



Insurance Broking
13/14 King Square
Bridgwater
TA6 3DG
Tel: 01278 424345
Fax: 01278 434679 / 01278 452378
www.theovalgroup.com

Mr J Morris
Charminster Close Residents Company Limited &
Charminster Close RTM Company Limited
15 Windsor Road
Swindon
SN3 1JP

Ref: 1123820/JMH

16 July 2007

Dear John

**Residents Association Directors & Officers Liability Insurance
Renewed : 30 June 2007**

I refer to the above, and following our recent correspondence, am pleased to enclose insurers renewal documents in respect of your Association's Directors & Officers Liability Insurance.

Also enclosed is a copy of our up to date register for the coming year. Please check both documents to ensure the details shown meet with your requirements, and advise me if you have any queries. I would draw your attention to the policy conditions governing the notification of claims.

I cannot over stress the importance of keeping Insurers advised of, not only actual claims, but also of any circumstances which may subsequently give rise to a claim against you. If you are in any doubt as to what constitutes a circumstance, do please contact me for advice. It is very important to remember to notify us **immediately** of any incident which could give rise to a claim. Failure to do so could jeopardise your position in the event of a future claim.

If I can clarify any issues regarding the policy documents or be of any further assistance, please do let me know.

Yours sincerely,

Joanna Halley Dip CII
Client Service Support
Email: jo.halley@oval7.theovalgroup.com



KEY FACTS

Residents Associations (Aggregate)



This is a claims made policy which provides cover for **claims which are made and notified to us during the Period of Insurance**.

Directors

Directors and Officers Liability

Covers your legal liability as a director, officer, committee member or trustee of the Residents Association

In addition your legal costs and expenses are covered in respect of: -

- (a) any investigations you are required to attend
- (b) the defence of any legal action seeking your disqualification as a director

Limit of indemnity

The limit of indemnity applies to each claim and in total for the period of insurance.

Your legal costs and expenses in respect of investigations relating to pollution are limited to £250,000 or 25% of the limit of indemnity whichever is the lesser (this amount is inclusive of the total limit for the period of insurance).

An excess may apply to each claim.

Claims made during the Period of Insurance

- Employment disputes
- Dishonest and Malicious Acts
- Pollution
- Bodily Injury/Property Damage
- Acting as a trustee of a pension scheme
- Any claims made against you by the Residents Association
- Disputes between fellow directors, officers, committee members or trustees of the Residents Association

Claims made during the Period of Retroactive

- **Immediate Claims Notification**
- Claims handling requirements
- Waiving of our rights following your unintentional non-disclosure or misrepresentation
- Severability
- Subrogation rights
- Consequences of fraudulent claims
- Cancellation instructions to be sanctioned by all directors, officers, committee members and trustees
- Contract of Insurance subject to English or Scottish law (as appropriate)

This factsheet is not a policy document and contains only general descriptions. Policyholders must refer to the actual policy issued for the binding terms, conditions and exclusions of cover.



Renewal Statement

(Residents Associations)

Assured: CHARMINSTER CLOSE RESIDENTS COMPANY LIMITED AND CHARMINSTER CLOSE RTM COMPANY LIMITED

Certificate Number: SC1912E070LR/434

This Renewal Statement together with the information provided by You or on Your behalf is a proposal for the renewal of the contract of insurance and is incorporated in and forms the basis of the contract of insurance, and You have confirmed that

- (i) to the best of Your knowledge and belief the information provided was true and complete, and
- (ii) no material facts have been mis-stated or suppressed

And, other than as already declared to and acknowledged by Underwriters:

Within the expiring Period of Insurance

- (i) there have been no mergers or takeovers with any other organisation or Residents Association nor has the Residents Association acquired or disposed of any subsidiary companies
- (ii) there have been no material changes in the voting rights of the members of the Residents Association
- (iii) no one freeholder/leaseholder has acquired more than 49% of the voting rights of the Residents Association
- (iv) there has been no material change in the Resident Association's financial position
- (v) there have been no disputes relating to the premises (including but not limited to planning appeals, public enquiries and the like)

nor are any such occurrences anticipated in the forthcoming Period of Insurance.

