

Insurance Broking incorporating

John Eke & Partners

Church House 128 High Street Midsomer Norton Bath

BA3 2JJ Tel: 01761 414049 Fax: 01761 415259

www.theovalgroup.com

Mr J Morris Charminster Close Residents Company Limited 15 Windsor Rd Swindon SN3 1JP

Ref: CHAR16FT01

20 July 2006

Dear John

## Flats Insurance NIG Policy Number: To Be Advised

2838.40

I can confirm that cover has been incepted with NIG at a premium of £2,263.40 inclusive of 5% Insurance Premium Tax based on our quotation faxed to you on the 16 June 2006.

I thank you for your payment of the premium and attach our invoice for your safekeeping along with a copy of our register, giving a brief summary of cover together with a copy of our terms of business agreement.

Also attached is a proposal form and prospectus, which I would be grateful if you could complete to enable NIG to issue documentation. Please make a note on the proposal form about the state that the roofs are in as this is a material fact, which needs to be disclosed to the insurers.

A Material Fact can be defined as:

"Every circumstance which could influence the judgment of a prudent insurers in fixing the premium or determining whether he will take the risk."

If you are in doubt as to whether a fact is material, you should disclose them on the proposal form.

I would be grateful if you could check through the register and should any changes need to be made, please let me know in order that the policy can be amended.

I trust all is in order and thank you for placing your insurance via Oval Insurance Broking.

I now look forward to receiving the completed proposal form but should you have any queries in the meantime, please give me a call.

Yours sincerely

Kathryn Rodd Cert CII

Trainee Client Service Support

Email: kathryn.rodd@oval7.theovalgroup.com



Insurance Broking Limited incorporating John Eke & Partners Church House 128 High Street Midsomer Norton Bath BA3 2JJ

Charminster Close Residents Company Limited 15 Windsor Rd Swindon

SN3 1JP

Premium

Date: 20/07/2006

Our ref :CHAR16FT01/21 Invoice No :253846

New Business-Invoice

#### **Flats Insurance**

## Reason for Issue

New Flats Insurance Policy 2006

Insurance Company NIG

Policy Number TBRS/004509409.

**Effective Date** 30/06/2006 to 30/06/2007

Insurance Premium Tax Included £ 135.16

TOTAL DUE £ 2838.40

REMITTANCE ADVICE (Please detach and return with remittance)

2838.40

Charminster Close ResidentsCompany Limited Ref: CHAR16FT01/21

Payment Enclosed £2838.40

#### INSURANCE REGISTER

CLIENT Charminster Close Residents Company Linkted VAL

**POLICY** Flats

**INSURER** NIG

POLICY NUMBER TBA

RENEWAL DATE 30th June 2007

BROKER REFERENCE CHAR16FT01

### Statement of Commercial Customers Demands and Needs

Date of Statement: 20/07/06 Compiled by Kathryn Rodd

Oval Insurance Broking Ltd is an independant Insurance Intermediary who acts on your behalf and we will advise and make recommendations to you once we have assessed your needs. To carry out our assessment of the suitability of a product we have taken account of your particular circumstances and objectives based upon the information you have provided or of which we are already aware. This Statement of your Demands and Needs and the Reasons for our Recommendations should be read in conjunction with the Summary of Cover which is attached.

Details of Oval Insurance Broking Ltd Status Disclosure requirements, Charges Structure and basis on which we act for you is set out in our Terms of Business Agreement (TOBA)

We understand your particular requirements for this policy are as follows:

#### **Demands and Needs**

You require a policy to cover the Buildings Insurance for the properties detailed in the attached register

## **Reasons for Recomendation**

We have undertaken a fair analysis of the insurance market and our recommendation is to place the insurance with NIG

We recommend this insurance policy as the cover offered meets with your requirements at a cost effective premium and compares favourably with placements we have arranged for other clients with similar requirements



# **Type of Policy**

Flatowners

# **Policyholder**

Charminster Close Residents Company Limited

# **Business Description**

Management Company

#### MATERIAL DAMAGE

## **Perils Covered**

Commercial "All Risks" being any physical loss of or damage to the insured property subject to certain exclusions contained within the Policy.

Cover includes subsidence on the Buildings only

Please note that Theft must be as a result of violent or forcible entry.

Accidental Damage

Loss or Damage caused by Acts of Terrorism is completely excluded

## **Excess**

All Claims

£ 200

Subsidence

£1,000

## **Wet Perils Excess Endorsement**

When the properties are re-roofed the Wet Perils Excess will increase to £2,500

## Clauses

, Architects & Surveyors Fees, Local Authorities, Workmen Allowed

## **Basis of Settlement**

**Buildings** 

- Reinstatement as New

## **Inflation Protection**

Index Linking applies to certain of your sums insured



# **Definitions Buildings**

Including

- Landlords Fixtures & Fittings
- Small outside buildings, extensions, annexes, gangways
- Walls, gates & fences
- Public services extending from the Buildings to the perimeter of the premises or to the Public mains

# Location

Charminster Close, Nythe, Swindon SN3 3QB

# Occupation

Professional Working People

# **Items Covered**

Buildings

**Sum Insured** 

£ 2,650,244

# PUBLIC LIABILITY

Legal Liability cover for Death, Injury or Disease to members of the Public; Loss of or Damage to their property arising out of Accidents occuring in connection with your Business activities

Public Liability
Limit of Indemnity

£ 2,000,000 any one occurrence.



