

Mr John Morris  
Azelin Court RTM Company Ltd  
15 Windsor Road  
Swindon  
Wilts  
SN3 1JP

25<sup>th</sup> February 2010

Dear Mr Morris

**Flats Insurance – Azelin**  
**MMA Policy number – 021285850**

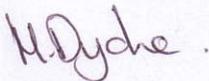
Many thanks for your payment of £2100.92 in relation to the above renewal.

Please find enclosed the following:

1) Certificate of Employers Liability Insurance

If you have any queries, please do not hesitate to contact me on the Freephone number above.

Yours sincerely



Mary Dyche  
Administrator

Email: [md@insurecg.co.uk](mailto:md@insurecg.co.uk)



Authorised and regulated by  
the Financial Services Authority

## 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)

Policy Number **PP04 021285850**

1) Name of Policyholder **AZELIN COURT RTM COMPANY LTD**

2) Date of commencement of insurance **13th March 2010**

3) Date of expiry of insurance **13th March 2011**

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, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney **(b)**; and

2. the minimum amount of cover provided by this policy is no less than £5 million **(c)**.

Signed on behalf of MMA Insurance plc (Authorised Insurer)

Managing Director

### 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 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.

MMA Insurance plc  
Registered in England and Wales no. 613259  
Registered Office: Norman Place, Reading RG1 8DA

## Invoice

Azelin Court RTM Company Ltd  
15 Windsor Road  
Swindon  
SN3 1JP

**INVOICE NUMBER** 4875  
**DATE OF INVOICE** 11/02/2010

### Details

MMA Insurance Policy Flats 13/03/10 to 13/03/11  
Insurance Premium Tax

**Cost**  
2,000.88  
100.04

**TOTAL NOW DUE** 2,100.92

Payment by cheque should be made payable to Flats Direct and sent to the address above.

Terms of invoice: 14 days from receipt

*paid 25/2/10*



INSURANCE

Authorised and regulated by the Financial Services Authority

POLICY SCHEDULE

COMMERCIAL PROPERTY OWNERS Policy

Policy Number: PP04 021285850

Period of Insurance from 13th March 2010 To Expiry Date 13th March 2011

Agent FLATS DIRECT SUITE C10 ARENA BUSINESS CENTRE NINE NIMROD WAY FERNDOWN\* DORSET BH21 7SH

Agency No: 11459 Agent's Ref:

Premium Due £ 2000.88

plus Premium Tax (5.00%) £ 100.04

Total Payable £ 2100.92

Insured AZELIN COURT RTM COMPANY LTD

Trade(s) PROPERTY OWNER AND NO OTHER FOR THE PURPOSE OF THIS INSURANCE

Address C/O JOHN MORRIS 15 WINDSOR ROAD SWINDON SN3 1JP

EXCESS

The Policy does not cover :

- a) the first £100 of each claim under Section 1A - Buildings and Landlord's Contents (other than Fire, Lightning, Explosion and Earthquake)
b) the first £100 of each claim under Section 1B - Glass
c) the first £100 of each claim under Section 2 - Rent (other than Fire, Lightning, Explosion and Earthquake)
subject to the maximum Excess in respect of a single incident not exceeding £100

The following Section(s) is/are in force

Table with 4 columns: Section description, Declared Value (£), Sums Insured (£), Premium Excluding Tax (£). Row 1: Property 1: Section 1A - Buildings and Landlord's Contents, Buildings situate: Azelin Court, Stratton St Margaret, Swindon, SN3 4YE, Occupation/Use: Flats Constructed Pre 1990, Buildings Sums Insured, 2,499,742, 3,124,678, 1,749.92

Data Protection Act

If the broker or intermediary you have used to obtain this insurance policy ceases to carry on business, to otherwise trade or be regulated by the FSA as an insurance intermediary, we may transfer your personal data and information to another insurance intermediary who will continue to effect insurance cover for you. Please let us know if you do not want us to share your personal data and information with another insurance intermediary as described above. If you have any queries about the use of your information please write to the Data Protection Officer, MMA Insurance plc, Norman Place, Reading, RG1 8DA

Reason for Issue RENEWAL 2010

Schedule Dated 8th February 2010

Please read this Schedule and the page overleaf carefully and check that it meets your requirements.





