of proving that such **Damage** or indirect loss is covered shall be upon **You**
- b) any long term agreement in place is not applicable to Terrorism cover

*We have amended point b) of the Exclusions wording to include a wider cyber exclusion and amended point c) as shown below:-*

**Exclusions**

This extension does not cover:

- b) **Damage** or indirect loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - i) the alteration modification distortion corruption of or **Damage** to any **Computer Equipment**
  - ii) any alteration modification distortion erasure corruption of data processed by any such **Computer Equipment**

where such **Damage** or indirect loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**

NOTICE TO  
POLICYHOLDER

Policy Number : PP04 021643641

c) **Damage** or indirect loss in respect of:

i) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**

ii) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes

Other than:

1. flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence

2. properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%

iii) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy

iv) any other type of property which is specifically excluded elsewhere in this policy

**POLICY  
SCHEDULE**
**Commercial Property Owners**
**Policy Number: PP04 021643641**

Period of Insurance from **1st February 2018** To Expiry Date **1st February 2019**

Agent **FLATS DIRECT  
SUITE C10 ARENA BUSINESS CENTRE  
NINE NIMROD WAY  
FERNDOWN\*  
DORSET  
BH21 7WH**

Agency No: **11459**  
Agent's Ref:

**Premium Due** £ **1186.36**
**plus Premium Tax ( 12.0%)** £ **142.36**
**Total Payable** £ **1328.72**

Insured **HERONBRIDGE CLOSE RTM COMPANY LTD**

Trade(s) **PROPERTY OWNER AND NO OTHER FOR THE PURPOSE OF THIS INSURANCE**

Address **C/O MR J MORRIS  
SWINDON** **15 WINDSOR ROAD  
SN3 1JP**

**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 : Section 1A - Buildings and Landlord's Contents</b> Buildings situate: 1-24 Heronbridge Close Westlea Swindon SN5 7DR  Occupation/Use: Flats Constructed Pre 1990  <b>Buildings Sums Insured</b>	<b>1,705,977</b>	<b>2,132,471</b>	<b>1,099.71</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.**

Insured      HERONBRIDGE CLOSE RTM COMPANY LTD

The following Section(s) is/are in force

**Landlords Contents at Property 1**
**Section 1B - Glass**
**Glass in the building(s) situate:-**

 1-24 Heronbridge Close  
 Westlea  
 Swindon  
 SN5 7DR

**Section 1C - Owner's Liability to the Public**
**TERRORISM EXTENSION**
**Section 3 - Employers' Liability**

1. Clerical And Managerial	0	£ 0	N/A	N/A
2. Security Staff, General Maintenance Staff, Caretakers And Gardeners	1	£ 100	N/A	N/A
3. All Other	0	£ 0	N/A	N/A

**Total Employers' Liability Premium**

Declared Value £	Sums Insured £	Premium Excluding Tax £
------------------	----------------	-------------------------

N/A	15,000	0.00
-----	--------	------

INCLUDED

86.65

0.00

Insured **HERONBRIDGE CLOSE RTM COMPANY 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 Building(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

Reason for Issue **INVITE RENEWAL**

Schedule Dated **28th December 2017**

Insured **HERONBRIDGE CLOSE RTM COMPANY LTD**

**The Endorsements shown below apply to your Policy.**

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 of 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**

Reason for Issue **INVITE RENEWAL**

Schedule Dated **28th December 2017**

Insured      **HERONBRIDGE CLOSE RTM COMPANY LTD**

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**

Reason for Issue **INVITE RENEWAL**

Schedule Dated **28th December 2017**

**Insured**
**HERONBRIDGE CLOSE RTM COMPANY LTD**

**The Endorsements shown below apply to your Policy.**

£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.

**Reason for Issue**
**INVITE RENEWAL**
**Schedule Dated**
**28th December 2017**

**Insured**
**HERONBRIDGE CLOSE RTM COMPANY LTD**

The Extension shown below applies to your Policy.

**TERRORISM EXTENSION**
**Definitions**

The following definitions apply to this Extension in addition to the Definitions at the front of this policy and any relevant Section definitions.

**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*.

**Computer Equipment**

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 Your property or not.

**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.

**Hacking**

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

**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 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

**Nuclear Reactors**

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

**Phishing**

Any access or attempted access to data or information made by means of misrepresentation or deception.

