

Schedule for Your Property Owners Policy

Produced on 10 November 2017

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Your Renewal Schedule

Please keep The Schedule safe with Your policy.

This Schedule outlines your cover. Clauses and Conditions applying to your cover are detailed in the Clauses and Conditions Schedule and should be read and understood in conjunction with your policy wording.

For Property Damage and Property Owners Liability covers, Your Schedule refers to Risk Locations and Premises. Each Risk Location consists of one or more Premises.

A unique reference number has been applied to each Risk Location, for example **001**. Premises within that Risk Location are identified by the number after the hyphen, for example Premises 2 at this Risk Location appears as **001-002**.

Policyholder Details

The Policyholder	Kingscourt (Birmingham) Management Company Ltd
Contact address	67 Newhall Street Birmingham B3 1NQ
The Business	Property Owners

Policy Details

Policy number	100586171CPO
Effective date	10 November 2017
Expiry date	09 November 2018
Annual premium (excluding Insurance Premium Tax)	£10,341.50
Insurance Premium Tax	£1,240.99
Total amount due	£11,582.49

Insurance Adviser Details

Your Insurance Adviser	JOHNSTON PARK MCANDREW TRINITY POINT, NEW ROAD HALESOWEN WEST MIDLANDS B63 3HY
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Important

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Summary of Cover

The Policyholder	Kingscourt (Birmingham) Management Company Ltd
The Business	Property Owners

There may be differences in the cover selected between premises, so please check the details carefully.



Sections You have chosen to cover:

Property Damage, Terrorism, Property Owners Liability

Other sections available that You have chosen not to cover:

Machinery Damage, Business Interruption, Employers' Liability, Property Owners Legal Protection, Commercial Crime, Management Liability, Inspection Service

Conditions

The following conditions apply across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated

Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (a) 30 days, or
 - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

Subjectivity Condition

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover, by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

Contact Details for Claims and Help

Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

Claims Service: 0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

Legal and Tax Helpline 0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and You pay for just the cost of the call.

Property Owners Legal Protection 0845 300 1899

If you have Property Owner Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Risk Solutions Helpline 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day.

This service is available during office hours with an answering service outside these times.

Counselling Service Helpline 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website - www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law, and risk management;
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters;
- discounts on legal services;
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Property Damage

All Risks and Excesses

For details of Your Property Damage cover, please refer to the Property Damage section of Your policy wording. In addition to the All Risks cover, the following also apply unless stated otherwise at Risk Location, The Premises or Property Insured:

Theft and Subsidence

Excess:

You will pay the first £350 of each and every occurrence , except for:

Subsidence £1,000

Risk Location 001

Location Address:

Kings Court, Cox Street / Livery Street, Birmingham, B3 1RD

The Premises 001-001

Description/Occupation:

Modern Purpose-Built Blocks of Flats, 73 residential units (46 units in Cox Street & 29 units in Livery Street)

All Risks and Excesses

For details of Your Property Damage cover, please refer to the Property Damage section of Your policy wording. In addition to the All Risks cover, the following also apply unless stated otherwise at Property Insured:

Theft and Subsidence

Excess:

You will pay the first £500 of each and every occurrence , except for:

Subsidence £1,000

Property Insured:

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value
1	Buildings	£15,525,678	Full Value	Day One Reinstatement	£11,500,502

Index Linking:

Applies to all the Property Insured detailed above, except for the following items:

1 Buildings

Terrorism

Sections to which Terrorism applies:

Property Damage

The Excess/Excesses

As detailed in the Sections of this policy where the Head of Cover is otherwise insured.

Risk Location

As detailed in the Sections of this policy where the Head of Cover is otherwise insured but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

Location Number	Address or Latitude/Longitude Coordinates
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The Property Insured

As detailed in the Sections of this policy where the Head of Cover is otherwise insured.

Sums Insured/Limits of Liability

As detailed in the Sections of this policy where the Head of Cover is otherwise insured.

Property Owners Liability

Limit of Indemnity: £5,000,000

Third Party Property Damage Excess: £0

Terrorism Limit of Indemnity: £5,000,000

The Limit of Indemnity and Third Party Property Damage Excess applies to all The Premises, as stated below.

The Premises reference	Address
001-001	Kings Court, Cox Street / Livery Street

Clauses and Conditions Schedule

Introduction

The Clauses and Conditions included in this Schedule apply to the covers you have selected. This document should be read in conjunction with your cover Schedules.

Clauses

Property Damage

Clauses applying to all Property Damage Risks on cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Automatic Reinstatement, Breakage or Collapse of Television and Radio Aerials, Buildings awaiting Refurbishment, Redevelopment or Renovation, Debris Removal, Description of Property, Drains, Emergency Services, Glass, Hire Agreement, Munitions of War, Non Invalidation, Other Interests, Professional Fees, Reinstatement to Match, Subrogation Waiver, Transfer of Interest, Unoccupied Buildings Awaiting Demolition and Redevelopment, Value Added Tax, Waiver of Average (RICS), Workmen

