

# Residential Property Owners Policy Schedule



Policy Reference: C23J4X6M

This document states **your** policy limits for types of claims and if there are any **endorsements** to **your** policy wording that may add or remove the coverage stated in **your** policy wording. The **insurer's** liability is several and each **insurer** is liable only for the insurance cover provided in respect of that Section indicated under the **schedule**. In issuing this policy with the relevant limits and endorsements, **we** have relied on the information provided in the statement of fact and **you** must therefore make sure that **you** have taken all reasonable care to honestly provide this information and that to the best of **your** knowledge and belief, it is accurate. If **you** don't **your** policy may be cancelled, treated as if it never existed and **your** claim may be rejected or not fully paid.

If **you** are in any doubt, **you** should speak to **your** insurance broker.

## BROKER DETAILS

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Name	Alan & Thomas Insurance Brokers Limited
Address	314-316 Bournemouth Road, Poole, BH14 9AP
Tel	01202 754900

## POLICYHOLDERS

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Policyholder

Company Name	Towpath Gardens RTM Company Ltd
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## IMPORTANT INFORMATION

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Reason for Issue	New Business
Date of Issue	23 March 2023 13:26
Policy Effective Date	24 March 2023
Policy Expiry Date	23 March 2024

Total Insurance Premium	£1,618.75
IPT (Insurance Premium Tax at the current rate)	£194.24
Production Fee	£300.00
<b>Total Payable</b>	<b>£2,112.99</b>

When you take out a policy with Broker Express you will be charged a fee by Vigilis Services Limited ('Vigilis') for the production of this policy defined as the Production Fee. Vigilis trading as Broker Express undertakes a number of roles including but not limited to broking systems, policy administration and claims administration and has also been appointed by ARAG plc as its agent to distribute cover section 5. Eaton Gate MGU Ltd ('Eaton Gate') provides all other sections of cover.

## Correspondence Details

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Correspondence Addressee	John Morris
Correspondence Address	15 Windsor Road,,, SWINDON GB, SN3 1JP

## PROPERTIES

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Risk Address	Towpath Gardens The Moorings  SWINDON SN1 5AD
What is the current cost of rebuilding this property (£)?	£3,180,708
The standard inflation protection is index linking. If required, a Day 1 inflation provision is available. Please select which option is required.	Day 1 - 30%
Total value of Contents of Communal Areas at this property	£25,000
Total value of Landlords contents in residential units at this property	£25,000
Loss of Rental Income: (£)	£1,244,717
Indemnity period required	36 Months
Is subsidence cover required?	Yes
Do any other parties have a financial interest in the property e.g. Mortgage Company or Bank?	No

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## COVERAGE FOR ALL PREMISES

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Please select the Limit of Indemnity required in respect of Public Liability.	£10m
Employers' Liability - Limit of Indemnity	£10,000,000
Clerical / Managerial: Number of Employees	1
Clerical / Managerial: Wageroll (£)	£10,000
Property maintenance: Number of Employees	0
Property maintenance: Wageroll (£)	£0
Gardeners: Number of Employees	0
Gardeners: Wageroll (£)	£0
Porters: Number of Employees	0
Porters: Wageroll (£)	£0

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## LANDLORDS LEGAL SOLUTIONS

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Description	Limit
Cover	£100,000

## LANDLORD'S EMERGENCY SOLUTIONS

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Description	Limit
Cover	£500

## POLICY WORDING

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Your Policy Wording can be found here <https://www.brokerexpress.co.uk/documents/rpo/BE-RPO-Wording-V4.8-ERGO-DEC22.pdf>

Your Summary of Cover can be found here <https://www.brokerexpress.co.uk/documents/rpo/BE-RPO-SOC-V4.8-ERGO-DEC22.pdf>

Your Notice to Policyholder can be found here <https://www.brokerexpress.co.uk/documents/rpo/BE-RPO-Notice-to-Policyholders-ERGO-DEC22.pdf>

## GLOBAL ENDORSEMENTS & CONDITIONS PRECEDENT

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### Unoccupied Definition

The definition for Unoccupied is deleted and replaced by the following:

Any Premises that for a Period exceeding sixty (60) consecutive days is less than 50% untenanted, empty or no longer in use.

