

MASTER SCHEDULE

Policy Number UC LPO 5074135

Delegated Authority Holder Bluefin Insurance Services Limited UC 10104

Broker BPS - BMA (Insurance Services) Ltd

Named Insured Savernake Court Management Company Limited

Postal Address Savernake Court Savernake Street
Swindon
Wiltshire
SN1 3LX

Business Property Owners

Period of Insurance A) EFFECTIVE FROM 00.01 Hours On: 28/06/2012

B) TO Midnight On: 27/06/2013

Renewal Date 28/06/2013

Reason for Issue New Business

MASTER SCHEDULE (Continued)

The following Section(s) and Optional Extension Clauses of the Policy are operative

Section(s) / Optional Extension Clauses	Premium Due	Future Annual Premium(s)
Property Damage	£ 960.38	£ 960.38
Rent	Not operative. Cover included within Property Damage Section Endorsement PD69	Not operative. Cover included within Property Damage Section Endorsement PD69
Terrorism Insurance	Not Operative	Not Operative
Public and Products Liability	£ 115.50	£ 115.50
Employers' Liability	Not Operative	Not Operative
Sub Total	£ 1,075.88	£ 1,075.88
Insurance Premium Tax	£ 64.55	£ 64.55
Total	£ 1,140.43	£ 1,140.43

Schedule Issued Code 00590309

POLICY ENDORSEMENT(S)**GE42 War and Allied Risks**

As from the Effective Date shown above the following amendments are made to the Policy

General Exclusion 1 is deleted and replaced with the following

The Company shall not be liable

1. War and Allied Risks; Dispossession of Property; Radioactive Contamination

in respect of any 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) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Notwithstanding this exclusion it is agreed that in respect of the insurance provided under the Employers' Liability Section where operative indemnity shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

- (b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- (c) (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph (iv) 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
- (v) any chemical biological bio-chemical or electromagnetic weapon

but in respect of Bodily Injury sustained by an Employee this exclusion shall apply only when the Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury

Note

General Exclusions 1(a) and 1(b) shall not apply to the extent required to satisfy the Road Traffic Acts

Subject otherwise to the terms conditions and exclusions of the Policy

GE55 Cover Match

As from the Effective Date shown above the following amendments are made to the Policy

Definition applying to this endorsement**1. Previous Policy**

The words "Previous Policy" shall mean the Elite commercial or residential property owners insurance policy issued to the Named Insured and arranged through Bluefin Insurance Services Limited (including its schedule and endorsements) in force for the period of insurance immediately prior to the original inception date of this Policy.

2. Abuse

The word "Abuse" shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

Cover

Where the cover provided under the terms of this Policy for any claim made under it is not as broad as or does not provide as high a limit of liability as the Previous Policy the Company will at the Named Insured's request indemnify the Insured in respect of the claim to the same extent as the cover which would have been provided under the Previous Policy.

This means that for such a claim the relevant terms of the Previous Policy will determine the amount of indemnity the Company will provide to the Insured instead of any terms of this Policy which are less favourable to the Insured.

This endorsement will only apply:

1. where the Named Insured supply the Company with a copy of the Previous Policy when making a claim under this endorsement and
2. whilst this Policy is in force and during the period of cover available under any subsequent renewal of this Policy, provided that subject to renewal the maximum period of cover under this endorsement shall not exceed 24 months in total from the original inception date of this Policy

Exceptions

1. This endorsement shall not apply and accordingly the Company will not provide indemnity under this endorsement in respect of:
 - (a) any coverage under the Previous Policy which would be the subject of any Section or extension that is shown as "Not Insured" or otherwise not shown as operative in the Schedule to this Policy
 - (b) any premises or property which was not insured under the Previous Policy
 - (c) any differences in cover or limit of liability between the Previous Policy and this Policy which exist because the Named Insured requested such change deletion or reduced cover or limits under this Policy
 - (d) any cover the Company and the Named Insured have agreed is not carried through from the Previous Policy to this Policy and which the Company advised the Named Insured of prior to the Named Insured purchasing this Policy
 - (e) cover under the Previous Policy in respect of liability
 - (i) arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) 1975 or (or any subsequent amending legislation thereof)

