



## Your updated policy schedule

### Property Investors Protection Plan

#### Making a complaint

The **Legal and tax advice complaints**, in the **Making a complaint** section is deleted and replaced by

#### **Legal and tax advice or emergency helplines or legal expenses services complaints**

If **you** have a complaint about the legal and tax advice or emergency helplines, or the Legal expenses services **you** should contact Arc Legal Assistance Ltd.

Arc Legal Assistance Ltd  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE  
Tel: 01206 615000

**You** can also refer to the Financial Ombudsman Service (FOS) if **you cannot settle your complaint with Arc or before they have investigated the complaint if both parties agree.**

Arc are also covered by the Financial Services Compensation Scheme (FSCS).

#### Important Information

##### Excesses

As a result of the ongoing impact of inflation in claims costs we have reviewed the level of excesses applying to your policy and your excesses may have been increased. Please read the endorsements that have been added to your policy together with your policy wording carefully so that you can understand any changes made.

##### Cyber

In order to clarify the cover provided by the liability sections of our policies in relation to Cyber risks, we are applying a Cyber and data exclusion to all public, product, property owners' and financial loss liability sections.

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Please carefully read the endorsement 'Cyber and Data Exclusion' which has been added to your policy, so you can fully understand the change that has been made.

Your Insurance Intermediary will be able to help you with any queries you may have with regard to your cover.

### Important notice for Public liability cover

Your Data Protection cover under the Public liability section of this policy, has changed. Please see endorsement below for full wording.

### What you need to do next

- Please read this updated policy schedule carefully to check the details are correct and that the level of cover meets your needs.
- The schedule and policy wording should be read together as they show the cover we are providing to you.
- If the details are incorrect or the cover does not meet your needs please contact your insurance adviser.
- If any of the information is incorrect we may change the terms and conditions, premium or withdraw cover.
- Please keep this schedule safely with your policy wording.

### Your documents

Please contact your insurance adviser if you require a copy of your policy wording.

### Your details

<b>The insured</b>	Swanside Res Assoc Limited
<b>Client address</b>	Thorpe Hall Mansions Eaton Rise London W5 2HB
<b>Business description</b>	Property Owner

 **Business description** is your business activity or trade.

### Your premium

Premium	£4,694.03
Insurance Premium Tax (IPT) at the current rate	£563.28
<b>Total amount to be paid</b>	<b>£5,257.31</b>

### Premium details

This amount is the additional or return premium for changes made.

### Your period of insurance

**Date changes start from** 01 November 2022

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**Date this policy expires**

31 October 2023

**Renewal date**

01 November 2023

### Your cover summary

premises			premium excluding IPT
21-30, 31-33 & Communal Areas Thorpe Hall Mansions	Property cover	✓ covered	£4,684.03
	Terrorism cover	✗ not covered	

cover			premium excluding IPT
Public liability		✓ covered	£233.64
Employers liability		✓ covered	£10.00

### Property cover

Please refer to the property insured section(s) of the schedule for details on the cover in place for buildings and or rental income.

### Not covered

Sections that show not covered have not been included in your policy. If you would like to change your insurance cover, please contact your insurance adviser.

### Property insured

#### Premises 1

21-30, 31-33 & Communal Areas Thorpe Hall Mansions  
Eaton Rise  
London  
W5 2HB

**Description** Residential Let

cover			sum insured
Buildings cover	✓ covered	DA	£4,576,250 (£3,661,000)

cover		indemnity period	sum insured
Rental income	✗ not covered	<i>This section is not included in your policy</i>	

cover			sum insured
Terrorism Cover	✗ not covered	<i>This section is not included in your policy</i>	

• The amount shown in brackets is your **declared value**. This is the value you declared in accordance with the Day One Average clause (DA). A full explanation of this can be found in your policy wording.

• An **endorsement** is a change to your policy terms and conditions.

### Endorsements that apply to this premises

These endorsements only apply to this premises. For other endorsements please look at each of the premises covered, as well as the overall policy endorsements.

### AE8 - Increased limit landlords contents

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## Property insured continued

Under Meanings of defined terms **Building(s)** part 9 is restated as follow:

9 landlords contents to a value of £50000 any one **premises**.

## Public liability

Provides **Public liability** cover for your activities as a property owner as detailed within the policy wording and schedule.

cover		limit of indemnity
Public liability	✓ covered	£5,000,000

## Employers liability

cover		estimate	limit of indemnity
Employers liability	✓ covered	£10,000	£10,000,000

For the full wording of the **special clauses** please check your policy wording

## Special clauses that apply to this policy

number	title
1	Subsidence

## Endorsements that apply to this policy

An **endorsement** is a change to your policy terms and conditions.

These endorsements apply to all premises. For other endorsements please look at each of the premises covered.