Contingent Contract Works Cover

The Insurance by each Item on Buildings extends to include Damage to Contract Works at the Premises.

We shall not be liable:

- for the first £500 of each and every loss arising under this extension
- for more than £250,000 under this extension during any one period of insurance
- for any contract where the original contract price or contract value on completion exceeds £250,000 any one single contract
- where the Contract Works are already insured under another insurance policy.

It shall be a condition precedent to Our liability that You shall ensure that the third party contracted to complete such Contract Works have adequate insurances in place to cover the Contract Works.

For the purpose of this extension the term Contract Works shall be defined as follows:

- temporary or permanent works completed or to be completed at the Premises as part of any contract with a third party contractor.
- materials and property for incorporation in such works whilst on or adjacent to the Premises.

Trace and Access

The Extension for Trace and Access is deleted and replaced by the following:

What is covered

The reasonable costs incurred by You:

- in locating the actual source of the Damage;
- and

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b) any repairs directly arising from (a) above caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating

What is not covered

Any amount in Excess of £50,000 in any one Period of Insurance.

## Tree Felling and Lopping

The Extension for Tree Felling and Lopping is deleted and replaced by the following:

What is covered

The cost of removing or lopping trees which are an immediate threat to the safety of life or Property.

What is not covered

Any amount in Excess of £5,000 any one loss

Any Legal or Local Authority costs involved in removing trees

Any Costs incurred solely to comply with a preservation order

## Alternative Residential Accommodation

In the event of Damage to the Property at the Premises for which We have admitted liability under Section 1 of this Policy which renders the Premises or parts of the Premises unfit to live in We will pay the reasonable costs of Alternative Residential Accommodation up to a maximum amount of 33.33% of the Building sum insured applying to the Premises or parts of the Premises which have suffered Damage for the period whilst they are unfit for habitation or 24 months whichever is the lesser.

## Prevention of Access

The Extension for Prevention of Access is deleted and replaced by the following:

What is covered

The Loss of Rent and/or the costs of Alternative Residential Accommodation following an interruption to the Business as a result of Damage by any of the insured perils included under Section 1 of this Policy to property:

a) in the Vicinity of the Premises which prevents or hinders the use of or access to the Premises;

b) at the buildings of Your managing agents within the Territorial Limits.

What is not covered

Any loss where the prevention or hindrance of access or use is less than 24 hours.

Any amount in excess of £50,000 in respect of any one event.

## Sale of Property

The cover provided by Section 2 - Loss of Rent and Alternative Residential Accommodation is extended to include Loss of Rent resulting from the termination or renegotiation of any agreements for lease or other loss of tenancy or delay in completion of letting of the Premises consequent upon Damage to Property in the Vicinity of the Premises excluding obstruction of roads streets and the like by weather or climatic conditions.

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Provided always that:

- a) there is an identifiable reduction in Rent solely in consequence of the Damage and the burden of proving such reduction is solely in consequence of the Damage will be upon You.
- b) there is no liability for any loss of rent during the first 12 hours of the Indemnity Period;
- c) the Maximum Indemnity Period shall not exceed 3 months from the date of the Damage;
- d) the limit is 5% of the Sum Insured on Loss of Rent or £100,000 whichever is the less

For the purpose of this extension the term Vicinity shall be defined as a radius of 500 meters from the Premises.

## Electrical Inspection Condition

It is a Condition Precedent to Our liability under Section 1 Property Damage that:

- a) Fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every five year period and a completion and inspection certificate is issued following such inspection
- b) Any work specified on such certificate to ensure the electrical installation meets IEE Regulations shall be carried out within the timescale stated
- c) A copy of each completion and inspection certificate is retained by You in a permanent record

If you do not comply with this condition you will not be covered and we will not make any payment in respect of a claim for fire and/or explosion.

