

Telephone: +44 (0)20 3037 8000 Fax: +44 (0)20 3037 8010 www.tysers.com

Bermuda Park (Nuneaton) Management Co Ltd C/o KWB Property Management Ltd Lancaster House 67 Newhall Street Birmingham B3 1NQ

13 May 2019

Dear Policyholder

Re: Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees of 1-6 (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 53 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold Walk, Bermuda Park Policy Number: AN701148/78000310/T Effective date: 01 June 2019

We have received instructions to renew the comprehensive All Risks Insurance (inclusive of Terrorism) for the property specified above, in accordance with your lease agreement and accordingly we enclose your documentation for the forthcoming year as follows;

- Invoice
- Certificate of Insurance
- Certificate of Employers Liability Insurance
- Insurance Policy
- Practical Risk Management Guide
- Client Service Agreement
- Demands and Needs Statement

## Please carefully read through these documents to ensure your requirements are met and advise us immediately if any changes are required.

#### **Building Sum Insured**

The building sum insured has been increased in accordance with the indices supplied by BCIS (Building Cost Information Service), the trading arm of RICS (Royal Institution of Chartered Surveyors), in line with construction industry inflation. Please review the sums insured to ensure they are adequate.

#### Premium

Based on the construction details provided and the current claims experience, the premium this year is £21,560.08 inclusive of Terrorism and Insurance Premium Tax.

#### Buildings Insurer – basis of insurer recommendation

Please note that the insurance will continue to be provided by Zurich Insurance plc. In striving to obtain the most competitive premiums for the level of cover required, we regularly approach the insurance market. Our most recent review identified four insurers – Allianz, Aviva, AXA and the incumbent Zurich. Zurich were able to continue providing the widest cover, the most competitive premiums and an assurance on the highest service standards. The cover is arranged by Tysers under a special facility for Estates & Management with Zurich Insurance Plc who are also authorised and regulated by the FCA. We act as an independent intermediary for Estates & Management Ltd when arranging this insurance policy to protect their interests in the insured property.

#### **Terrorism Insurer**

With effect from the 1<sup>st</sup> April 2018, insurance is provided by Lancashire Insurance Company (UK) Ltd and Brit Syndicate 2987 at Lloyd's.





#### Excess

As per the policy certificate.

#### Documentation

Please find attached the new Zurich Certificate of Insurance, Policy Wording and Certificate of Employers' Liability Insurance (please note it is a legal requirement that a copy of the Certificate of Employers' Liability be displayed at each place of business at which the insured employs persons covered by the Policy) which should all be read in conjunction with each other. We recommend you carefully read through these to familiarise yourself with what is covered and the important conditions applicable to your insurance.

#### **Employers' Liability**

Although it is no longer a legal requirement to retain out of date employer liability certificates you are strongly recommended to keep a detailed record of your Employers' Liability policies. This is because certain diseases can appear many years after a person was exposed to their cause and former or current employees may decide to make a claim against you for the period they were exposed to the cause of their illness. If you fail to keep details of your historic insurance details, you place yourselves at risk of having to meet the costs of such claims.

#### **Risk Management**

Many water damage claims are easily preventable by taking certain pro active measures, as per our Practical Risk Management Guide (attached) which offers many helpful hints in managing the insured risks, thereby lessening the frequency and size of future claims. Please take the time to read this carefully.

#### **Important Policy Conditions**

As you will be aware, all insurance policies contain conditions, some being more onerous than others. We draw your attention to the following onerous conditions to ensure you are aware and so that you can ensure compliance at all times, as non-compliance could adversely impact your cover;