### BS5 - Bomb scare or unlawful occupation cover

Under Section 2 - Rental income What is covered Extensions of cover Bomb scare or unlawful occupation cover is deleted from the effective date shown on **your** schedule and replaced with

#### Bomb scare or unlawful occupation cover

**We** will cover **you** for interruption of or interference with the **business** resulting from

1. the suspected or actual presence of an incendiary or explosive device on or within a 1 mile radius of **your premises**
2. **Your premises** or other property within a 1 mile radius of **your premises** being occupied by members of a criminal organisation or other unlawful occupants.

But **we** will not cover

1. any incident involving interference or interruption with the **business** that is less than 48 hours

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2. any period other than the actual period of prevention or hindrance of access to **your premises**
3. eviction costs.

This cover will apply for a maximum period of 12 weeks in any one **period of insurance** beginning with the occurrence of the loss, during which the results of **your business** are affected as a result of the interruption or interference.

The most **we** will pay for this cover in total during any one **period of insurance** is the lower of either £50,000 or 25% of the **annual rental income** irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.

### **CD1 - Cyber and data exclusion**

The defined term **Electronic data** attaching to **Section 3 -Public liability** of this **policy** is deleted.

The **Electronic data exclusion** attaching to **Section 3 -Public liability** of this **policy** is deleted and replaced by the following exclusion:

#### **Cyber and data exclusion**

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
3. failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

1. for **bodily injury**
2. for physical damage to material property
3. under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

For the purposes of this endorsement the following defined terms shall apply:

#### **Computer system**

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

#### **Cyber act**

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An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

#### **Cyber incident**

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

#### **Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

### **DA5 - Denial of access (damage) cover**

This endorsement deletes and replaces the Denial of access cover detailed in Section 2 - Rental income from the effective date shown in **your** schedule

#### **Denial of access (damage) cover**

**We** will cover **you** for loss of **rental income** covered by this section, resulting from interruption of or interference with **yourbusiness** caused by **damage** by the **insured perils** to property within a 1 mile radius of **yourpremises** which prevents or hinders the use of **your premises**, or access to it, regardless of whether **your premises** is damaged or not.

Provided that

1. these **insured perils** are covered under Section 1 - Buildings in respect of **your premises**.
2. the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks during which time **you** suffer a loss of **rental income**.
3. **our** liability for any one claim and in any one **period of insurance** is the lower of either 25% of the **annual rental income** or £1,000,000, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.
4. this does not include any damage to property from which you obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services.
5. **we** will not cover any incident involving interference or interruption with the **business** that is less than 12 hours.

#### **Meanings of defined terms**

##### **Insured peril(s)**

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

### **DC5 - Murder, suicide or disease cover**

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This endorsement deletes and replaces the Murder, suicide or disease cover detailed in Section 2 - Rental income from the effective date shown in **your** schedule.

**We** will cover **you** for any loss of **rental income** insured by this section resulting from interruption of or interference with the **business** conducted by **you** at **your premises** during the **period of insurance** as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases

1. Acute Encephalitis
2. Acute Poliomyelitis
3. Anthrax
4. Chicken Pox
5. Diphtheria
6. Dysentery caused by Shigella
7. Legionellosis
8. Legionnaires' Disease
9. Malaria
10. Measles
11. Meningococcal Infection
12. Mumps
13. Ophthalmia Neonatorum
14. Paratyphoid fever
15. Bubonic, Septicemic and Pneumonic Plague
16. Rabies
17. Rubella
18. Tetanus
19. Tuberculosis
20. Typhoid Fever
21. Whooping Cough
22. Yellow Fever

manifested by any person whilst at **your premises** which directly results in the compulsory closing of the whole or part of **your premises** by order of a public authority authorised to prevent or restrict access to **your premises**.

2 murder, suicide or rape at **your premises**

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**

4 the discovery of vermin or pests in the building(s) at **your premises** that prevents the use of or part use of the building(s) by order of a public authority

5 the compulsory closing of the whole or part of **your premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**

**We** will not cover:

1. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
2. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises**, or by

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vermin or pests being discovered in a wider geographical area beyond the building(s) at **your premises**.

3. any incident involving interference or interruption to the **business** that is less than 12 hours

Any Disease or Coronavirus exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum **indemnity period** under this cover shall be 12 weeks in any one **period of insurance** commencing from the date of

1. the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)
2. the discovery of murder, suicide or rape (in relation to clause 2 of this cover)
3. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
4. the order of the public authority (in relation to clause 4 of this cover).

**Our** liability will not exceed the lower of the maximum **indemnity period** of 12 weeks or £25,000 or 25% of the **annual rental income** in any one **period of insurance**, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

## **DE5 - Disease exclusion**

This endorsement applies to Section 1 - Buildings and Section 2 - Rental income from the effective date shown in **your** schedule

1. Notwithstanding any provision to the contrary within this **policy**, except for any cover provided under Section 3 - Public liability, Section 4 - Employers' liability and Section 5 - Terrorism, this **policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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2. Subject to the other terms, conditions and exclusions contained in this **policy**, these sections will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage is covered by the **policy** and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Meanings of defined terms

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

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

**Time element loss** means business interruption, contingent business interruption or any other consequential losses.

### LA5 - Loss of attraction cover

This endorsement deletes and replaces the Loss of attraction cover detailed in Section 2 - Rental income from the effective date shown in **your** schedule

#### Loss of attraction (damage)

**We** will cover **you** for loss of **rental income** covered by this section, resulting from interruption of or interference with **yourbusiness** caused by **damage** by the **insured perils** to property within a 1 mile radius of **yourpremises** which deters any potential tenants, whether **your premises** or property are damaged or not.