## Power Outage General Exclusion

We will not be liable for any claim under this Policy in respect of any loss or Damage or interruption or interference arising from a partial or total power outage or failure of supply occasioned by:

1. the deliberate act of any public utility provider, or by the exercise by any such provider of its power to withhold, reduce or restrict supply or provision, of a public utility, whether or not at the instruction of any government body or other relevant authority;
2. the inability of any public utility provider to supply or provide a public utility due to demand for the public utility exceeding the provider's production capacity and/or available supply.

This exclusion shall not apply in relation to Section 4 (Landlords Legal Solutions) or the Landlord's Emergency Solutions Section.

## Water Damage Loss Limit

Our limit of liability for any Property Damage loss arising from water damage in any cellar, basement or part of the property below ground level including any loss of rent arising therefrom is limited to £25,000 any one loss.

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## EXCESSES

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The excess is the amount of each loss that you are responsible for.

If Your Policy renews or incepts on or after 1<sup>st</sup> January 2022 then (unless stated otherwise on this Schedule) the Excesses applicable to each section are as follows.

SECTION	EXCESS APPLICABLE	
Section 1 -	Water Damage in a Cellar, Basement or part of the property below ground level	£2,500
	Subsidence	£1,000
	Escape of Water	£500
	Replacement Locks	£50
	All Other Property Damage	£250
Section 2 -	Loss of Rent	Nil
Section 3 -	Employers' Liability	Nil
Section 4 -	Property Owners Liability	£250
Section 5 -	Landlord's Legal Solutions	Nil
	Landlord's Emergency Solutions	Nil

If Your Policy renews or incepts on or before 31<sup>st</sup> December 2021 then (unless stated otherwise on this Schedule) the Excesses applicable to each section are as follows.

SECTION	EXCESS APPLICABLE
Section 1 - Buildings & Contents (excluding Subsidence)	£100
Section 1 - Theft of Keys	£50
Section 1 – Subsidence	£1000
Section 1 - Escape of Water	£250
Section 2 - Loss of Rent	NIL
Section 3 – Property Owners Liability	£250
Section 5 - Landlord's Legal Solutions	NIL
Landlord's Emergency Solutions	NIL

## APPOINTMENT OF BROKER EXPRESS

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The **Insurers** have appointed Broker Express to administer **your** insurance on their behalf. This policy is issued in accordance with the authorisation **Insurers** have granted to Broker Express under the terms of a contract between the **Insurers** and Broker Express. This contract makes Broker Express the agent of the **Insurer** and gives them the authority to perform certain acts on the **Insurer's** behalf but does not affect **your** rights to claim or make a complaint. Broker Express receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share.

## ABOUT BROKER EXPRESS

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Broker Express is a trading name of the Eaton Gate group. Broker Express has not made any personal recommendations regarding the sale of this policy.

Broker Express can be contacted:

By telephone: 0333 234 1741

By e-mail: [info@egmgu.co.uk](mailto:info@egmgu.co.uk)

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In writing at: Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

For further details on how **your personal data** is used by Eaton Gate, please check its [Privacy Policy](#).

The Eaton Gate group comprises:

- Eaton Gate MGU Ltd ('Eaton Gate') which is registered in England (No. 9825821) at 20 St. Dunstan's Hill, London, EC3R 8HL and is authorised and regulated by the Financial Conduct Authority (FRN 773194). Eaton Gate is an intermediary and not an Insurer. Eaton Gate receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share based on underwriting performance.
- Vigilis Services Limited ('Vigilis') which is registered in Gibraltar (No. 113603) at Madison Building, Midtown, Queensway, Gibraltar, GX11 1AA and authorised and regulated by the Gibraltar Financial Services Commission (FSC20381) and by the Financial Conduct Authority (FRNs 771790 and 781071). In addition to the fee **you** pay, Vigilis receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share based on underwriting performance.

Vigilis is an intermediary and not an Insurer. When **you** take out a policy with Broker Express **you** will be charged a fee by Vigilis for the production of this policy which is determined by the total insurance premium and defined as the Production Fee. Vigilis provides broking systems, policy administration and claims administration.