INSURANCE

Authorised and regulated by  
the Financial Services Authority

**POLICY  
SCHEDULE**

**COMMERCIAL PROPERTY OWNERS  
Policy**

**Policy Number: PP04 021285850**

Insured **AZELIN COURT RTM COMPANY LTD**

The Endorsements shown below apply to your Policy.  
For full details of the wordings please refer to the Policy Document or the Policy Schedule as appropriate.

Operative Endorsements

FLATS INSURANCE POLICY WORDING P101A 08/07

This Policy is a FLATS Insurance Policy underwritten on the Flats Insurance Policy wording (code P10

SUBSIDENCE EXTENSION

Notwithstanding Exception 4d) to SECTION 1A BUILDINGS the cover provided by SECTION 1A BUILDINGS AND SECTION 2 RENT is extended to include Damage caused by subsidence and or ground heave of the site or part of it on which the insured Property stands or landslip excluding

- i) Damage to yards car-parks roads pavements walls gates and fences unless Damage is caused to the buildings of the insured Property
- ii) Damage caused by bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- iii) Damage occurring whilst the whole or part of the insured Property is in the course of erection structural alterations or repair or demolition
- iv) Damage caused by defective design or workmanship or defective materials
- v) Damage which commenced prior to the inception of the cover under this endorsement
- vi) The first £1,000 of the Sum Insured on Buildings whichever is the greater of each and every loss after the application of the Underinsurance Clause

Provided that the Insured

1. keeps the insured Property in good and substantial repair
2. notifies the Company immediately in writing in the event of
  - a) the operation of a cause insured by this Endorsement
  - b) demolition excavation or building being commenced at or affecting any part of the Property insured or the site or adjoining the site

In the event of demolition excavation or building the Company shall have the right to vary or cancel the cover provided by this endorsement

INCREASED EXCESS

It is hereby noted that the Policy Excess is increased to £250 in respect of Escape of Water claims.

Reason for Issue **RENEWAL 2010**

Schedule Dated

**8th February 2010**



INSURANCE

Authorised and regulated by the Financial Services Authority

POLICY SCHEDULE

COMMERCIAL PROPERTY OWNERS Policy

Policy Number: PP04 021285850

Insured AZELIN COURT RTM COMPANY LTD

The Extension shown below applies to your Policy.

TERRORISM EXTENSION

Notwithstanding Exception 3 to the Policy the cover provided by SECTION 1A BUILDINGS, SECTION 1B GLASS and SECTION 2 RENT is extended to include Damage and Indirect Loss the proximate cause of which is an Act of Terrorism carried out within the Territorial Limits provided always that the following Special Exclusions Special Conditions and Definitions shall apply to this extension:

SPECIAL EXCLUSIONS

This Extension does not cover

- 1. Damage or Indirect Loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
a) riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
b) Virus or Similar Mechanism or Hacking or Denial of Service Attack in respect of any Computer Equipment
2. Damage or Indirect Loss in respect of:
a) any Nuclear Installation or Nuclear Reactor
b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes.
c) any property which is insured by or would but for the existence of this Policy be insured by any form of transit or aviation or marine policy
d) any other type of property which is specifically excluded elsewhere in this Policy.

SPECIAL CONDITIONS

It is agreed that:

- 1. In any action suit or other proceedings where the Company alleges that any Damage or Indirect Loss is not covered by this policy at the burden of proving that such Damage or Indirect Loss is covered shall be upon the Insured.
2. This Extension is
a) not Subject to any of the exclusions specified elsewhere in this Policy other than those stated in the Special Exclusions above
b) subject to all the other terms limits of liability definitions provisos and conditions of this Policy (including but not limited to any excess or deductible to be borne by the Insured) except as expressly varied hereby

Definitions

For the purposes of this extension the following Definitions apply:

Act of Terrorism

Limited to Damage occasioned by or happening through or in consequence of an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

Computer Equipment

Any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not

Continued

Reason for Issue RENEWAL 2010

Schedule Dated

8th February 2010



INSURANCE

Authorised and regulated by  
the Financial Services Authority

**POLICY  
SCHEDULE**

**COMMERCIAL PROPERTY OWNERS  
Policy**

**Policy Number: PP04 021285850**

Insured AZELIN COURT RTM COMPANY LTD

The Extension shown below applies to your Policy.