- **Subsidence** damage to your garage arising from subsidence, ground heave or landslip is excluded unless the foundations beneath the external walls of the buildings suffers such subsidence, ground heave or landslip damage at the same time and from the same cause. Please note the full extent of coverage is outlined on page 17 of the Policy (Insured Peril 14) and that such conditions have always been applicable to the insurance of garages and in no way does this represent any adverse change in policy terms.
- Fire Extinguishing Appliances to be inspected regularly and any defects promptly remedied (p16)
- Security Protections must be kept in good working order (p16)
- Intruder Alarm Protection where fitted, this must be kept in full working order and services under a
  maintenance agreement, tested and set whenever the building is left unoccupied and immediately notify
  us if the Police or security company advises that signals will be disregarded or the response downgraded
  (p15)
- Automatic Fire Alarm Installation adhere to manufacturers' maintenance procedures, notify us
  immediately if disconnection or failure is likely to leave an area unprotected for 12 or more hours and
  record and retain all events, e.g. alarms, faults, tests, maintenance and disconnections in the event future
  examination is required (p15)
- Unoccupied Buildings in the event the Building (the whole building as opposed to an individual unit) is unoccupied for more than 60 consecutive days, you must turn off all mains services (except to maintain any fire or intruder alarm system) and completely drain the water system, inspect the building internally and externally every 7 days, take steps to prevent an accumulation of mail, secure the building against unlawful entry and pay an excess of at least £500 following malicious damage, storm, flood, water damage, theft or accidental damage (unless an increased excess is depicted within the policy schedule) (p15)
- **Reasonable Precautions** you must ensure all reasonable precautions are taken to prevent or minimise damage, accident, injury, financial loss or other loss, make every effort to comply with statutory requirements and regulations, keep a complete set of accounts and take up references before entrusting the property to a new employee (p28)



#### **Duty of Disclosure**

Under English law it is your duty to disclose all material facts to your insurers prior to the inception of the policy, and to keep them advised of any such facts or changes to such facts throughout the period of the policy, and upon renewal of the policy. A material fact is a fact which may influence an insurer's judgment in their assessment of a risk. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed. Failure to disclose material facts may entitle insurers to void the policy from inception.

#### Claims

In the event of a claim or incident which may give rise to a claim, you must immediately contact Property Claims on 01243 793769 / <u>UK.Chichester.Tyser.Claims@ajg.com</u> or alternatively contact Estates and Management on 020 8371 2903 and quote the policy number noted above. The prompt notification of claims is a requirement of all insurance policies, as detailed in the policy wording, and failure to comply with this may prejudice your position should a claim occur. In addition, you must notify the Police immediately if damage is caused by malicious persons, theft or unexplained loss and if damage is caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, full details must be provided within 7 days. You must not admit liability or engage with any party without insurers written consent. Full claims details can be found on page 24.

#### **Client Service Agreement**

Please find attached our Client Service Agreement (CSA) which sets out Tysers role and service along with your responsibilities relating to this contract of insurance, which we recommend you read through and let us know if you have any queries. In addition, we attach your Demands and Needs Statement (Your Insurance Requirements).

#### Commission

We remind you of your right to be informed of the level of commission which we receive from insurers for the placing of your insurance and other services, which you may request at any time.

#### Premium Payment Terms

Finally, please note that premium payment is due within 30 days of this letter and can be made by either cheque (payable to "Integro Insurance Brokers Ltd" to the address above), Direct Debit, (subject to a variable interest rate) or bank transfer (as detailed on our invoice).

We trust you will find this to be in order and look forward to receiving your remittance. Should you have any queries please do not hesitate to contact us.

Yours sincerely

Sophie Lock – Cert CII Client Director UK Corporate & Private Clients ⊠ <u>schemes@tysers.com</u> ☎ 020 3037 8411



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#### **Your Insurance Requirements**

We are required by the Financial Conduct Authority (FCA) – the independent watchdog that regulates the financial services industry – to provide you with this statement of your Demands, Needs and Suitability of the cover proposed.

Our understanding of your Insurance Requirements and Demands and Needs in relation to your existing insurance cover is based on the following / attached information you have provided to us.

We may have only taken account of your existing insurance arrangements, covering the same subject matter and risks, or only your new insurance requirements, in making our recommendations of insurance cover to you.

We have sent you our Client Service Agreement which we trust you have read and find acceptable. We have also pointed out within the aforementioned Client Service Agreement that, under English law, if you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to its trade, business or profession) the business has a duty to disclose to the insurer every material circumstance which it knows or ought to know after a reasonable search. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms.

This is the position under the laws of England and Wales, Scotland and Northern Ireland and the disclosure requirements, and consequences of failing to meet them, may differ where the (re)insurance contract is governed by the laws of another jurisdiction.

It is important that you read and understand the attached Summary or Specimen Policy, including all terms, conditions, limitations and exclusions, in conjunction with your Demands and Needs as shown below. You must also report all potential claims in accordance with the terms of the Summary or Specimen Policy.