# PROPERTY OWNERS LIABILITY

Legal Liability cover for Death, Injury or Disease to members of the Public; Loss of or Damage to their property arising out of Accidents occurring in connection with your ownership of the Insured properties.

Limit of Indemnity

£ 2,000,000 any one occurrence.

# **Felt Roof Warranty**

It is hereby declared and agreed that:-

- (a) the excess for wach and every claim in respect of Material Damage losses attributable to Storm & Tempest is amended to £500 on that portion of the building roofed with felt on timber
- (b) the felt on timber portion of the roof is to be inspected on an annual basis by a competent roofing contractor and any recommendations are to be implemented immediately.





# **Product Summary**

Please read this document carefully. Full terms and conditions can be found within the Policy Document.

# **NIG Property Owners Insurance Policy**

The Property Owners policy is underwritten by The National Insurance and Guarantee Corporation Limited and will run for 12 months or as shown on the schedule.

Please refer to your policy schedule for full details of any endorsements or excesses that may apply.

#### STANDARD COVER

The Structure (Policy Section 1)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Available on "Specified Contingencies" or an "All Risks" basis  Subsidence is available as an option in most cases	<ul> <li>Accidental damage to underground service pipes and cables</li> <li>Ground rent – up to 2 years whilst uninhabitable</li> <li>Public authorities</li> <li>Professional fees</li> <li>Capital Additions – up to 10% of sum insured or £500,000 whichever is less</li> <li>Removal of debris</li> <li>Damage by Emergency Services – up to £25,000 any one claim</li> <li>Contracting purchaser's interest</li> <li>Trace and Access – up to £10,000 any one claim</li> <li>Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees</li> <li>Non-invalidation</li> <li>Workmen</li> <li>Mortgage – interests of mortgagors and leaseholders / lessees protected following increased risk</li> <li>Drain clearance costs</li> <li>Fire extinguishment Expenses – up to £5,000 any one claim</li> <li>Loss of metered water and heating oil – up to 5,000 any one claim</li> <li>Unauthorised use of Electricity, Gas or Water – up to £10,000 any one claim</li> <li>Alternative accommodation costs (Residentially occupied properties only) up to 20% of the sum insured in total with 24 month indemnity period</li> <li>Day One (optional) up to 150% of sum insured</li> </ul>	Index Linking     Designation     Reinstatement of Sum Insured following a loss	<ul> <li>Various exclusions apply to vacant or disused premises</li> <li>Property more specifically insured</li> <li>Damage to Glass and Sanitary Ware as defined under Section 5 – other than by Fire, Lightning or Explosion</li> <li>Damage to electrical signs</li> <li>Engineering Damage resulting from wear and tear, deterioration and other gradually operating causes</li> <li>Damage caused by the bursting of a boiler due to steam pressure other than in respect of engineering damage</li> <li>Frost damage to plumbing installations in outbuildings</li> <li>If "All-Risks" cover is selected, the following additional exclusions apply:</li> <li>Wear and tear, the action of light and atmosphere</li> <li>Any process of cleaning, dyeing, restoring or repairing</li> <li>Wind, hail, sleet snow, flood or dust damage to walls, gates or fences</li> <li>Corrosion, wet or dry rot, marring or scratching</li> <li>Normal settlement or bedding down of new structures</li> <li>Inherent vice, latent defect, gradual deterioration</li> <li>Faulty or defective workmanship</li> <li>Collapse or cracking of Buildings</li> <li>Maintenance, redecoration or repair costs</li> <li>Damage to glass or sanitary ware</li> </ul>

# Public Liability (Policy Section 3)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Public Liability, indemnity limit up to £2 Million (any one occurrence) unless otherwise shown on the schedule	Cross Liabilities     Motor Contingent Liability     Defective Premises Act 1972     Wrongful Arrest     Compensation for Court Attendance connected to a claim (up to £250 per day)     Additional Persons Insured     Worldwide Personal Liability     Contractors Contingent Liability     Contractual Liability     Health & Safety at Work Act 1974     Data Protection Act 1998		<ul> <li>Ownership of buildings not insured under Section 1 – The Structure</li> <li>Ownership of land unless we have agreed to provide cover</li> <li>Excluding manual work way from premises (other than collection or delivery)</li> <li>Any mechanically propelled vehicle</li> <li>Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given</li> <li>Goods which You supply, install, erect, repair or treat</li> <li>Cost of rectifying or replacing defective work</li> <li>Pollution or Contamination other than caused by a sudden identifiable and unintended and unexpected incident</li> <li>Damage to anything supplied, installed or erected by You if such Damage is attributable to any defect therein</li> </ul>