AND with regard to any Claims and Circumstances

- (i) No person insured or proposing for insurance has been convicted, or charged but not yet tried, of any criminal offence other than a motoring offence
- (ii) No claims, prosecutions, proceedings or investigations (successful or otherwise) have been made or instigated against You and/or any person insured or proposing for insurance to which this proposal relates.
- (iii) Neither You nor any person insured or proposing for insurance is aware, AFTER ENQUIRY, of any circumstance or incident which they have reason to suppose might afford grounds for any future claim such as would fall within the scope of the expiring insurance or the proposed insurance

Important Notice

- 1) Assured, Proposer, You/Your means the individual, company, partnership, trust, charity, establishment or association named in the expiring Certificate of Insurance.
- 2) Failure to disclose a material fact can make the contract of insurance voidable or severely prejudice your rights in the event of a claim. A material fact is one likely to influence Underwriter's assessment or acceptance of the proposal; if you are uncertain what may be a material fact You should consult Your insurance broker.
- 3) You should retain this Renewal Statement for your records along with your Certificate of Insurance.
- 4) Copies of your Certificate of Insurance, original Renewal Statement and previously submitted Proposal/Renewal Proposal forms are available via your insurance broker.
- 5) The insurance covers only those losses which arise from certain events discovered or claims made against You during the Period of Insurance as specified in the Policy or Certificate of Insurance.



RESIDENTS ASSOCIATION D&O CERTIFICATE

THIS IS TO CERTIFY that in accordance with authorisation granted under the Certificate Number stated below to the undersigned by Markel International Insurance Co Ltd (hereinafter "Underwriters"), which shall be supplied on application by reference to the Binding Authority Number MKL200701, and in consideration of the premium specified herein, the Underwriters are hereby bound to insure in accordance with the terms and conditions herein or endorsed hereon.

RENEWAL SCHEDULE

RENEWAL CERTIFICATE NO :	SC1912E070LR/434
ORIGINAL CERTIFICATE NO :	SC1912E060LR/299
Residents Association :	CHARMINSTER CLOSE RESIDENTS COMPANY LIMITED AND CHARMINSTER CLOSE RTM COMPANY LIMITED
Address :	15 Windsor Road Swindon SN3 1JP
Period of Insurance :	30/06/2007 to 29/06/2008 (both dates inclusive)
Limit of Indemnity :	£ 100,000
Excess :	Nil
Premium :	£ 150.00 (+ IPT @ 5.00% = £ 7.50) = £ 157.50

IN WITNESS whereof this Certificate has been signed by :

on behalf of MARKEL (UK) LIMITED.

Dated : 10/07/2007

Directors & Officers Liability

POLICYHOLDER	Charminster Close Residents Company Limited and Charminster Close RTM Company Limited
INSURER	Markel (UK) Ltd
POLICY NUMBER	SC1912E070LR/434
PERIOD OF INSURANCE	30/06/2007 to 29/06/2008

Cover

To indemnify Directors or Officers against any claim first made against them during the policy period for any Wrongful Act in their capacity as a Director, Officer or employee of the Association.

Limits of Indemnity

In the Annual Aggregate (£): 100,000

Excess

Nil

Main Exclusions

As per policy, including

- Fines, penalties, taxes, punitive, exemplary or multiplied damages
- Radioactive contamination or explosive nuclear assemblies
- War risks and terrorism
- Funding exclusion
- Employment Disputes against the Company
- Loss of data
- Dishonest and malicious acts
- Prior and pending litigation
- Pollution
- Bodily injury and property damage
- Professional duty to third parties
- Associated companies
- Computer data recognition exclusion
- Acting as a trustee of a pension scheme
- Any claims made against you by the Residents Association
- Disputes between fellow directors, officers, committee members or trustees of the Residents Association

Policy Limits

Territorial Limits : United Kingdom
Jurisdiction : United Kingdom