

COMPLETE PROPERTY OWNER New Business SCHEDULE

Policy Number:	BB/29397522	Agent :	A-One Insurance Services Ltd
Account Number:	14/93011		
The Insured:	The Nurseries Management Company Limited / Borderclove		
Postal Address:	15 Windsor Road, Swindon.		
Postcode:	SN3 1JP		

First Premium	£3,196.33	Annual Premium	£3,196.33
Insurance Premium Tax	£383.56	Insurance Premium Tax	£383.56
Total Premium	£3,579.89	Total Annual Premium	£3,579.89
Effective Date:	01/03/2024	Renewal Date	01/03/2025

Insurance Premium Tax is stated at the prevailing rate.

This Schedule should be read in conjunction with the Complete Flatowner policy overview (**ACOM944/8**) and Complete Flatowner policy wording (**ACOMSC859/10**).

Business Description: Property Owner

The Premises:

Address: The Nurseries, Chopin Mews, Mazurek Way, Swindon,.
Postcode: SN25 1TS

Clauses applicable to the whole policy:

C/110/1 Mortgage and Other Interests
C/500/1 Manslaughter Defence Costs – Employers Liability
C/501/1 Manslaughter Defence Costs – Property Owners Liability
C/821/1 Loss of Rent

SECTION 1 - PROPERTY DAMAGE

PROPERTY INSURED AT PREMISES A	SUM INSURED
Buildings Sum Insured:	£6,841,795 (£5,067,997)
Contents of Common Parts:	£27,000 (£20,000)
Excluded Events - 10 Excess:	Property Damage: £500 Subsidence: £1,000

SECTION 2 - PROPERTY OWNERS LIABILITY

Limit of Indemnity:		£10,000,000
Excess:	Third Party Property Damage	£250

SECTION 3 - EMPLOYERS LIABILITY

Limit of Indemnity	£10,000,000
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SECTION 4 – COMMERCIAL LEGAL EXPENSES

Cover	The maximum amount the Insurer is liable to pay under this Section is:	
	1 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance.	£250,000
	2 Any One Claim relating to a Business Aspect Enquiry	£2,000
	3 Any One Claim relating to Jury Service Allowance	£5,000
	4 Any One Claim relating to Witness Attendance Allowance	£5,000
	5 For all Claims in the aggregate first notified to the Insurer during the Period of Insurance.	£1,000,000

(collectively “the Limit of Indemnity”)

The above amounts are all inclusive of Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, and Value Added Tax (VAT) if the Insured is VAT registered.

Master Policy Reference: 36888

You can access all the additional services and benefits of your legal expenses policy, including a free legal healthcheck and free legal advice helpline, by visiting www.allianzlegal.co.uk. To register for [Allianz Legal Online](#), which provides legal support and templates for over 140 business and legal documents, your registration code is ALP269A25UK

TERRORISM

Property Damage	£5,067,997
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Clauses**C/110/1 Mortgage and Other Interests**

The interest is noted in respect of any Residential Building or Residential Unit of all parties who have an interest in such property.

In addition, the rights of any mortgagee or lessor shall not be prejudiced by any act of any mortgager, lessee or occupier of any Residential Building or Residential Unit provided the mortgagee or lessor shall immediately on becoming aware of such act give The Company notice in writing and pay any additional premium The Company may require

C/500/1 Manslaughter Defence Costs – Employers Liability

Section 4 - Employers Liability (If Applicable) is extended as follows:

The Insurer will indemnify the Insured in respect of

A. legal costs and expenses incurred with the prior written consent of the Insurer and

B. costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

1. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance

2. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

3. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

4. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

A. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order

B. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed

C. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance

D. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man

E. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by

- i. the Insured
- ii. any partner or director of the Insured
- iii. any Employee

C/501/1 Manslaughter Defence Costs – Property Owners Liability

Section 3 - Property Owners Liability is extended as follows:

The Insurer will indemnify the Insured in respect of

A. legal costs and expenses incurred with the prior written consent of the Insurer and

B. costs of the prosecution awarded against the Insured in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

1. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance or the Limit of Indemnity under this Section as stated in the Schedule whichever is the lesser

2. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

3. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

4. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

A. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order

B. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed

C. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance

D. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man

E. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by

- i. the Insured
- ii. any partner or director of the Insured
- iii. any Employee

C/821/1 Loss of Rent

Section 1 - Property Damage, Basis of Settlement Adjustments, 28 Loss of Rent is deleted and restated as follows:

28 Loss of Rent

Where as a result of Damage residential Buildings or parts of residential Buildings are rendered uninhabitable or access to them is prevented the Insurer will indemnify the Insured in respect of the loss of rent paid or payable to the Insured by Residents for accommodation provided and services rendered including service and management charges at the Premises during the period necessary to restore the residential Buildings to a habitable condition or to make it accessible

Provided that

1. cover for such costs shall only apply to the extent that such costs are not otherwise insured

2. the maximum period during which payment under this Extension will be made shall not exceed 24 calendar months from the date of the Damage unless agreed otherwise by the Insurer in writing

3. the liability of the Insurer under this Extension shall not exceed 33.30% of the Sum Insured applying to the Buildings or to the parts of the Buildings Damaged.