**TERRORISM EXTENSION**

**Definitions**

**Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non genuine traffic between and amongst networks.

**Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the Insured or not.

**Territorial Limits**

Great Britain (Meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 not the Isle of Man nor the Channel Islands).

**Virus or Similar Mechanism**

Program code, Programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs.

**Nuclear Installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- a) the production or use of atomic energy
  - b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- Or
- c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

**Nuclear Reactors**

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

Reason for Issue RENEWAL 2010

Schedule Dated

8th February 2010

## Flats – Policy Summary

### keyfacts<sup>®</sup>

The insurance cover is underwritten by MMA Insurance plc, Norman Place, Reading, Berkshire, RG1 8DA.

The Flats product is designed to meet the demands and needs of the majority of flat owners who wish to ensure their interests are protected.

As standard, the policy will provide cover for:

- **Buildings**
- **Owners Liability to the public**
- **Alternative Accommodation/Loss of rent receivable**
- **Employers' Liability**  
(If you have employees whose duties relate specifically to the property which you are insuring, e.g. gardeners or general maintenance staff, you will need to acquire this cover to meet your legal requirements under the Employers' Liability (Compulsory Insurance) Act 1969.)

This Policy Summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

Your cover is valid for 12 months and is renewable annually.

## Significant features and benefits of the policy

The table below shows the benefits of this policy and the maximum amounts we will pay in the event of a claim.

DESCRIPTION	COVER
<p><b>Section 1A – Buildings</b> Accidental Loss, Destruction or Damage including: Removal of Debris Legal costs and expenses Architects and Surveyors fees Local Authorities/Statutory Regulations compliance costs</p>	
<p><b>Extensions</b></p> <ul style="list-style-type: none"> <li>• Day One Reinstatement</li> <li>• Contracting Purchaser</li> <li>• Mortgagee</li> <li>• Replacement of locks</li> <li>• Capital Additions</li>   <li>• Non-Invalidation</li> <li>• Trace and Access</li> <li>• Drain cleaning</li> <li>• Fire Extinguishing Appliances</li> <li>• Landscape Gardens</li> <li>• Metered Water Charged</li> <li>• Temporary Repairs</li> <li>• Unauthorised use of electricity gas or water</li> <li>• Communal Contents</li> </ul>	<p>25%</p> <p>£5,000 any one occurrence 10% of total sum insured on Buildings or £250,000 whichever is the less</p> <p>£5,000 any one occurrence £25,000 any one occurrence £5,000 any one occurrence £10,000 any one occurrence £2,500 any one occurrence</p> <p>£10,000 any one loss £15,000 limit</p>

# Flats – Policy Summary

## Significant features and benefits of the policy

DESCRIPTION	COVER
<p><b>Section 1B – Glass</b> Accidental Damage to all fixed glass in windows doors or fanlights at the premises, including the cost of any necessary boarding up pending replacement</p>	
<p><b>Section 1C – Owners' Liability to the Public</b> Liability in respect of any claim or number of claims arising from any one cause in respect of injury to any person other than an Employee or Damage to property other than property belonging to the Insured or in the custody or control of the Insured or any employee arising from the ownership of Insured buildings Including:</p> <ul style="list-style-type: none"> <li>• Indemnity to joint insured and employees</li> <li>• Solicitors fees</li> <li>• Legal costs and expenses</li> <li>• Loading or unloading a motor vehicle</li> <li>• Motor Vehicle contingency cover</li> <li>• Legal Liability incurred by the Insured under Section 3 of the Defective Premises Act 1972</li> </ul>	£5,000,000 limit
<p><b>Section 2 – Rent</b> Loss of rent resulting from accidental loss destruction or damage to insured buildings including:</p> <ul style="list-style-type: none"> <li>• Prevention of Access</li> <li>• Alternative Accommodation</li> </ul>	Limit 33.3% of the sum insured for Buildings
<p><b>Section 3 – Employers' Liability</b> Liability in respect of any claim or number of claims arising from any one cause in respect of Bodily Injury to any Employee of the Insured in connection with the Business including:</p> <ul style="list-style-type: none"> <li>• Indemnity to joint insured</li> <li>• Solicitors costs for representation at any coroner's inquest or fatal injury or Court of Summary Jurisdiction</li> <li>• Legal defence costs for criminal proceedings relating to Health and Safety at Work Act 1974</li> </ul>	£10,000,000 limit

# Flats – Policy Summary

## Significant and unusual exclusions or limitations of the policy

The table below shows exclusions that are contained in your policy and where they can be found. For full details of the exclusions, please refer to the policy document.

