



Your renewal schedule

Flats

Important information

- This document contains the schedule and is based on the information provided to us.
- The schedule and policy wording should be read together as they show the cover we are providing to you.

Indexation

- To protect you against under-insurance, your sums insured have been index-linked. Where the following sections of your policy are in force, the undernoted percentage increase has been applied.
 - Section 1 - 12.5%
- The revised amounts are shown in this schedule. Index-linking cannot take into account any additional buildings extensions or contents you have acquired 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.

Fair Presentation of Risk at Renewal

- The details contained in your renewal schedule are based on the information you have provided to us.
- 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.
- 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 us about it. Relevant information is something that could affect our decision to renew your policy or affect the terms of your policy.

What's enclosed

- Certificate of Employers' Liability Insurance

Your documents

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

continued on next page

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

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).

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.
- 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.

Change of details?

Please contact your insurance adviser if any of these details need to be changed.

Your schedule

Your details

The Insured	York Close Estate Management Co Ltd
Correspondence Address	11 Hanover Court York Close Horsham West Sussex


continued on next page

Your details *continued*

RH13 5PG

Business

Property Owner

 **Business** description is your business activity or trade.**Your Renewal Premium**

Premium	£33,967.60
Insurance Premium Tax at the current rate	£4,076.11
Total Amount Payable	£38,043.71

Your period of insurance

Effective Date	1 August 2023
Renewal Date	1 August 2024

Property insured**Premises**

Address Windsor Court
York Close
Horsham
West Sussex
RH13 5PH

Address Hanover Court
York Close
Horsham
West Sussex
RH13 5PG

Address Tudor House
York Close
Horsham
West Sussex
RH13 5PF

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Property insured *continued*

Address Stuart House
 York Close
 Horsham
 West Sussex
 RH13 5PQ

Description Flats

Item	Cover		Sum Insured
2	Section 1 - Buildings	✓ covered	£16,489,125
	Section 2 - Contents of Communal Parts (per block)	✓ covered	£20,000

Section 3 - Public Liability

Provides **Public liability** cover for your activities as a property owner as detailed within the policy wording and schedule.

Cover		Limit of Indemnity
Public Liability	✓ covered	£5,000,000

Section 4 - Employers Liability

Cover		Limit of Indemnity
Employers Liability	✓ covered	£10,000,000

Section 5 - Terrorism

Cover		
Terrorism	✗ not covered	<i>This section is not included in your policy</i>

Special clauses that apply to this policy

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

Number
1
2

continued on next page

Endorsements that apply to this policy

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

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

CD1 Cyber and Data Exclusion

The following is added to the Exclusions of this Policy

Cyber and Data

Section 3 of this Policy excludes all liability directly or indirectly caused by contributed to by resulting from or arising out of or in connection with

a) 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

b) 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.

This Exclusion shall not apply to claims

i) for Injury

ii) for physical damage to material property

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 Section Exclusion the following Definitions shall apply

Definitions

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

a) Any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System

b) 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

continued on next page

Endorsements that apply to this policy *continued*

CD1 that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

DE5 DISEASE EXCLUSION

This Exclusion applies to Section 1 - The Buildings and Section 2 - The Contents of the Communal Parts 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 applicable to 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 damage theft escape of water from any tank apparatus or pipe leakage of oil from any fixed domestic oil heating installation

Definitions

For the purposes of this Exclusion the following Definitions apply
Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

i) 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

ii) 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

iii) 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

Business interruption contingent business interruption or any other consequential losses

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Endorsements that apply to this policy *continued***NC5 LOSS OF RENT AND ALT ACCOM AND DENIAL OF ACCESS**

This endorsement deletes and replaces Extension e) Loss of Rent and Alternative Accommodation Expenses under Section 1 - The Buildings of this Policy from the effective date shown in the Schedule

e) Loss of Rent and Alternative Accommodation Expenses 2021

i) rent (including ground rent and management charges) You should pay or should have received but have lost

ii) the costs of reasonable alternative accommodation and temporary storage of Your furniture

iii) the cost of reasonable accommodation in kennels or catteries for Your dogs and cats

while

iv) Your Flat or Private Dwelling House is unfit to live in or

v) access to Your Block of Flats or Private Dwelling House is denied

as a result of Damage at Your Block of Flats or Private Dwelling House that is covered by this Policy but not

. any amount in excess of 20% of the Sum Insured

But in respect of each individual Flat or Private Dwelling House the payment made may be adjusted according to the percentage contribution made by each Flat or Private Dwelling House towards the total management charges and/ or ground rent of the Block of Flats or housing development

The following endorsement is added to Extensions under Section 1 - The Buildings

m) Denial of Access

if during the period of insurance Your Block of Flats or Private Dwelling House is not itself damaged but access is denied as a result of Damage by an Insured Peril to premises within a one mile radius from Your Block of Flats or Private Dwelling House We will pay for

i) rent (including ground rent and management charges) You should pay or should have received but have lost

ii) the costs of reasonable alternative accommodation and temporary storage of Your furniture

iii) the cost of reasonable accommodation in kennels or catteries for Your dogs and cats