**Territorial Limits**

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

**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.

Continued

**Insured**
**HERONBRIDGE CLOSE RTM COMPANY LTD**

The Extension shown below applies to your Policy.

**Cover**

Where the following specified Sections are insured by this Policy this Extension will provide indemnity in respect of Damage and indirect loss the proximate cause of which is an Act Of Terrorism carried out within the Territorial Limits

Section 1A: Buildings, Section 1B: Glass, Section 2: Rent

**Conditions**

It is agreed that:

- a) in any action suit or other proceedings where We allege that any Damage or indirect loss is not covered by this policy the burden of proving that such Damage or indirect loss is covered shall be upon You
- b) any long term agreement in place is not applicable to Terrorism
- c) this Extension is
  - i) not subject to any of the exclusions specified elsewhere in this Policy other than those stated in the Exclusions below
  - ii) subject to all the other terms limits of liability definitions provisos and conditions of this Policy (including but not limited to any Excess or deductible to be borne by You) except as expressly varied hereby.

**Exclusions**

This Extension does not cover:

- a) Damage or indirect loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from riot civil commotion war invasion act or foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) Damage or indirect loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - i) the alteration modification distortion corruption of or Damage to any Computer Equipment
  - ii) any alteration modification distortion erasure corruption of data processed by any such Computer Equipment
- where such Damage or indirect loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack
- c) Damage or indirect loss in respect of:
  - i) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor
  - ii) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
- Other than:
  1. flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
  2. properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
    - iii) any property which is insured by or would but for the existence of this Policy be insured by any form of transit or aviation or marine policy
  - iv) any other type of property which is specifically excluded elsewhere in this Policy

**Insured**
**HERONBRIDGE CLOSE RTM COMPANY LTD**

The Extension shown below applies to your Policy.

**TERRORISM EXTENSION**
**Definitions**

The following definitions apply to this Extension in addition to the Definitions at the front of this policy and any relevant Section definitions.

**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*.

**Computer Equipment**

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 Your property or not.

**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.

**Hacking**

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

**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 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

**Nuclear Reactors**

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

**Phishing**

Any access or attempted access to data or information made by means of misrepresentation or deception.

**Territorial Limits**

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

**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.

Continued

**Insured**
**HERONBRIDGE CLOSE RTM COMPANY LTD**

The Extension shown below applies to your Policy.

**Cover**

Where the following specified Sections are insured by this Policy this Extension will provide indemnity in respect of Damage and indirect loss the proximate cause of which is an Act Of Terrorism carried out within the Territorial Limits

Section 1A: Buildings, Section 1B: Glass, Section 2: Rent

**Conditions**

It is agreed that:

- a) in any action suit or other proceedings where We allege that any Damage or indirect loss is not covered by this policy the burden of proving that such Damage or indirect loss is covered shall be upon You
- b) any long term agreement in place is not applicable to Terrorism
- c) this Extension is
  - i) not subject to any of the exclusions specified elsewhere in this Policy other than those stated in the Exclusions below
  - ii) subject to all the other terms limits of liability definitions provisos and conditions of this Policy (including but not limited to any Excess or deductible to be borne by You) except as expressly varied hereby.

**Exclusions**

This Extension does not cover:

- a) Damage or indirect loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from riot civil commotion war invasion act or foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) Damage or indirect loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - i) the alteration modification distortion corruption of or Damage to any Computer Equipment
  - ii) any alteration modification distortion erasure corruption of data processed by any such Computer Equipment

where such Damage or indirect loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack
- c) Damage or indirect loss in respect of:
  - i) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor
  - ii) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes

Other than:

  1. flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
  2. properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
    - iii) any property which is insured by or would but for the existence of this Policy be insured by any form of transit or aviation or marine policy
  - iv) any other type of property which is specifically excluded elsewhere in this Policy

## 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 021643641**

1) Name of Policyholder **HERONBRIDGE CLOSE RTM COMPANY LTD**

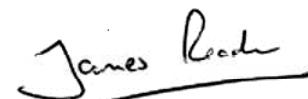
2) Date of commencement of insurance **1st February 2018**

3) Date of expiry of insurance **1st February 2019**

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)



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>However, 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. However, 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).

Insured

HERONBRIDGE CLOSE RTM COMPANY 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>
HERONBRIDGE CLOSE RTM COMPANY LTD		No