

Flats Policy

Schedule

About you

Policyholder: Orchard Cout (Swindon) Management Company Ltd

Policy number: PP04 021768805

Correspondence address: 190 Oxford Road
Swindown
SN3 4HA

Portfolio type: Commercial & Residential Property Owner

Business Description: Property Owners

Employer Reference Number: NA

Your subsidiary's name: None

Your subsidiary's Employer Reference Number: None

About your policy:

Period of Insurance: 18/12/2021 to 18/12/2022

Transaction effective date: 18/12/2021

Reason for issue: New Business

Date of issue: 20/12/2021

Your premium:

This transaction policy premium: £461.13

This transaction Terrorism premium: £0.00

This transaction IPT: £55.34

Gross annual premium including IPT: £516.46

Who is looking after your policy:

Your broker: Flats Direct
314-316 Bournemouth Road
Poole, Dorset
BH14 9AP

Risk address: 190 Oxford Road
Swindown
SN3 4HA

Section 1: Property Damage

Item description	Declared value	Sum insured
Buildings	£845,865	£1,141,918
Communal Contents	£25,000	£25,000

Subsidence Extension Applies

Excesses

All Property Damage Claims other than	
Escape of Water and Subsidence	£100
Property Damage Subsidence	£1,000
Property Damage Escape of Water	£500

Section 2: Loss of Rent

Item description	Sum insured
Loss of Rent	£0
Maximum Indemnity Period	12 Months

Alternative Residential Accommodation and Rent	Limit of Liability
Maximum Indemnity Period	£380,601
Not applicable	

Section 3: Employers' Liability

Limit of Indemnity – any one occurrence	£10,000,000
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Item description	Wageroll
Clerical Wages	£0

Section 4: Property Owners Liability

Limit of Indemnity – any one occurrence	Limit of Liability
	£10,000,000

Section 5: Terrorism

Item description	
Property Damage	Not Insured
Business Interruption	Not Insured

Endorsements applicable to your policy

Endorsement: Wording changes

General Exclusions

General Exclusion 3. **Radioactive Contamination** is deleted and replaced with the following:

3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee** of **Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by You this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

Exclusion 5. Date Recognition has been deleted and remains blank.

Exclusion 7. Date Recognition Computer Equipment has been deleted and remains blank.

Exclusion 10. Electronic Data Exclusion has been deleted and replaced with the following

10. Electronic Risk

(not applicable to Section 3: Employers' Liability and Section 4: Property Owners' Liability if insured by this policy)

- (a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of The Perils as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a Computer System insured under this policy sustains physical damage caused by The Perils which results in damage to or loss of Data stored on that hardware or the Data storage device, then the damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data shall only be the costs of reproducing Data if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Data, but does not include the value of the Data to You or any other party even if such Data cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

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

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

The Perils means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

The following exclusion **Communicable Disease** is added to the General Exclusions.

12. Communicable Disease

(not applicable to Section 3: Employers' Liability and Section 4: Property Owners' Liability if insured by this policy)

- (a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- (i) a **Communicable Disease**; or
- (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

- 1. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a **Communicable Disease**; or
 - (b) any property insured hereunder that is affected by such **Communicable Disease**,
- and
- 2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Communicable Disease.
 - (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that You establish that such physical loss, destruction or damage was directly caused by:
 - (i) Terrorism (as defined in this policy), or
 - (ii) **The Perils** as described below

where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

The Perils means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Section 2: Loss of Rent Clauses

Section clause **Notifiable Disease Vermin Pests and Defective Sanitation Murder or Suicide** is deleted and replaced with the following:

Compulsory Closure

The insurance by this Section extends to include interruption of or interference with the **Business** as a result of compulsory closure of the Premises by a public body authorised to prevent access to the Premises arising from the occurrence of:

- (a) foreign or deleterious matter in food or drink sold, supplied or provided at the **Premises**
- (b) murder, manslaughter, suicide or rape at the **Premises**
- (c) defective sanitation or the presence of vermin or pests at the **Premises**.

For the purposes of the cover the **Indemnity Period** is restated as follows:

The **Indemnity Period** shall mean the period of time during which interruption to the **Business** occurs as a result of the matters set out at sub-clauses (a) – (c) (each ‘an occurrence’) commencing with the date of the closure of the Premises and not exceeding:

- (i) 30 days in respect of each occurrence and
- (ii) 30 days in total in respect of all occurrences in any one **Period of Insurance**

Our liability will not exceed **£25,000** in any one **Period of Insurance**.

Exclusions

Exclusions 1 and 2 are deleted

Section 4: Property Owners' Liability

Definitions

The following Definition has been added to the Section Definitions:

Electronic Data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Exclusions

The following Exclusion has been added to the Section Exclusions:

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- (a)** authorised or unauthorised transmission of **Electronic Data**
- (b)** the content of any website, **Your** email, intranet or extranet
- (c)** erasure, loss, distortion, corruption or alteration of **Electronic Data** or any loss of use resulting in reduction of functionality
- (d)** failure of electronic, electromechanical data processing or electronically controlled equipment or Electronic Data to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date.