- (ii) for pecuniary loss cost or expense arising from Prevention of Access as defined in the Previous Policy
 - (f) any difference in cover between this Policy and the Previous Policy notified to the Named Insured by the Company or by Bluefin Insurance Services Limited at the inception of or at the renewal of this Policy and which arises as a result of legally or regulatory required alterations or restrictions to terms and conditions of the Policy
 - (g) liability for Bodily Injury sustained by any Employee arising out of and in the course of his employment by the Named Insured
 - (h) in respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Previous Policy) directly or indirectly resulting from caused by contributed to attributed to or in any way related to
 - (i) health care rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members
 - (ii) Abuse
 - (i) costs of legal representation arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof)
 - (j) any coverage section of the Previous Policy relating to legal protection of property owners underwritten by DAS Legal Expenses Insurance Company Limited (for the avoidance of doubt this applies to those section headed Section Five - Legal Protection for Residential Property Owners and Section D - Legal Protection for Commercial Property Owners)
 - (k) any difference in cover or limit of liability arising from any existing cover match undertaking applied to the Previous Policy
 - (l) any difference in cover or limit of liability that exceeds £1,000,000 (one million pounds) any one Event and in the aggregate in respect of all differences in cover or limits of liability in respect of all Events during the Period of Insurance
2. The following terms and conditions and exclusions and limits of the insurance contained in this Policy will always apply in the way described in this Policy no matter what the equivalent terms conditions exclusions and limits in the Previous Policy may have been
- (a) The under noted General Exclusions in this Policy
 - (i) General Exclusion 1. War and Allied Risks; Dispossession of Property; Radioactive Contamination
 - (ii) General Exclusion 2. Property Coverages - Civil Commotion in Northern Ireland
 - (iii) General Exclusion 3. Property Coverages - Terrorism
 - (iv) General Exclusion 6. Cyber Risk - Third Party
 - (v) General Exclusion 7. Punitive and other non compensatory Damages
 - (vi) General Exclusion 8. Liability Coverages - Asbestos
 - (b) The exclusions under the Property Damage Section and Rent Section relating to
 - (i) Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus
 - (ii) Damage caused by or consisting of faulty or defective workmanship operational error or omission on the part of the Named Insured or any of his Employees

- (iii) Damage to Buildings or structures thereat caused by their own collapse or cracking
- (iv) Damage caused by or consisting of
 - A. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
 - B. change in temperature colour flavour texture or finish
- (c) The infectious diseases defined and covered in optional endorsement PD38 Residential Property where operative
- (d) Liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination as excluded and provided for under exclusion 6 of the Public and Products Liability Section

Subject otherwise to the terms conditions and exclusions of the Policy

**LIST OF PREMISES AND OTHER LOCATIONS
SCHEDULE**

Policy Number UC LPO 5074135

Effective Date 28/06/2012

Premise(s) Code	Premise(s) Address	Tenants	Occupancy
001	Savernake Court Savernake Street Swindon Wiltshire SN1 3LX	Not Applicable	Residential

**PROPERTY DAMAGE
SCHEDULE**

Policy Number UC LPO 5074135

Effective Date 28/06/2012

Property Insured As described in the Specification being the property of the Named Insured or for which they are legally responsible whilst at the Premises or elsewhere as identified by the respective Premises Code or Location Code shown against the item of Property Insured and detailed in the List of Premises And Other Locations Schedule.

Temporary Removal

The following limit applies to Property insured under Cover Clause 2 of this Section

	LIMIT
(a) For renovation repair service cleaning	£10,000
Section Deductible(s)	
Damage other than as described below	£250
Damage caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom	£250
Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons or earthquake	£250
Damage caused by storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal	£250
Damage caused by or consisting of subsidence or ground heave or landslip	£1,000

Section Premium £960.38

Optional Extension Clause(s)

The undernoted apply together with any attached Schedules/Specifications

Schedule Issued Code 00590309

PROPERTY DAMAGE SPECIFICATION

Policy Number UC LPO 5074135

Effective Date 28/06/2012

Item No.	Item Description of Property Insured	Sum Insured (Declared Value)	Day 1% (if applicable)	Premise(s) /Location Code	Basis of Settlement
A. Buildings comprising					
1	Buildings	£1,146,955		001	REINS
B. Machinery Plant and All Other Contents comprising					
1	Contents - Common Areas	£21,784		001	REINS

**PROPERTY DAMAGE
SECTION ENDORSEMENT(S)****PD01 Subsidence**

The above mentioned endorsement under this Section is operative

PD33 Privity of Contract

As from the effective date shown above this Section extends to indemnify the Named Insured as landlord in respect of legal liability incurred under the Landlord and Tenant (Covenant) Act 1995 as a result of loss of or damage during the Period of Insurance to buildings previously owned by the Named Insured where the successors in title have failed to maintain adequate insurance cover