## YOUR INSURERS

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### SECTIONS 1-4 AND OPTIONAL EXTENSIONS ARE PROVIDED BY:

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Insurer:	ERGO UK Specialty Limited on behalf of Great Lakes Insurance SE, UK Branch
Registered Number:	04516776
Registered Office:	Munich Re Group Offices, 13th Floor, 10 Fenchurch Avenue, London, EC3M 5BN
Website:	<a href="http://www.ergoinsurance.co.uk">www.ergoinsurance.co.uk</a>
FCA Registration Number:	435184
Complaint – by telephone:	0333 234 1741
Complaint – by e-mail:	<a href="mailto:complaints@egmgu.co.uk">complaints@egmgu.co.uk</a>
Complaint – by post:	Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

For further details on how **your personal data** is used by the Insurer, please check its [Privacy Policy](#).

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

### SECTION 5 IS PROVIDED BY :

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Insurer:	ARAG Plc on behalf of SCOR UK Company Limited
Registered Number:	02585818
Registered Office:	9 Whiteladies Road, Clifton, Bristol, BS8 1NN

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Website: [www.arag.co.uk](http://www.arag.co.uk)  
FCA Registration Number: 452369  
Complaint Address: Customer Relations, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

ARAG plc is authorised and regulated by the Financial Conduct Authority (452369). ARAG plc appointed Vigilis as its agent to distribute the sections of cover for which it is the product manufacturer.

For further details on how **your personal data** is used by the Insurer, please check: [Privacy Policy](#) (ARAG) and [Privacy Policy](#) (SCOR).

## MAKING A CLAIM

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If **you** wish to make a claim, **you** should contact **us** as soon as possible. **You** should not settle, reject, negotiate or agree to pay any claim without **your Insurer's** written permission.

For claims under Sections 1-4 of **your policy** and optional extensions:

Number: 0333 234 1742  
Email: [ergo.newclaims@mplclaims.com](mailto:ergo.newclaims@mplclaims.com)

For claims under Sections 5 of **your policy**:

Number: 0117 917 1698  
Email: [newclaims@arag.co.uk](mailto:newclaims@arag.co.uk)

## LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your** business, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

## LEGAL SERVICES WEBSITE - [www.araglegal.co.uk](http://www.araglegal.co.uk)

With **Your Policy** **You** get free access to **Our** legal services website using the following code, EC426C378CB8, which allows **You** to create many online documents and guides which can help **Your** business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

## CUSTOMER COMPLAINTS

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If **your** complaint is about the way **your policy** was sold to **you** please contact **your** insurance broker or intermediary firm who arranged **your** policy for **you**. Their address and telephone number are shown on **your schedule**.

If **your** complaint is about a claim made under **your policy** please contact the **Insurer's** claim administration team. Their address and telephone number are shown above.

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Eaton Gate is dedicated to resolving **your** complaint so if **you** fail to reach **your Insurer** or have a complaint about your Policy or wish to discuss a complaint **you** have with **your Insurer**, please contact the Eaton Gate customer services team;

- Telephone: 0333 234 1741
- By e-mail: [complaints@egmgu.co.uk](mailto:complaints@egmgu.co.uk)
- In writing to: Customer Services Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

## TERRITORIAL LIMITS

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The **Territorial Limits** of this **Policy** are:

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

## HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

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### Insurance Underwriting and Administration

The information that **you** provide to **us** may be used for purposes of insurance underwriting and administration or claims processing and payment by **us**, **our** associated companies, suppliers and service providers, agents, and by reinsurers. From time to time this information may be disclosed to regulatory or statutory bodies for the purposes of monitoring and enforcing **our** compliance with the relevant regulatory code or rules. **Your** information may also be used for the purposes of calculating renewal terms as well as crime prevention, statistical analysis and research and development.

This information may be transferred outside of the European Economic Area for any of these purposes and for system administration. Should this happen **we** will ensure that anyone receiving **your** information agrees to handle this information to the same standard and level of protection as if **we** were dealing with it.

If **you** pass **us** any information relating to any other person, **you** confirm that they have given **you** permission to provide it to **us** and that they give permission for **us** to process their **Personal Data** and that **you** have explained to them who **we** are and what **we** will use their data for.