POLICY SECTION INFORMATION CAN BE FOUND IN	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	PAGE OF POLICY
Section 1A: Buildings	<ul style="list-style-type: none"> <li>• Damage to Buildings in the course of construction</li> <li>• Damage to blinds or signs not securely fixed to the Buildings</li> <li>• Damage to fences and gates caused by storm</li> <li>• Acts of Terrorism (unless specifically extended)</li> <li>• Damage caused by the use, removal, disposal, sale or storage of Asbestos</li> <li>• The first £100 of each and every loss or damage increasing to £1,000 in respect of subsidence, ground heave or landslip</li> </ul>	5
Section 1B: Glass	<ul style="list-style-type: none"> <li>• Damage caused by scratching or chipping</li> <li>• Damage to glass already cracked at the commencement of insurance of this section</li> <li>• The first £100 of each and every loss or damage</li> </ul>	6
Section 1C: Owners Liability to the Public	<ul style="list-style-type: none"> <li>• Products Liability</li> <li>• Liability of any amount in respect of liquidated damages, fines or penalties attributable solely due to contract</li> <li>• Injury or damage caused directly or indirectly from gradual pollution or contamination</li> <li>• Injury or Damage caused by the use, removal, disposal, sale or storage of Asbestos</li> </ul>	8
Section 2: Rent	<ul style="list-style-type: none"> <li>• Acts of Terrorism (unless specifically extended)</li> <li>• Damage caused by the use, removal, disposal, sale or storage of Asbestos</li> <li>• The first £100 of each and every loss or damage</li> </ul>	9
Section 3: Employers' Liability	<ul style="list-style-type: none"> <li>• Injury arising in connection with work on offshore installations</li> </ul>	10

# Flats – Policy Summary

## How to contact us to make a claim

Should you need to make a claim, our **Commercial Care Line** will manage all aspects of the claim for you from the time it is reported.

### Commercial Care Line

- Dedicated telephone number – **08708 44 44 47**
- Dedicated fax number – **029 2037 2015**
- In writing to – **Commercial Care Line, PO Box 471, Cardiff CF10 3WJ**

**Commercial Care Line** is operated **24 HOURS A DAY, 365 DAYS A YEAR** by staff trained in managing commercial claims. They can:

- Take the details of your claim over the phone, in most cases removing the need for completion of an incident report form.
- Help outside normal opening hours with practical advice and assistance.
- Arrange replacement of goods lost or stolen using the latest product information.
- Take control of the management of claims from start to finish.

## How to cancel your policy

You may cancel the policy, by giving a written instruction to us at any time.

You have a statutory right (under Financial Services Authority rules) to cancel your policy during a period of 14 days from the date of purchase of the contract.

If you exercise this right, you will be entitled to a refund of the premium paid subject to a deduction for the period for which you received cover, and a service charge of 10%.

To exercise your right to cancel, please contact Flats Direct at the address shown on your policy schedule.

## How to make a complaint

It is always our intention to provide a first class standard of service. If you do have any cause for complaint, please contact Flats Direct, Suite C10, Arena Business Centre, Nine Nimrod Way, Ferndown, Dorset, BH21 7SH.

Alternatively, you may telephone us on 0844 902 1000 or write to The Customer Services Director at the following address, quoting your policy or claim number: MMA Insurance plc, Norman Place, Reading RG1 8DA

If you still consider the matter unresolved you can write to the Chief Executive at MMA Insurance plc. You can also ask for your case to be reviewed by the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR (website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

There are a few instances where the FOS is not able to assist and you must have allowed MMA the opportunity to resolve your complaint before the FOS become involved.

## Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if we cannot meet our obligations.

This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN (website [www.fscs.org.uk](http://www.fscs.org.uk)).

Flats Direct

Suite C10, Arena Business Centre, 9 Nimrod Way, Ferndown, Dorset BH21 7SH

Telephone: 0800 7316242 (freephone) Fax: 01202 862661 [www.flatsdirect-uk.com](http://www.flatsdirect-uk.com)

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