Provided that

. these Insured Perils are insured under Section 1 - The Buildings in respect of Your Block of Flats or Private Dwelling House

' such loss results from the compulsory actions taken by police competent authority or any other statutory authority

But not:

. any loss that does not result in access being denied for at least 12 hours duration

. any amount in excess of £1,000,000 any one claim or in any one period of insurance

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Endorsements that apply to this policy *continued*

NC5 . for longer than 12 weeks duration from the date of Damage by the Insured Peril
 . where an incident occurs resulting in a claim under this Extension You cannot claim under e) Loss of Rent and Alternative Accommodation Expenses 2021 for the same incident
 The Special Clause Reinstatement of Sum Insured Clause does not apply to this Extension
 Definition
 For the purposes of this Extension the following Definition applies
 Insured Peril(s)
 Fire lightning explosion aircraft or other aerial devices or items dropped from them theft earthquake storm flood escape of water from any tank apparatus or pipe leakage of oil from any fixed domestic heating installation impact by any road vehicle or animal

X13 Excess Amendment Clause 2023

Under Exclusions 9 Excess Clause is restated as follows
 9 Excess Clause
 We shall not be liable under the Perils Insured shown below for the first amount of each and every loss as detailed below at each Premises after the application of any condition of Average
 Section 1 Perils Insured a) b) c) d) e) h) i) j) and k) £500
 Section 2 Perils Insured a) b) c) d) e) h) i) and j) £500
 Section 1 Peril Insured g) Section 2 Peril Insured g) £500
 Section 1 Peril Insured f) Section 2 Peril Insured f) £1500
 This endorsement does not apply if a higher amount is excluded within Your Policy or by way of endorsement in which case the higher amount excluded will apply

Y2K DATE RECOGNITION EXCLUSION CLAUSE

This Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000
 i) correctly to recognise any date as its true calendar date
 ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a

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Endorsements that apply to this policy *continued*

Y2K command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude in respect of Sections 1 (Buildings) & 2 (Contents) subsequent DAMAGE not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion labour and political disturbances and strikes malicious damage earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle train or animal provided such contingency is insured by the Section
This exclusion is not applicable to Section 4 (Employers Liability)

031 TREE INSPECTION AND PRUNING CLAUSE - SUBSIDENCE COVER

In accordance with Condition 2 of the Policy (Precautions) We require You to annually at Your own expense arrange for a Tree Surgeon or similar professional to
a) inspect trees to ensure that they do not affect the structure or drains and sewers at the Block of Flats
b) prune or pollard trees as appropriate

038 ACCIDENTAL DAMAGE COVER AMENDMENT CLAUSE

The following exclusion is deleted from Special Clauses 1 and 2
- accidental damage when the buildings or any part of them are lent or let

041 VEHICLE COVER AMENDMENT CLAUSE (7/94)

The following exclusion is added to Section 4 of the Policy
Vehicles
This Policy does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

060 FLATS COVER AMENDMENT CLAUSE (1997)

The following amendments are made to the Policy
SECTION ONE - BUILDING OF THE FLATS
A Extensions
The following extensions are added to Paragraph 3 - EXTENSIONS
(g) Trace and Access
the reasonable costs necessarily incurred by You in locating the source and subsequent making good of the Damage under paragraph 2 (g) and paragraph 3 (b)
WE WILL NOT PAY FOR

continued on next page

Endorsements that apply to this policy *continued*

- 060** . Any amount in excess of £5,000 in respect of any one Block of Flats
 . Any amount in excess of £25,000 in any one year of insurance
 This extension replaces the final paragraph of Extension (a) (Additional Expenses) which is cancelled
 (h) Theft of Keys
 the reasonable costs necessarily incurred in replacing external door locks at the Block of Flats and external door locks for individual Flats following the loss of keys by
 (i) theft from the Block of Flats individual Flats Registered Office or from the home of
 (ii) theft following hold-up whilst such keys are in the personal custody of
 You or any Employee authorised to hold such keys
 WE WILL NOT PAY FOR
 . Any amount in excess of £1,000 in respect of any one Block of Flats
 . Any amount in excess of £25,000 in any one year of insurance
 (i) Loss of Metered Water
 the unit cost of metered water at the current rate per cubic metre consumed as a direct result of Damage arising under paragraph 2 (g)
 WE WILL NOT PAY FOR
 . Any amount in excess of £5,000 in respect of any one claim
 B The limit under the following EXTENSION is increased
 (e) Damage to Landscaped Gardens
 WE WILL NOT PAY FOR
 . Any amount in excess of £25,000 in respect of any one claim
 SECTION TWO - CONTENTS OF COMMUNAL PARTS
 The Cover - paragraph 1 - Curios etc
 The Policy now excludes any one curio picture or other work of art valued in excess of £1,000 and not £500 as previously stated
 The Cover - paragraph 5 - Inflation Protection
 The reference to £10,000 in paragraph 5 is deleted and £20,000 substituted therefore