Terrorism Section

Definitions

1. Premises

Any of the Premises as defined in Section 1 - Property Damage.

2. Business

The Business shown in the Complete Flatowner Schedule, conducted solely from the Premises.

3. 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.

4. Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

5. Territorial Limits

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

Note 1: This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Note 2: For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

6. General Cover Policy

- a. this Policy
- or
- b. where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the schedule to this policy.

7. Property Insured

Property as detailed in the Schedule to any General Cover Policy but excluding

- a. property insured under a
 - i. Marine, Aviation or Transit policy
 - ii. Motor Insurance policy (other than Motor Trade policy)
 - iii. Road Risks Section of a Motor Trade policy
 - iv. reinsurance policy or agreementwhether such policy or agreement includes cover for an Act of Terrorism or not.
- b. any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless
 - i. insured under the same policy as the remainder of the building which is not a private residence
 - ii. the building is a block of flats
- c. any Nuclear Installation or Nuclear Reactor

8. Business Interruption

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the business.

9. 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 for 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.

10. Nuclear Reactor

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.

11. 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.

12. Hacking

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

13. 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.

Cover

The Insurer will pay the Insured for

- a. loss or destruction of or damage to the Property Insured
or
- b. Business Interruption
occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits

Provided always that the insurance by this Section

- a. is not subject to the Policy Exclusions or General Exclusions of the General Cover Policy
- b. is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
- c. is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i. no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy
 - ii. the renewal premium due in respect of this Section has been received by the Insurer
- d. is not subject to any long term undertaking applying to the General Cover Policy.

Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of destruction, damage or loss of or to the Property Insured or Business Interruption.

The most the Insurer will pay for any one Event is

- a. the Total Sum Insured,
or
- b. for each item its individual Sum Insured,
or
- c. any other limit of liability
in the General Cover Policy, whichever is the less.

Section Exclusions

The Insurer will not pay for

1. Digital and Cyber Risk Exclusion

any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

a. loss or destruction of or 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 loss or destruction or damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

or

b. Business Interruption directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

2. Riot, Civil Commotion and War

any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Territorial Limits

any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside the Territorial Limits.

Section Conditions

1. Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the General Cover Policy, the burden of proving that such damage or loss is covered shall be upon the Insured.

Warranties / Endorsements for your Policy:**Removal of Average**

The Insurer shall not enforce any term of the Policy to the extent that it makes any claims payment subject to average or to a reduction to reflect underinsurance. Nothing in this endorsement shall relieve the Insured of its obligation to make a fair presentation of the risk or to notify the Insurer of any change of risk or of the consequences of failure to do so.

Unoccupancy Period

It is noted that within the Policy Condition 13 Unoccupied Buildings reference to 30 days is amended to 60 days. Policy Condition 13 can be found below in full.

13 Unoccupied Buildings

When any building or more than 30% of the Flats forming any building at any Premises described in the Schedule as occupied become(s) Unoccupied for a period exceeding 60 consecutive days, or any such building described as Unoccupied for a period exceeding 60 consecutive days become(s) occupied, the Insured must give immediate notice of such change of occupancy to the Insurer, or cover under this Policy shall be avoided.

In respect only of buildings that have been Unoccupied for a period exceeding 60 consecutive days or buildings where more than 30% of the flats are Unoccupied for a period exceeding 60 consecutive days

- a. Events 7, 8, 10, 11 and 13 specified in Section 1 – Property Damage are not insured in respect of Unoccupied Flats
- b. the following action must be taken by the Insured in respect of Unoccupied Flats
 - i. the main electricity, gas and water services are to be turned off and the water system is to be drained, except when
 - A. electricity is needed to maintain any automatic fire or intruder alarm system in operation, or
 - B. electricity and water are needed to maintain any automatic sprinkler system in operation,
 - ii. the Buildings or Flats are to be inspected thoroughly both internally and externally at least weekly (the Insured may appoint a responsible person for this purpose), a record is to be kept of such inspections, and internal or external accumulations of combustible materials are to be removed at the time of such inspections
 - iii. the Buildings or Flats are to be secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms, setting any alarm systems, and setting any other protective devices to be fully operative.
- c. the Insured must notify the Insurer immediately if the Buildings or Flats within are to be occupied by contractors for renovation, alteration or conversion purposes.

Contagious and Infectious Disease Exclusion

Under Policy Exclusions, the following is added and applies to all Sections other than Sections 2 Property Owners Liability and 3 Employers' Liability.

9 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a Contagious or Infectious Disease;
- b the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- c the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- d any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this Exclusion will not apply to Physical Damage to Property Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- a clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- b monitor or test for Pathogens or a Contagious or Infectious Disease; or
- c provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- a cause Pathogens to come into contact with the premises or property of any person or entity; or
- b cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Physical Damage – means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage.

Contagious or Infectious Disease – means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where 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 (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen – means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

C/146/1 Event Excess Endorsement:

The excess for each and every claim caused by Event 8 under Section 1 - Property Damage is £500 and not as stated in the Schedule.

The above clause applies to the following Premises: Premises A.

C/146/1 Event Excess Endorsement:

The excess for each and every claim caused by Event 7 (Storm Only) under Section 1 - Property Damage is £500 and not as stated in the Schedule.

The above clause applies to the following Premises: Premises A.