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

Bailors' Goods	Any one loss	£10,000
Capital Additions	Office or retail premises	£5,000,000
	Unoccupied premises	£1,000,000
	Premises occupied for other purposes	£2,000,000
	Alterations, additions & improvements	20%
	Alterations, additions & improvements	£500,000
Changing Locks	Any one claim	£5,000
	Any one Period of Insurance	£15,000
Contract Works	Contract price in excess of	£100,000
	Excess	£500
Contractors' Interests	Contract price in excess of	£250,000
Damage to Grounds	Any one claim	£25,000
Environmental Clause	Losses in excess of	£10,000
	Maximum payable	5%
	Maximum payable	£2,500
Failure of Third Party Insurances	Office or retail premises	£5,000,000
	Unoccupied buildings	£1,000,000
	Premises occupied for other purposes	£2,000,000
	Maximum any one claim	£50,000
Fire and Security Equipment	Any one claim	£5,000
Fly Tipping	Excess	£1,000
Further Investigation Expenses	Any one loss	£5,000
Gardening Equipment	Any one claim	£10,000
Inadvertent Failure to Insure	Office or retail premises	£5,000,000
	Unoccupied buildings	£1,000,000
	Premises occupied for other purposes	£2,000,000
	Any one claim	£500
Insect Nest Removal	Any one Period of Insurance	£2,500
Legal Expenses for the Eviction of Squatters	Maximum payable	£5,000
Local Authority Rates	Excess	£1,000
Long Term Unoccupied		

Loss Minimisation Costs and Prevention Expenditure	Any one Period of Insurance	£5,000
Loss of Rent or Alternative Accommodation for Residential Units	Any one claim	20%
	Maximum indemnity period	12 month(s)
Metered Services	Any one claim	£25,000
Money and Assault	In transit	£2,000
	In bank night safes and afterwards within bank premises until at the banks risk	£2,000
	In Your home or the home of any Employee, partner or director	£500
	Crossed cheques, crossed postal or money orders, crossed bankers drafts, stamped national insurance cards	£250,000
	Death	£10,000
	Total and permanent loss of sight in one or both eyes	£10,000
	Loss of one or both limbs	£10,000
	Total disablement which prevents the Insured Person from pursuing their normal occupation (per week)	£100
	Reimbursement of incurred medical expenses	£250
	Damage to personal effects following an attempted theft to steal Money covered by this Clause	£250
Privity of Contract	Maximum payable in Period of Insurance	£2,000,000
Reinstatement of Data	Any one claim	£5,000
Temporary Removal	Any one claim	10%
	Number of days	90 day(s)
Tenants Debris Removal	Any one claim	£25,000
Theft of Computers and Audio Visual Equipment	Any one claim	£100,000
Trace and Access	Any one claim	£50,000
Tree Felling and Lopping	Any one claim	£500
	Any one Period of Insurance	£2,500

Property Owners Liability

Clauses applying to all Property Owners Liability Risks on cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Additional Activities, Buildings Temporarily Occupied, Consumer Protection Act 1987 and Food Safety Act 1990, Contractual Liability, Corporate Manslaughter and Corporate Homicide Act 2007, Cross Liabilities, Defective Premises, Employees' and Visitors' Personal Belongings, Health and Safety Legislation, Motor Contingent Liability, Overseas Personal Liability

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

Data Protection Act 1998	Maximum payable	£1,000,000
Environmental Statutory Clean-Up Costs	Maximum payable	£100,000
Financial Loss - Property Owners	Maximum payable	£500,000
	Excess	5%
	Excess	£1,000
Hired or Rented Premises	Excess	£250
	Maximum payable	£1,000,000
Legionella	Maximum payable	£250,000
Libel / Slander	Excess	10%
	Limit per day (You/director/partner)	£500
Payment for Court Attendance	Limit per day (Employee)	£250

Action You Must Take

The following Conditions apply in addition to any Conditions stated in Your policy wording.

The following Condition applies to all Sections

Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

Property Damage

The following Condition apply to the Property Damage Section

The following Condition applies to The Premises

Illegal Cultivation of Drugs

If in relation to Damage to any Residential Unit caused by Your tenants manufacturing, cultivating, harvesting or processing by any other method, drugs, classed as a controlled substance under the Misuse of Drugs Act (1971), You, or anyone acting on Your behalf, have failed to fulfil the following conditions, We will not pay that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement
- (2) maintain a log of such inspections and retain that log for at least 24 months and carry out a six monthly management check of the inspections log
- (3) obtain and record written formal identification of any prospective tenant, retain a written employers reference for any new tenant and obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
- (4) advise Your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (2) and (3) above for all lettings that they arrange.

Unoccupied Premises

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every seven days, maintaining a weekly log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
- (2) remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from The Premises.
- (3) securely lock and close all external doors, and windows, and secure and seal all letter boxes and openings. However, where only a Portion of a Building is untenanted, this only applies to the untenanted Portion of a Building or Residential Unit.

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- (4) wherever possible, turn off all sources of power, fuel and water at the mains, chain and padlock the isolation valves, drain all water and fuel supply tanks, apparatus and pipes.
However, where the buildings are protected by an Intruder Alarm, CCTV or Fire Detection System or sprinkler installation, You must provide sufficient power, heat or water supplies for their effective operation.
 - (5) tell Us immediately if any building at The Premises becomes Unoccupied, if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used. Where The Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless We agree otherwise in writing.

Property Owners Liability

The following Condition applies to the Property Owners Liability Section

Unoccupancy

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that in connection with any building You own, hire or rent which is Unoccupied

- (1) all mains services are isolated and tanks drained unless required for the maintenance of alarms, fire detection systems or sprinklers
- (2) all flammable and combustible materials are removed
- (3) all external doors and windows are closed and securely locked and other similar precautions taken to prevent unauthorised access
- (4) arrangements are in force to check the unoccupied building internally and externally at least every seven days for evidence of unauthorised access

where they can be reasonably and practically implemented without frustrating or invalidating the lease.