067 FLATS COVER AMENDMENT CLAUSE (1999)

The following amendments are made to the Policy

A DEFINITIONS

1 The following definition is added

Money

Cash bank or currency notes cheques personal bank cash guarantee and credit cards postal orders postage stamps which are not part of a collection trading stamps Premium

continued on next page

Endorsements that apply to this policy *continued*

- 067** Bonds National Savings stamps or certificates luncheon vouchers record book or similar tokens
- 2 The following definitions are deleted
- a) Unfurnished
b) Unoccupied
- B SECTION 1 - BUILDINGS OF THE FLATS**
- 1 Exclusion Deleted - Perils Insured and Extensions
The following exclusion is deleted from paragraphs 2 (c) (Malicious Damage) 2 (g) (Escape of Water) 2 (h) (Damage to Water Installations) 2 (i) (Theft) of the Perils Insured and 3 (d) of the Extensions (Breakage of Glass) -
- Damage when the Flat is Unoccupied or Unfurnished
- 2 Accidental Damage
Unless already stated as operative the cover provided by this Section extends to include Accidental Damage as defined in Special Clause 1 - Accidental Damage - The Building of the Flats
- 3 Unoccupied Flats
The following limitation is added
Unoccupied Flats
We will not pay for any claim arising under paragraphs 2 (c) (Malicious Damage) 2 (g) (Escape of Water) 2 (h) (Damage to Water Installations) 2 (i) (Theft) of the Perils Insured and 3 (d) of the Extensions (Breakage of Glass) if any Flat(s) is/are left without an occupant for more than 30 consecutive days unless
- 1) Either
- (a) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the water system (including the central heating system) is drained
or
- (b) during the months of April to September (inclusive) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the central heating system is put into effective operation for at least a minimum of 4 hours in every 24 hours with those services not necessary for its operation turned off/draind
- 2) The Flat(s) is/are visited and inspected internally and externally at least once during each week by You or on Your behalf
- 4 Extensions
The following Extensions are added
Unauthorised Occupation
If during the period of insurance unauthorised persons take possession keep possession or occupy the Block of Flats or

continued on next page

Endorsements that apply to this policy *continued*

067 Your Flat

We will pay

(i) the costs You incur in terminating such unauthorised use

(ii) the cost of metered electricity gas or water for which You are legally liable arising from such unauthorised use but not any amount

- in excess of £5,000 in respect of any one Flat

- in excess of £25,000 in aggregate in any one period of insurance

Please note this Extension does not apply to converted timber floored Blocks of Flats

Removal of Nests

The cost of removing wasps or bees nests from the Block of Flats but not

- any amount in excess of £250 in respect of any one claim

Tree Felling or Lopping

The cost of felling or lopping trees at the Block of Flats which are an immediate threat to the safety of life or property as a result of Damage by paragraphs (a)/(j) of the Perils Insured but not

- any amount in excess of £500 in respect of any one claim

- any amount in excess of £2,500 in any one period of insurance

C SECTION 2 - CONTENTS OF COMMUNAL PARTS

1 Money Exclusion

The Money exclusion under Paragraph 1 - What is Insured is amended to read

Money (other than Money covered in paragraph 3 - Extensions) bills of exchange and promissory notes securities or documents of any kind

2 Accidental Damage - Contents of Communal Parts

Unless already stated as operative cover provided by this Section extends to include Accidental Damage as defined in Special Clause 2 - Accidental Damage - Contents of Communal Parts

3 Extensions

The following Extensions are added

Money

Loss from any cause of Money held by members of the Management Committee of the Residents Association for the benefit of individual Flat owners

(i) whilst in any locked safe or locked drawer in any Flat forming part of the Block of Flats

(ii) whilst in transit within the Territorial Limits

upto a maximum amount of £1,000

but not loss

- arising from fraud or dishonesty unless such loss is

continued on next page

Endorsements that apply to this policy *continued*

067 discovered within 14 clear days of the occurrence

- from unattended vehicles
- due to accounting or clerical errors

Landlords Gardening Equipment

Damage by the Perils Insured to landlords gardening equipment whilst in any locked outbuilding at the Block of Flats but not

- theft when entry is not gained or exit made by forcible and violent means

- any amount in excess of £1,000

901 DEFINITION AMENDMENT CLAUSE

1 The definition "Territorial Limits" referred to in the Policy shall read as follows:-

anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore

2 The following Definition is added

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform



redefining / standards

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

- | | |
|--|--|
| 1. Name of policyholder | York Close Estate Management Co Ltd |
| 2. Date of commencement of insurance policy | 1 August 2023 |
| 3. Date of expiry of insurance policy | 31 July 2024 |

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 **(b)** Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**.

Signed on behalf of AXA Insurance UK plc

(Authorised Insurer)

Claudio Gienal
CEO AXA UK & Ireland

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, or 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.