Demands and Needs Statement (Your Requirements)

# The Insured: Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees of 1-6 (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 53 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold Walk, Bermuda Park

The attached documents show the subject matter insured, the type of cover, location limits or sums insured and cost together with the excess required and specific extensions or limitations of the cover. Please contact us immediately if there is <u>anything</u> in this statement with which you require further clarification, do not agree or wish to amend.

#### Suitability Statement

In accordance with your instructions, we have negotiated terms and recommend cover with the insurer(s)shown who are considered to be the most appropriate insurer(s) to underwrite your proposed insurance policy.

We recommend this insurance quotation(s) on the basis that in our opinion, the terms provide;

- The cover that best meets your requirements as closely aspossible.
- A competitive premium.
- The insurer provides a "first class" claims service.
- The insurer has strong financial rating with Standard & Poors / A M Best

and this quotation compares favourably with placements we have negotiated for other clients with similarinsurance requirements.

Your attention is drawn to any unusual terms, conditions or warranties, which are referred to within the summary or specimen Policy and where we were unable to obtain terms to satisfy your requirements this is also shown if applicable.

Warranties are important provisions contained in your policy and must be exactly complied with at all times. Breach of a warranty may suspend your policy. (Re)insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word 'warranty'.

Tysers is a trading name of Integro Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority Registered Office: 71 Fenchurch Street, London, EC3M 4BS. Registered Company in England: 2957627





Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of this policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

Date Sent to Client: 13 May 2019

Signed by Broker

For and on Behalf of Tysers

Please let us know if you have any queries, otherwise we will assume that you are in agreement with the details shown above.



### **Residential Property Owners Policy - Certificate of Insurance**

Insured:	Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees o (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 5 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold W Bermuda Park			27, 53	Policy No: AN701148/78000310/T		
Period of Insurance:	01 June	2019 to 31 May 2020			Policy Ref:	ZCYX807LC.04 (03/16)	
Insured Premises:		1-6 Incl 39 Water Lily Way 4 Poppy Cl, 1-6 Incl 13, 27 Way, 1-6 Incl 1 Mimosa C Marigold Walk, Bermuda F CV10 7SN	7, 53 Wisteria I, 1-6 Incl 28, 29				
Interested Parties:		The interests of any freehol noted.	lder, mortgagee, lessor, he	ritable creditor	"Primo Loco" o	r "Secundo Loco" or simil	ar party is
Sections Applicable: 1		1, 2, 3					
	ing, Explo ersons, St age	sion, Aircraft, Riot, Civil Com torm & Flood, Impact, Escape		-			<b>Excess</b> Nil £350 £500 £1,000
Sums Insured	I						
		<b>CLARED VALUE</b> 5,652.00	E CONTENTS OF COMMON PARTS 2.5% of the Buildings Sum Insured		LANDLORDS CONTENTS £nil		S
Section 1 Bu		Buildings		Sums Insured	d: Declared valu	ue plus 50% Day One Upl	ift
	F	Rent and/or Alternative Accommodation		Limit: 45% of the Buildings Sum Insured covered up to 36 Months			

Section	Bullulliys	Sums insured. Declared value plus 50% Day One Opini
	Rent and/or Alternative Accommodation	Limit: 45% of the Buildings Sum Insured covered up to 36 Months
Section 2	Property Owners Liability	Limit of Indemnity: £25,000,000
Section 3	Employers Liability	Limit of Indemnity: £10,000,000

#### **Annual Premiums**

Premium	£19,250.08		
Insurance Premium Tax	£2,310.00		
Total	£21,560.08		

#### **Claims Notification**

In the event of a Claim please call the Claims Administrators on 01243 793769 or contact <u>UK.Chichester.Tyser.Claims@ajg.com</u> or contact Property Claims, Arthur J. Gallagher, Metro House, Northgate, Chichester, West Sussex PO19 1BE ensuring that you provide them with the Policy / Reference Number and details shown on this Certificate of Insurance. Alternatively, contact Estates and Management on 0208 371 2903. You must notify all claims within 30 days.

Note: Zurich and Tysers have entered into a Claims Handling Agreement with Arthur J. Gallagher to manage all claims.

#### **Important Note**

This Certificate of Insurance provides a Summary of Cover Only. For a Full Policy Wording please contact Tysers UK Corporate & Private Clients 71 Fenchurch Street, London EC3M 4BS on 020 3037 8411 quoting the above policy number.