Provided that

1. these **insured perils** are covered under Section 1 - Buildings in respect of **your premises**
2. the maximum **indemnity period** shall be 12 weeks in any one **period of insurance**

The most **we** will pay for this cover in any one **period of insurance** is the lower of either 25% of the **annual rental income** or £50,000 irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.

### Meanings of defined terms

#### Insured peril(s)

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Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

### **PU5 - Failure of public supply cover**

This endorsement deletes and replaces the Failure of public supply cover detailed in Section 2 - Rental income from the effective date shown in **your** schedule

**We** will cover **you** for loss of **rental income** resulting from interruption or interference with **your business** caused by the accidental failure of

1. the public electricity supply at **your** supplier's generating station or sub station
2. the public gas supply at **your** supplier's land based premises
3. the public water supply at **your** supplier's waterworks or pumping station
4. the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services within the **policy territories** where such accidental failure is a direct result of **damage** caused by an **insured peril**.

Provided that after the application of all other terms and conditions of the section, the most **we** will pay is the lower of either 25% of the **annual rental income** or £1,000,000 in any **period of insurance** irrespective of the number of **premises** insured.

The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure of supply or service at **your premises** and ending after 12 weeks during which time **you** suffer a loss of **rental income**.

**We** will not cover

- a. any failure
  1. which does not involve cessation of supply, for at least 12 hours
  2. due to an excluded cause
- b. loss resulting from failure caused by
  1. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
  2. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

### **Meanings of defined terms**

#### **Insured perils**

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

### **AE3 - AE St Giles Cover Enhancements**

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**Subrogation waiver cover**

This endorsement deletes and replaces the Subrogation waiver cover detailed in Section 1 - Buildings and Section - 2 Rental Income from the effective date shown in **your** schedule

**Subrogation waiver cover**

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**

3. any tenant provided that

a. the **damage** did not result from a criminal, fraudulent or malicious act of the tenant and/or

b. the tenant contributes to the cost of insuring the **buildings** against the event which caused the **damage**.

1. the managing agent of **the buildings** insured under this **policy** provided that the **damage** did not result from a criminal, fraudulent or malicious act of the managing agent.

**Managing Agents Cover**

This endorsement adds the Managing Agents Cover to Section - 3 Public Liability from the effective date shown in **your** schedule.

**Managing Agents Cover**

At **your** request, **we** will cover the legal liability of **your** managing agent(s) arising from the performance of duties under the terms of **your** agreement with the managing agent(s) in connection with the **business**.

The cover will apply only to the extent that it would have applied had the claim been made against **you** and **we** will not cover claims

1. for loss of or damage to property let or managed by the managing agent(s) or any property for which the managing agent is responsible
2. caused by or arising from any breach of professional duty in relation to the letting or management of property

The amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule as a result of this cover.

**X17 - Subsidence excess amendment clauses variable**

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Under Special clause 1 Subsidence, ground heave and landslip **we** will not cover **you** for the first £2000 of each and every loss in respect of Section 1 - Buildings at this premises.

### **695 - Section 6 Legal expenses (AIL transfer)**

With effect from 01/11/2022 the cover provided by this **policy** is extended to include Legal expenses.

**Our** maximum liability under this section is limited to the amounts specified below

1 £100000 **any one claim**

2 £1000000 all **claims** notified during the **period of insurance**

The terms, conditions and exclusions of the Legal expenses extension are described in Section 6 attached to and forming part of **your policy**.

### **X20 - Excess exclusion 2021**

Under Section 1 - Buildings What is not covered the Excess exclusion is deleted and replaced with the following:

Excess exclusion

**We** will not cover **you** for the amount shown below for each and every loss at each **premises** after the application of all other terms and conditions of the **policy** including any condition of average:

1. **damage** by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake £400
2. **flood** £400
3. **damage** by escape of water from any tank, apparatus or pipe £1000
4. all other **damage** £400



redefining / standards

## Certificate of Employers' Liability Insurance (a)

Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy.

<b>Policy number</b>	<b>LP PPP 7083166</b>
<b>1. Name of policyholder</b>	<b>Swanside Res Assoc Limited</b>
<b>2. Date of commencement of insurance policy</b>	<b>01 November 2022</b>
<b>3. Date of expiry of insurance policy</b>	<b>31 October 2023</b>

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain **(b)** Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**.

Signed on behalf of AXA Insurance UK plc

(Authorised Insurer)

Claudio Gienal  
CEO AXA UK & Ireland

### 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.

