

Date of issue **22 June 2022**

Policy number

HL PPP 7068043Policy wording version

PR001G

Reason for issue

Renewal

Your renewal schedule

Property Investors Protection Plan

Important information

- This document contains the schedule and is based on the information provided to us.
- You must tell us any information that may influence us in offering this renewal and the terms provided. If you are not sure if something is important or relevant you should tell your insurance adviser about it. Relevant information is something that could affect our decision to renew your policy or affect the terms of your policy.
- You must make a fair presentation of the risk and if you do not tell us about any changes, or fail to advise us of any inaccuracies or omissions, your policy may not protect you in the event of a claim.

Indexation

- To protect you against the effects of inflation, your sums insured have been index-linked and the under noted percentage increase has been applied
 - Section 1 Buildings 10.1%
- The revised amounts are shown in this schedule. Index-linking cannot take into account changes or alterations to the buildings you have made during the year of insurance unless you have told us about them separately.
- Please let us know if any further increase is required as a claim may not be met in full if you are under-insured.

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

Your documents

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

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

In response to market changes we have applied a Disease exclusion to your policy. Where you have business interruption or loss of rental income cover that included these covers we have also made changes to the Murder suicide or disease cover, the Bombscare or unlawful occupation cover, Denial of access cover, Loss of Attraction cover, Public utilities cover and Anchor tenant cover. If your policy did not include an Asbestos exclusion in respect of any public liability cover this may now have been added. Please read the endorsements that have been added to your policy carefully so that you can understand the changes made.

For a more detailed explanation of the changes made please see our Coronavirus hub which can be found at

https://www.axaconnect.co.uk/coronavirus-hub

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

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.

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 document 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 you have any questions or need to change any of the details, please contact your insurance adviser.
- If Employers liability cover is included and you haven't already told us please provide your Employer Reference Number (ERN). Please also provide an ERN for each subsidiary included on this policy.
- Please keep this schedule safely with your policy wording.

Your schedule

Your details

The insured Windsor Drive (High Wycombe) Freehold Ltd

Client address PO Box 988

Naphill

High Wycombe Buckinghamshire

HP14 4ZN

Property owner **Business description**

■ Business description is your

Change of details?

need to be changed.

Please contact your insurance adviser if any of these details

Your renewal premium

Premium £13,613.00 Insurance Premium Tax (IPT) at the current rate £1.633.56

Total amount payable £15,246.56

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business activity or trade.

Your period of insurance

Date this policy starts 23 June 2022 Date this policy expires 22 June 2023 Renewal date 23 June 2023

Your cover summary

premises			premium excluding IPT
Windsor Drive Development	Property cover	√ covered	£13,445.28
	Terrorism cover	x not covered	
cover			premium excluding IPT
Public liability		√ covered	£167.72
rubile liability		Covered	

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

Windsor Drive Development

Windsor Drive High Wycombe Buckinghamshire

HP13 6BL

Description Block of Flats

cover			sum insured
Buildings cover	√ covered	DA	£25,768,203
			(£19,087,558)
Contents			£77,070
cover		indemnity period	sum insured
Rental income	√ covered	indemnity period 36 months	sum insured £1,050,000
	√ covered		

■ 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.

Special clauses that apply to this premises

number	title
1	Subsidence

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

Property insured continued

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.

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

X16 - Subsidence excess amendment clause

Under Special clause 1 Subsidence, ground heave and landslip we will not cover you for the first £1500 of each and every loss in respect of Section 1 - Buildings at this premises.

662 - Excess exclusion escape of water

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

Excess exclusion

We will not cover you for the amount shown below for each and every loss after the application of all the 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 £300
- 2. damage by flood £300
- 3. damage by escape of water from any tank, apparatus or pipe £400
- 4. all other damage £300

Public liability

limit of indemnity cover Public liability √ covered £5,000,000 Provides Public liability cover for your activities as a property owner as detailed within the policy wording and schedule.

Employers liability

Employers liability This section is not included in your policy x not covered

Endorsements that apply to this policy

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

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

BS5 - Bombscare or unlawful occupation cover

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22 June 2022

Policy number **HL PPP 7068043** Under Section 2 - Rental income What is covered Extensions of cover Bombscare or unlawful occupation cover is deleted from the effective date shown on your schedule and replaced with

Bombscare 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
- 2. any period other than the actual period of prevention or hindrance of access to vour 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.

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

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
 - 10Measles
 - 11Meningococcal Infection
 - 12Mumps
 - 130pthalmia Neonatorum
 - 14Paratyphoid fever
 - 15Bubonic, Septicemic and Pneumonic Plague
 - 16Rabies
 - 17Rubella
 - 18Tetanus
 - 19Tuberculosis
 - 20Typhoid Fever
 - 21Whooping Cough
 - 22Yellow Fever

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

- 2 murder, suicide or rape at yourpremises
- 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 **yourpremises** 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;
- any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond yourpremises, or by 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.
- 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
- 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

- 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)

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 **policyterritories** 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
 - 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

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

- 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
- 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

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**.