Zurich Insurance plc: A public limited company incorporated in Ireland Registration No. 13460 Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website <a href="https://www.fca.org.uk">www.fca.org.uk</a> or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.



## Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

Policy No. AN701148 / 78000310/T

1. Name of policy holder Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees of 1-6 (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 53 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold Walk, Bermuda Park

2. Date of commencement of 01 June 2019 insurance policy

3. Date of expiry of insurance policy

31 May 2020

We hereby certify that subject to paragraph 2:

- 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)
- 2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance plc (Authorised Insurer).

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Conor Brennan Head of UKGI, Zurich Insurance plc, UK Branch

#### 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, or 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.

Lancashire Insurance Company (UK) Ltd is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Firm Reference Number is 450965). Brit Syndicate 2987 at Lloyds is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Firm Reference Number is 204930)

Zurich Insurance plc A public limited company incorporated in Ireland Registration No.13460 Registered Office Zurich House. Ballsbridge, Park, Dublin 4 Ireland. UK branch registered in England and Wales Registration No BR7985. UK Branch Head Office The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. ZCYL181.01



## **Terrorism Schedule**

Policy Number :	B1262BW0050816	Policy Ref:	78000310/T		
Insurers:	Lancashire Insurance Company (UK) Ltd & 90% Brit Syndicate 2987 at Lloyd's – 10%				
Insured :	Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees of 1-6 (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 53 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold Walk, Bermuda Park				
Interested Parties:	The interests of any freeholder, mortgagee, lessor, heritable creditor "Primo Loco" or "Secundo Loco" or similar party is noted				
Period of Insurance :	From: 01 June 2019		To: 31 May 2020		
Insured Premises:	1-6 Incl 39 Water Lily Way, 1-6 Incl 4 Poppy Cl, 1-6 Incl 13, 27, 53 Wisteria Way, 1-6 Incl 1 Mimosa Cl, 1-6 Incl 28, 29 Marigold Walk, Bermuda Park, Nuneaton CV10 7SN				
Sum Insured:	Building Declared Value	£6,015,652.00	)		
	Contents of common parts	2.5% of the Bu	uilding Declared Value		
	Rent &/or Alternative Accommodation	45% of the Bu 36 months	ilding Declared Value, covered up to		
Premium :Inclusive of IPT	£0.00				

Subject to the exclusions and limits hereinafter contained, this Insurance insures buildings and contents against physical loss or physical damage caused by an Act of Terrorism or Sabotage.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Territorial Limits	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man and elsewhere subject to underwriters prior agreement.				
Sub Limits:	All as per the Associated Policy except:				
	<ul><li>(a) Sub-limits apply any one Occurrence and in all for the period and;</li><li>(b) where a sub-limit stated below is less than the limit provided by the Associated Policy, the lower limit shall apply:</li></ul>				
	(i) Seepage / contamination / pollution				
	10% of the Limit of Liability or $\pounds1,000,000$ whichever the lesser.				
	(ii) Denial of Access including civil or military order *				
	10% of the Limit of Liability or £1,000,000 whichever the lesser.				
	(iii) Utilities *				
	10% of the Limit of Liability or £1,000,000 whichever the lesser.				
	* Subject to one overall combined sublimit for Denial of Access and Utilities of 10% of the Limit of Liability or £1,000,000 whichever the lesser.				
Excess:	For all claims in respect of one Occurrence, which shall be adjusted in accordance with the terms, Exclusions and Conditions of this Policy, the Insurers will not be liable for the Amount of the Excess stated below. Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply; i) Denial of Access 48hrs ii) Utilities 48hrs				
Associated Buildings Policy:	Zurich Insurance plc Policy No. AN701148/78000310/T				
Claims Notification	Chris Moyes, Claims Division, Capsicum Delegated Authority, Halford House, 2 Coval Lane, Chelmsford, Essex, CM1 1TD - Chris_moyes@capsicumda.com +44 (0) 1245 772 108				

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#### Premium

Based on the construction details provided and the current claims experience, the premium this year is £929.78 inclusive of Terrorism and Insurance Premium Tax.