# Glass and Sanitary Ware (Policy Section 5)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
"All Risks" cover on Glass, Sanitary Ware and Shop Front Glass at the Premises for which You are responsible	Reasonable cost of boarding up Damage to framework following breakage of Glass Removal / Replacement of fixtures to effect replacement of glass Replacement of foil lettering, painting of glass, etc. Accidental damage to goods following breakage of glass		<ul> <li>Fire, Lightning or Explosion</li> <li>Removal or installation carried out at the Premises</li> <li>Theft unless theft is covered under Section 1 or 2</li> <li>Damage in any portion of Vacant or Disused Buildings</li> </ul>

# **OPTIONAL COVER**

# Landlords Contents (Policy Section 2)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Cover on Landlords Contents follows that chosen under Policy Section 1 – The Structure	Temporary Removal – up to 10% of the sum insured Replacement Locks – up to £1,000 Debris Removal Costs – up to £25,000 any one premises Loss of Oil and Metered Water – up to £5,000 any one period of insurance Day One (optional) up to 150% of sum insured	Index Linking     Basis of Claims Settlement – reinstatement     Automatic Reinstatement of Sum Insured     Excess – as per schedule	Various exclusions apply to vacant or disused premises     Property in the open in respect of riot, malicious damage, storm, flood and theft     Stock and Materials in Trade     Bills of exchange, money, securities, etc.     Business books, plant and specifications     Jewellery, watches, furs and precious stones and metals     Works of art and antiques     Property more specifically insured     Cessation of work or confiscation by authorities

# Landlords Contents (Policy Section 2) - continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Damage to plant or fittings by self-ignition, short-circuit, excessive pressure, self-heating or leakage of electricity     Damage to electrical signs
			If "All-Risks" cover is selected, the following additional exclusions apply:
			Wear and tear, the action of light and atmosphere
			Any process of cleaning, dyeing, restoring or repairing
			Corrosion, wet or dry rot, marring or scratching
			Subsidence, landslip or ground heave
			Inherent vice, latent defect, gradual deterioration
,			Faulty or defective workmanship
			Erasure or distortion of information on computer records
			Dishonesty or fraud by Your employees or anyone lawfully on the premises
			Maintenance, redecoration or repair costs
			Damage to glass or sanitary ware

# Rent Receivable (Policy Section 4)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Loss of;     Rent Receivable     Additional Expenditure and     Outstanding Debit Balances     Cover follows that chosen under Section 1 – The Structure	Boiler Explosion Prevention of Access Alternative Accommodation Loss of Book Debts Public Utilities Professional Accountants' Charges Automatic Rent Review – limit 100% increase Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees Sale of property – damage subsequent to sale agreement	Reinstatement of Sum Insured following a loss     Cessation of Trading     First Financial Year     Unoccupied Buildings	As shown under Section 1 – The Structure

# Employers Liability (Policy Section 6)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Employers' Liability, Indemnity Limit up to £10 Million (inclusive of legal costs) unless otherwise shown on the schedule	Cross Liabilities Health & Safety at Work Act 1974 Compensation for Court Attendance connected to a claim (up to £250 per day) Unsatisfied Court Judgements Additional Persons Insured Injuries to Working Partners	Law Applicable – UK, Channel Islands and Isle of Man	

# Personal Accident (Policy Section 7)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
24 hour cover for specified employees suffering bodily injury resulting in:  Death Loss of limbs or sight Permanent total disablement Temporary total disablement		Change in Circumstances	Flying other than as passenger on bona fide airline     Winter sports and other hazardous pursuits     Illness or disease or gradually operating cause     Influence of alcohol or non-prescribed drugs     Self-injury, provoked assault or willful exposure to needless peril

# **General Conditions**

Observance of Conditions     Cancellation     Protections	Policy voidable for non-disclosure     Unoccupancy     Interest Clause	Reasonable Precautions     Choice of Law     Fire Extinguishing Appliances	<ul><li>Change of Risk</li><li>Contracts (Rights of Third Parties) Act 1999</li></ul>
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#### Other features

24 hour business assistance services

Free Helpline services available 24 hours a day, 7 days a week for:-

- · Legal Advice on any business problem including Employment, Tax, Contract Disputes etc
- Emergency Assistance rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures, serious roof damage
- · Glass Replacement and Locksmith Services rapid call outs for any glazing or door & window security problems.

Installment Payment Method available in most cases

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy within 14 days of receipt. We will return any premium paid in full.

#### **Termination**

If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy. Any return of premium will be at the discretion of NIG.

#### How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the Broker, Intermediary or Agent who arranged the Policy for you or NIG at the address below quoting the Policy Number in all cases.

If you are not satisfied with the way in which a complaint has been dealt with, please write to the Managing Director of NIG at Crown House, 145 City Road, London EC1V 1LP.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800.

#### **Details about our Regulator**

The National Insurance and Guarantee Corporation Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register, or the Financial Services Authority can be contacted on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.