**We** will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained

The information provided will be treated in confidence and in compliance with the **Data Protection Regulations**.

### Claims Handling

In assessing any claim, **we** or **our** agents will likely consult any publicly held information which may include but will not be limited to: electoral roll, bankruptcy or insolvency records, county court judgments, repossessions and such like. This information may also be shared with other insurers and **our** agents and suppliers. Please check **our** Privacy Policy for details of these third parties.

### Credit Searches or Third Party Information Sources

In considering **your** application for this **Policy** **we** or our agents may consult a number of data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain policy records and to combat fraud. **We** or our agents may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies. This information may be used by other credit lenders for making credit decisions about **you**

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and other people to whom **you** are financially associated for fraud prevention, money laundering reasons or for tracing debtors. Please check our Privacy Policy for details of these third parties.

- approved service providers or suppliers or other group companies that provide support services;
- fraud prevention or credit reference agencies or other agencies that carry out work on **our** behalf such as the Insurance Fraud Bureau (IFB);
- other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman services or the Claims and Underwriting Exchange (CUE) or ELTO (see below);
- purchasers of the whole or part of **our** business;

The Claims and Underwriting Exchange Register (CUE) run by Motor Insurance Bureau (MIB Ltd). The aim is to help **Us** to check information provided by **You** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with the **Policy**. **We** will pass any information relating to any incident which may or may not give rise to a claim under the **Policy** and which **You** have to notify **Us** of in accordance with the terms and conditions of the **Policy**, to the relevant registers.

In accordance with the Employers Liability Insurance: Disclosure by Insurers (no 4) Instrument 2013 made by the Financial Conduct Authority (FCA) **we** will be required to provide some of your information to the Employers Liability Tracing Office (ELTO). The information that **we** supply in accordance with this requirement will be added to an electronic database that will be managed by ELTO. The information supplied to the ELTO will include:

- policy number(s)
- employers' current names and addresses
- coverage dates
- Her Majesty's Revenue and Customs Employers Reference Numbers

**We** may ask credit reference agencies to give **you** a credit score, which may affect **your** insurance application. **We** may also use information relating to **you** and **your** property supplied to **us** by other third parties.

## Fraud Protection

In order to prevent fraud, **we** may, at any time:

- share information with other organisations or public bodies (such as the Police) about **you**;
- undertake credit searches or additional fraud searches;
- check and file **your** details with fraud prevention agencies or on registers of claims that are shared with insurers.

If **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded.

## Automated Decisions

**We** may use automated tool with decision making to assess **your** insurance application, such as price rating tool, flood, theft and subsidence area checks. These automated decisions will produce a result on where **we** are able to offer insurance, the appropriate price for **your** insurance policy or whether **we** can accept **your** claim. If **you** object to an automated decision **we** may not be able to offer **you** an insurance quotation or renewal.

## Your Rights

Unless subject to an exemption under the **Data Protection Regulations**, **you** have the following rights with respect to **your personal data**:

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Part of the Eaton Gate group

- **You** have the right of access to **your personal data** **we** hold and to any correction of this if it is found to be inaccurate or out of date. In the event of any dispute regarding rectification of **your personal data**, **you** may request a restriction to be placed on further processing. **We** will only keep **your personal data** for as long as is necessary to provide **you** with the products and services to meet **our** legal obligations.
- **You** may request **us** to transmit **your personal data** directly to another **data controller**.
- **You** have the right to request erasure of **your personal data**, although **we** may refuse to comply with **your** request where **your personal data** is processed on a lawful basis. Where **your personal data** has been shared with others, **we** will notify those using **your personal data** to comply with **your** request.
- **You** have the right to lodge a complaint to the regulatory authority if **you** feel **we** have not lawfully processed **your personal data** or suitably responded to **your** requests or rectified **your personal data** in the time permitted.

Broker Express is a trading name of Eaton Gate MGU Limited which is registered in England (No. 9825821) at 20 St. Dunstan's Hill, London, EC3R 8HL. Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).