#### Buildings Insurer – basis of insurer recommendation

Please note that the insurance will continue to be provided by Zurich Insurance plc. In striving to obtain the most competitive premiums for the level of cover required, we regularly approach the insurance market. Our most recent review identified four insurers – Allianz, Aviva, AXA and the incumbent Zurich. Zurich were able to continue providing the widest cover, the most competitive premiums and an assurance on the highest service standards. The cover is arranged by Tysers under a special facility for Estates & Management with Zurich Insurance Plc who are also authorised and regulated by the FCA. We act as an independent intermediary for Estates & Management Ltd when arranging this insurance policy to protect their interests in the insured property.

#### **Terrorism Insurer**

With effect from the 1<sup>st</sup> April 2018, insurance is provided by Lancashire Insurance Company (UK) Ltd and Brit Syndicate 2987 at Lloyd's.





#### **Excess**

Please note that the standard excess for all property damage losses other than subsidence, landslip and heave and water damage, increases from £250 to £350 each and every claim effective 1<sup>st</sup> January 2018. This excess has remained unaltered since 2002 and the new excess is reflective of inflationary pressures on claims over this period and helps contain any premium increases. The excess for subsidence, landslip and heave will remain at £1,000 and for water damage at £500 each and every claim. Despite this, the excesses remain in-line with the insurance market.

Please check the policy schedule for confirmation of the policy excesses applicable to your property. Risk mapping data is constantly updated for flood, storm and subsidence and properties at higher risk may be subject to increased excesses. Properties subject to adverse claims experience may also be subject to increased excesses.

We are happy to discuss these changes if required.

#### Documentation

Please find attached the new Zurich Certificate of Insurance, Policy Wording and Certificate of Employers' Liability Insurance (please note it is a legal requirement that a copy of the Certificate of Employers' Liability be displayed at each place of business at which the insured employs persons covered by the Policy) which should all be read in conjunction with each other. We recommend you carefully read through these to familiarise yourself with what is covered and the important conditions applicable to your insurance.

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#### **Risk Management**

Many water damage claims are easily preventable by taking certain pro active measures, as per our Practical Risk Management Guide (attached) which offers many helpful hints in managing the insured risks, thereby lessening the frequency and size of future claims. Please take the time to read this carefully.

#### **Important Policy Conditions**

As you will be aware, all insurance policies contain conditions, some being more onerous than others. We draw your attention to the following onerous conditions to ensure you are aware and so that you can ensure compliance at all times, as non-compliance could adversely impact your cover;

- **Subsidence** damage to your garage arising from subsidence, ground heave or landslip is excluded unless the foundations beneath the external walls of the buildings suffers such subsidence, ground heave or landslip damage at the same time and from the same cause. Please note the full extent of coverage is outlined on page 17 of the Policy (Insured Peril 14) and that such conditions have always been applicable to the insurance of garages and in no way does this represent any adverse change in policy terms.
- Fire Extinguishing Appliances to be inspected regularly and any defects promptly remedied (p16)
- Security Protections must be kept in good working order (p16)
- Intruder Alarm Protection where fitted, this must be kept in full working order and services under a
  maintenance agreement, tested and set whenever the building is left unoccupied and immediately notify
  us if the Police or security company advises that signals will be disregarded or the response downgraded
  (p15)



- immediately if disconnection or failure is likely to leave an area unprotected for 12 or more hours and record and retain all events, e.g. alarms, faults, tests, maintenance and disconnections in the event future examination is required (p15)
- Unoccupied Buildings in the event the Building (the whole building as opposed to an individual unit) is unoccupied for more than 60 consecutive days, you must turn off all mains services (except to maintain any fire or intruder alarm system) and completely drain the water system, inspect the building internally and externally every 7 days, take steps to prevent an accumulation of mail, secure the building against unlawful entry and pay an excess of at least £500 following malicious damage, storm, flood, water damage, theft or accidental damage (unless an increased excess is depicted within the policy schedule) (p15)
- Reasonable Precautions you must ensure all reasonable precautions are taken to prevent or minimise damage, accident, injury, financial loss or other loss, make every effort to comply with statutory requirements and regulations, keep a complete set of accounts and take up references before entrusting the property to a new employee (p28)

#### **Duty of Disclosure**

Under English law it is your duty to disclose all material facts to your insurers prior to the inception of the policy, and to keep them advised of any such facts or changes to such facts throughout the period of the policy, and upon renewal of the policy. A material fact is a fact which may influence an insurer's judgment in their assessment of a risk. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed. Failure to disclose material facts may entitle insurers to void the policy from inception.