Provided that

- (a) the insurance provided by this Section would have included such loss or damage had the buildings been currently specified as insured on the schedule to this Section
- (b) the Named Insured must have entered into a lease which was in place at the time of the loss or damage with the tenants or sub-tenants or be an assignee thereof
- (c) the insurance provided by this endorsement ceases upon any of the following events
 - (i) the tenant entering into a new lease with the successors in title
 - (ii) the existing lease being assigned to the new successors in title
 - (iii) the buildings being in turn sold or disposed of by the successors in title
- (d) the Named Insured shall take all reasonable and appropriate steps to obtain release from their liabilities under the covenants to insure such buildings after the sale or disposal to the successors in title including but not limited to making or joining in any necessary applications to Court
- (e) the insurance provided by this endorsement will not contribute beyond the indemnity that such loss or damage is insured under any more particular insurance effected by the successors in title tenants or sub-tenants or due to the application of any excess condition of average or breach of any condition warranty or policy provision
- (f) the Company's maximum liability under this endorsement shall not exceed £250,000 in any one Period of Insurance

Subject otherwise to the terms conditions and exclusions of the Policy

PD65 Unoccupied Property

Section Exclusion 10 is restated as follows

The insurance provided under this Section does not cover Damage in respect of any Building which is unoccupied for a period of more than thirty consecutive days unless the following Special Condition is fully complied with

Special Condition

It is a condition precedent to liability under the Policy (notwithstanding General Condition 1) that

- (a) the Business Premises are secured against illegal entry All accessible windows and doors shall be fitted with good quality locks
- (b) all services to be disconnected other than limited services required for security guards fire and burglar alarms and the water system drained unless otherwise agreed by the Company in writing
- (c) all letter boxes shall be sealed to prevent insertion of material
- (d) perimeter fences walls and gates shall be kept complete and maintained
- (e) the Business Premises shall be kept clear both internally and externally of combustible materials and not be used for storage
- (f) vegetation surrounding the building shall be kept down
- (g) the Business Premises shall be inspected thoroughly internally and externally at least weekly (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay
- (h) the following Deductible will apply
 - (i) 1% of the sum insured applying to the item of Property Insured on Buildings stated in the Schedule relating to the Building Damaged or
 - (ii) £2,500whichever is the greater amount

Subject otherwise to the terms conditions and exclusions of the Policy

PD69 Alternative Accommodation Expenses and Loss of Rent

Notwithstanding anything contained in this Section and where the Business Premises are not insured in respect of loss of rent receivable under the Rent Section this Section extends to include the following stated in paragraphs (a) and (b) below where any residential units within the Buildings cannot be lived in or if access to them is denied as a result of

- 1. Damage to the Buildings
- 2. Damage as insured by this Section to the surrounding areas and/or to property in the vicinity of the Business premises which shall prevent or hinder the use thereof or access thereto whether the Business premises or property of the Named Insured shall be damaged or not
 - a The reasonable additional cost
 - i. incurred by the Named Insured as occupier and or
 - ii. incurred by any lessee of the Buildings insofar as it is the responsibility of the Named Insuredfor
 - 1. comparable alternative accommodation
 - 2. accommodation in kennels and/or catteries for dogs and/or cats belonging to the Named Insured or lessee residing in the buildings where such pets are not permitted in the alternative accommodation
 - 3. temporary storage of furniture
 - b Loss of Rent Receivable by the Named Insured during the period beginning when the Damage occurs and ending when the rent receivable ceases to be affected by the Damage but not exceeding the period necessary for Reinstatement as defined in the Reinstatement Basis of

Travelers Insurance Company Limited, 61-63 London Road Redhill Surrey RH1 1NA
Registered Office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AG Registered in England 1034343
Authorised and regulated by the Financial Services Authority

Settlement

For the purposes of this paragraph (b) of this endorsement the words "Rent Receivable" shall mean the periodic payments made to the Named Insured for the lease of residential units and shall include ground rent and management charges

Provided that the Company's liability under this endorsement in the aggregate in respects of all claims during the Period of Insurance at any one situation shall not exceed 20% of the Sum Insured under the relevant item of Buildings shown as Property Insured in the Specification to the Schedule

Subject otherwise to the terms conditions and exclusions of the Policy

PD70 Index Linking (Buildings & Contents)

The Sums Insured and Declared Values applicable to items of Property Insured in respect of Buildings and Machinery Plant and All Other Contents and any other item of Property Insured relating to contents of common parts or flats stated in the Schedule shall be adjusted in accordance with fluctuations in indices produced by the Building Cost Information Service for any Buildings item and the Retail Price Index for any item on Machinery Plant and All Other Contents or other item relating to contents of common parts as follows:

- (a) in respect of any such item of Property Insured stated above where the applicable Basis of Settlement is Indemnity (Code: INDTY) or Reinstatement (Code: REINS) the Sum Insured will be adjusted monthly and continue beyond the date of loss during the period of Reinstatement providing the work to reinstate is completed without delay
- (b) in respect of any such item of Property Insured stated above where the applicable Basis of Settlement is Day One Reinstatement (Code: DAY1) the Declared Value will be adjusted annually at each Renewal Date

In respect of (a) above the Company will not charge any additional premium if the Sum Insured increases as a result of index linking during the Period of Insurance

In respect of both (a) and (b) above renewal premiums will be calculated using the adjusted index linked Sums Insured or Declared Values unless the Named Insured has provided updated Sums Insured or Declared Values as appropriate for the following Period of Insurance

The definition of Declared Value for the purpose of this clause shall be as defined in the Day One Reinstatement Basis of Settlement

For the avoidance of doubt it is noted that

- (i) the indices used for index linking represent a general estimate of changes in rebuilding costs and it remains the responsibility of the Named Insured to ensure that the revised Sum Insured or Declared Value remains adequate and that professional valuations are obtained at regular intervals as appropriate
- (ii) details of the specific Building Cost Information Service index used can be obtained from the Company

Subject otherwise to the terms conditions and exclusions of the Policy

**PUBLIC AND PRODUCTS SECTION
SCHEDULE**

Policy Number	UC LPO 5074135	
Effective Date	28/06/2012	
Limit of Indemnity	£ 2,000,000	Any one occurrence as stated in the Policy
	£ 2,000,000	For Products Liability the amount opposite shall be the total amount payable during any one Period of Insurance as stated in the Policy
Section Deductible(s)	£500	in respect of third party property damage
Section Premium	£115.50	
Schedule Issued Code	00590309	

**PUBLIC AND PRODUCTS
SECTION ENDORSEMENT(S)****PL37 Property Owners Liability - Premises Only**

The above mentioned endorsement under this Section is operative

PL42 Legionella - Risk Management Requirement for Premises

The Company shall not be liable to indemnify the Insured (inclusive of associated claimants' and defence costs and expenses) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to any legionella species bacterium arising at (or in connection with work activities carried on at) premises owned or leased or rented by the Named Insured in connection with the Business unless in respect of each and every such premises the Named Insured has complied with the following Special Provision - Risk Management Requirements For Legionella detailed below

Special Provision - Risk Management Requirements For Legionella

1. A written risk assessment to identify and assess the risk of exposure to legionella species bacteria from work activities and the water system has been conducted in the 12 month period preceding the effective date of this endorsement by a responsible person and following any changes to the water system during this period The responsible person has been identified in writing
2. Where required by the findings of the risk assessment detailed in 1. above a written scheme to have been prepared for preventing or controlling the risk to human health from exposure to any legionella species bacterium and which specifies the measures to be taken to ensure that it remains effective Such scheme documentation to include an up-to-date plan showing layout of the plant or water system
3. A water treatment regime to prevent or control the proliferation of legionella species bacteria is in place and documented (which by way of example may include control measures such as hot water flushing and biocide treatments) The frequency and type of water treatment regime to be as determined by the risk assessment
4. The monitoring and sampling principles advocated in the Health and Safety Executive's Approved Code of Practice and Guidance L8 titled 'Legionnaire's disease - The control of legionella bacteria in water systems' or any amending Health and Safety Executive guidance is followed and documented

Subject otherwise to the terms conditions and exclusions of the Policy

PL59 Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

The Company will indemnify the Named Insured in respect of all costs of legal representation incurred with the Company's written consent for

1. the defence of any criminal proceedings or
2. in an appeal against conviction arising from such proceedings

brought against the Named Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof) committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings relate to the death of any person other than an Employee
- (c) the indemnity will not apply to
 - (i) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Named Insured and amounts to a gross breach of a relevant duty of care owed by the Named Insured to the deceased
 - (ii) fines or penalties of any kind
 - (iii) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- (d) the financial limit of the Company's liability under this extension to the Public and Products Liability Section and any equivalent extension to the Employers' Liability Section shall not exceed in the aggregate £1,000,000 in respect of all acts or omissions committed or alleged to have been committed during the Period of Insurance and shall be in addition to the amount of the Limit of Indemnity stated in the Section Schedule
- (e) for the avoidance of doubt where there is a Deductible stated in the Section Schedule it shall apply in respect of this extension and the amount of the Deductible shall form part of the specified amount detailed in (d) above as the Company's limit of liability and such limit shall not apply in excess of the amount stated as the Deductible

Subject otherwise to the terms conditions and exclusions of the Policy