#### Claims

In the event of a claim or incident which may give rise to a claim, you must immediately contact Property Claims on 01243 793769 / <u>UK.Chichester.Tyser.Claims@ajg.com</u> or alternatively contact Estates and Management on 020 8371 2903 and quote the policy number noted above. The prompt notification of claims is a requirement of all insurance policies, as detailed in the policy wording, and failure to comply with this may prejudice your position should a claim occur. In addition, you must notify the Police immediately if damage is caused by malicious persons, theft or unexplained loss and if damage is caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, full details must be provided within 7 days. You must not admit liability or engage with any party without insurers written consent. Full claims details can be found on page 24.

#### **Client Service Agreement**

Please find attached our Client Service Agreement (CSA) which sets out Tysers role and service along with your responsibilities relating to this contract of insurance, which we recommend you read through and let us know if you have any queries. In addition, we attach your Demands and Needs Statement (Your Insurance Requirements).

#### Commission

We remind you of your right to be informed of the level of commission which we receive from insurers for the placing of your insurance and other services, which you may request at any time.

#### **Premium Payment Terms**

Finally, please note that premium payment is due within 30 days of this letter and can be made by either cheque (payable to "Integro Insurance Brokers Ltd" to the address above), Direct Debit, (subject to a variable interest rate) or bank transfer (as detailed on our invoice).



We trust you will find this to be in order and look forward to receiving your remittance. Should you have any queries please do not hesitate to contact us.

Yours sincerely

Sophie Lock – Cert CII Client Director UK Corporate & Private Clients ⊠ <u>schemes@tysers.com</u> ☎ 020 3037 8411



Telephone: +44 (0)20 3037 8000 Fax: +44 (0)20 3037 8010 www.tysers.com

#### **Your Insurance Requirements**

We are required by the Financial Conduct Authority (FCA) – the independent watchdog that regulates the financial services industry – to provide you with this statement of your Demands, Needs and Suitability of the cover proposed.

Our understanding of your Insurance Requirements and Demands and Needs in relation to your existing insurance cover is based on the following / attached information you have provided to us.

We may have only taken account of your existing insurance arrangements, covering the same subject matter and risks, or only your new insurance requirements, in making our recommendations of insurance cover to you.

We have sent you our Client Service Agreement which we trust you have read and find acceptable. We have also pointed out within the aforementioned Client Service Agreement that, under English law, if you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to its trade, business or profession) the business has a duty to disclose to the insurer every material circumstance which it knows or ought to know after a reasonable search. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms.

This is the position under the laws of England and Wales, Scotland and Northern Ireland and the disclosure requirements, and consequences of failing to meet them, may differ where the (re)insurance contract is governed by the laws of another jurisdiction.

It is important that you read and understand the attached Summary or Specimen Policy, including all terms, conditions, limitations and exclusions, in conjunction with your Demands and Needs as shown below. You must also report all potential claims in accordance with the terms of the Summary or Specimen Policy.

Demands and Needs Statement (Your Requirements)

# The Insured: Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees of 1-6 (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 53 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold Walk, Bermuda Park

The attached documents show the subject matter insured, the type of cover, location limits or sums insured and cost together with the excess required and specific extensions or limitations of the cover. Please contact us immediately if there is <u>anything</u> in this statement with which you require further clarification, do not agree or wish to amend.

#### Suitability Statement

In accordance with your instructions, we have negotiated terms and recommend cover with the insurer(s)shown who are considered to be the most appropriate insurer(s) to underwrite your proposed insurance policy.

We recommend this insurance quotation(s) on the basis that in our opinion, the terms provide;

- The cover that best meets your requirements as closely aspossible.
- A competitive premium.
- The insurer provides a "first class" claims service.
- The insurer has strong financial rating with Standard & Poors / A M Best

and this quotation compares favourably with placements we have negotiated for other clients with similarinsurance requirements.

Your attention is drawn to any unusual terms, conditions or warranties, which are referred to within the summary or specimen Policy and where we were unable to obtain terms to satisfy your requirements this is also shown if applicable.

Warranties are important provisions contained in your policy and must be exactly complied with at all times. Breach of a warranty may suspend your policy. (Re)insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word 'warranty'.

Tysers is a trading name of Integro Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority Registered Office: 71 Fenchurch Street, London, EC3M 4BS. Registered Company in England: 2957627





Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of this policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

Date Sent to Client: 13 May 2019

Signed by Broker

For and on Behalf of Tysers

Please let us know if you have any queries, otherwise we will assume that you are in agreement with the details shown above.



### **Residential Property Owners Policy - Certificate of Insurance**

Insured:	Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees of 1-6 <b>Policy No:</b> AN701148/ (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 53 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold Walk, Bermuda Park				AN701148/78000310/T		
Period of Insurance:	01 June 2019 to 31 May 2020			Po	olicy Ref:	ZCYX807LC.04 (03/16)	
Insured Premises:		1-6 Incl 39 Water Lily Wa 4 Poppy Cl, 1-6 Incl 13, 2 Way, 1-6 Incl 1 Mimosa C Marigold Walk, Bermuda CV10 7SN	7, 53 Wisteria 0, 1-6 Incl 28, 29				
Interested Parties: The interests of any freeholder, mortgagee, lessor, heritable creditor "Primo Loco" or "Secundo Loco" or similar particular particular de la construcción de la cons				ar party is			
Sections App	licable:	1, 2, 3					
Insured Perils Fire, Lightning, Explosion, Aircraft, Riot, Civil Commotion, Earthquake, Subterranean Fire, Spontaneous Fermentation Malicious Persons, Storm & Flood, Impact, Escape of Oil, Breakage or Collapse of Aerials, Theft, Accidental damage Water Damage Subsidence						<b>Excess</b> Nil £350 £500 £1,000	
Sums Insured	I						
			CONTENTS OF COMMO 2.5% of the Buildings Su			ANDLORDS CONTENT £nil	S
Section 1 Buildings Rent and/or Alternative Accommodation		mmodation	Sums Insured: Declared value plus 50% Day One Uplift Limit: 45% of the Buildings Sum Insured covered up to 36 Months				

 Section 2
 Property Owners Liability
 Limit: 45% of the Buildings Sum Insured covered u

 Section 3
 Employers Liability
 Limit of Indemnity: £25,000,000

#### **Annual Premiums**

Premium	£0.00
Insurance Premium Tax	£0.00
Total	£0.00

#### **Claims Notification**

In the event of a Claim please call the Claims Administrators on 01243 793769 or contact <u>UK.Chichester.Tyser.Claims@ajg.com</u> or contact Property Claims, Arthur J. Gallagher, Metro House, Northgate, Chichester, West Sussex PO19 1BE ensuring that you provide them with the Policy / Reference Number and details shown on this Certificate of Insurance. Alternatively, contact Estates and Management on 0208 371 2903. You must notify all claims within 30 days.

Note: Zurich and Tysers have entered into a Claims Handling Agreement with Arthur J. Gallagher to manage all claims.

#### **Important Note**

This Certificate of Insurance provides a Summary of Cover Only. For a Full Policy Wording please contact Tysers UK Corporate & Private Clients 71 Fenchurch Street, London EC3M 4BS on 020 3037 8411 quoting the above policy number.

Zurich Insurance plc: A public limited company incorporated in Ireland Registration No. 13460 Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website <a href="https://www.fca.org.uk">www.fca.org.uk</a> or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.



## Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

Policy No. AN701148 / 78000310/T

1. Name of policy holder Citistead Limited & Bermuda Park (Nuneaton) MCL & The Lessees of 1-6 (Incl) 39 Water Lily Way, 1-6 (Incl) 4 Poppy Close, 1-6 (Incl) 13, 27, 53 Wisteria Way, 1-6 (Incl) 1 Mimosa Close, 1-6 (Incl) 28, 29 Marigold Walk, Bermuda Park

2. Date of commencement of 01 June 2019 insurance policy

3. Date of expiry of insurance policy

31 May 2020

We hereby certify that subject to paragraph 2:

- 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)
- 2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance plc (Authorised Insurer).

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Conor Brennan Head of UKGI, Zurich Insurance plc, UK Branch

#### 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, or 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.

Lancashire Insurance Company (UK) Ltd is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Firm Reference Number is 450965). Brit Syndicate 2987 at Lloyds is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Firm Reference Number is 204930)

Zurich Insurance plc A public limited company incorporated in Ireland Registration No.13460 Registered Office Zurich House. Ballsbridge, Park, Dublin 4 Ireland. UK branch registered in England and Wales Registration No BR7985. UK Branch Head Office The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. ZCYL181.01

