

# Your Aviva Property Owners Insurance - Renewal Schedule

Produced on 20/09/2021

This Schedule forms part of Your policy and replaces the previous Schedule(s)

This document records the information notified to Aviva and facts assumed about You, Your Business and Your Business partners and directors. This information has been taken into account when calculating the premium, terms and conditions upon which Your policy is based.

You must check all the information in this document and contact Your Insurance Adviser immediately if any details are incorrect or incomplete. You must also tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance. Failure to comply with the above may mean that Your policy is not valid or We may not be liable to pay all or some of Your claim(s).

<b>Policy number</b>	96RPI1056721	<b>Insured</b>	Fairway View Management Company Ltd
<b>Your cover starts on</b>	01/10/2021	<b>Expiry Date</b>	30/09/2022
<b>Annual premium (excluding Insurance Premium Tax)</b>	£ 1,167.09		
<b>Insurance Premium Tax</b>	£ 140.05		
<b>Total annual premium due</b>	£ 1,307.14		
<b>Insurance Adviser:</b>	Momentum Broker Solutions Ltd		

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## Contact Details for Claims and Help

### Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



### Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

#### **Claims Service: 0800 015 1498**

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

#### **Legal and Tax Helpline 0845 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and You pay for just the cost of the call.

#### **Risk Solutions Helpline 0845 366 6666**

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

#### **Counselling Service Helpline – 0117 934 0105**

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

#### **Website – [www.cutredtape.co.uk](http://www.cutredtape.co.uk)**

This is Aviva's free website offering many tools and resources to help You manage Your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

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## Document Information

This is the link to your 'Notice to Policyholder' document

<http://connect.avivab2b.co.uk/integrated/RPI/Combined/NTP/BCOPO15111022021/>

This is the link to your 'Policy Wording' document

<http://connect.avivab2b.co.uk/integrated/RPI/Combined/PolicyWording/BCOPO14489022021/>

This is the link to your 'Policy Summary' document

<http://broker.aviva.co.uk/integrated/PropertyOwners/PolicySummary/BCOPO14596092018/>

This is the link to your 'Important Information' document

<http://broker.aviva.co.uk/integrated/Standard/ImportantInfo/BCOAG14837042019/>

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## Cover Summary

Detailed below is a summary of the sums insured selected & the limits applying to each cover section; further details of the information you have provided, the cover included, Your obligations and the additional covers and limitations to the cover are included within the following pages & in your policy wording.

	<b>Buildings Declared Value</b>	<b>Buildings Sum Insured</b>	<b>Landlords Contents</b>	<b>Contents in Common Areas</b>	<b>Business Interruption Loss of Rent</b>
7,9,11,15,17,19,21&23 Fairway View, WF2 8UR	£1,260,533	£1,701,720	Not Selected	Not Selected	£503,542

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## Cover applying to all insured Properties

<b>Property Owners Liability</b>	£10,000,000	<b>Terrorism:</b>	In Force
<b>Property Owners Legal Protection</b>	£100,000		



### Summary of Your Obligations

For full information on the action you must take please refer to the Cover Sections in this document

#### Obligation Applies to

All sections

Property Damage

Business Interruption – Loss of Rent

Terrorism

Property Owners Legal Protection

#### Obligations Applying

Reasonable Precaution and Maintenance of Property and Claims Procedure

Unoccupied Premises

Claims Procedure and Specified Disease, Food Poisoning, Vermin, Pests and Defective Sanitation, Murder or Suicide

Terrorism Obligation

Property Protection and Residential Tenant Default

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## Your Business Details

<b>Business Name</b>	Fairway View Management Company Ltd	<b>Your Business</b>	Resident Association
<b>Your Contact Address</b>	C/o Fairway View, Wakefield, West Yorkshire, WF2 8UR	<b>Year Business Established</b>	2002

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## Information about Your business

- You are domiciled within the United Kingdom, Isle of Man or the Channel Islands
- All premises insured or to be insured are located within the United Kingdom, Isle of Man or the Channel Islands
- Your Business complies with the requirements of the Regulatory Reform (Fire Safety) Order 2005 or the equivalent legislation in Scotland and Northern Ireland
- In the last ten years Your Business has not been subject to an investigation by HM Revenue and Customs which has resulted in a prosecution
- Neither You nor any of Your directors or partners involved with Your Business have, whether in relation to Your Business or otherwise:
  - ever had a business insurance proposal declined, renewal refused, insurance cancelled or special terms applied
  - ever been convicted of or charged with (but not yet tried for) or given an Official Police Caution in respect of any criminal offence (other than a motoring offence) which is not spent under the Rehabilitation of Offenders Act
  - in the last ten years been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings or been disqualified from being a company director
  - in the last ten years been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree.

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## Claims History

You or Your directors or partners involved with Your Business have, whether in relation to Your Business or any other business;

not in the last 3 years made any claim under an insurance policy or had any loss or incident which could have resulted in a claim under any then existing insurance policy or in respect of the cover(s) now provided.



## Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

**For detail of any other alterations we have made to Your policy cover and/or any further Customer Obligations which must be complied with, please refer to the General Endorsements section.**

## Applicable to all Sections

### Reasonable Precaution and Maintenance of Property

You must take reasonable precautions to prevent

- (1) Damage to Your Property Insured by maintaining Your Premises and equipment (including data and programs), in a satisfactory state of repair and in full working order, ensuring that plant and machinery comply with any Statutory Regulations
- (2) accident or injury to any person or Damage to their property by complying with all legal requirements and safety regulations.

## Claims Procedure

- You must tell us immediately or at least within 7 days of becoming aware of any incident which may result in a claim.
- You must report to the police, as soon as reasonably possible, any damage arising from Theft, Arson, Malicious Damage, and within 7 days for Riot or Civil Commotion.
- You must provide us with all information of the loss, liability, destruction, damage, accident or injury, including the amount of the claim, and any communication from third parties.
- You must not;
  - admit or deny fault for
  - accept responsibility for
  - make any payments in respect of
  - negotiate or settleany claim without our prior written consent.
- You can with Our consent arrange for urgent repairs to be done immediately which are reasonable and necessary to secure the Property Insured.
- You must allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute, at Our own expense and for Our own benefit, any claim for cover or compensation against any other person. You must give us all information and assistance We require.

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## Cover Sections

### Property Damage

**Property 1** 7,9,11,15,17,19,21&23 Fairway View,  
Wakefield, West Yorkshire, United  
Kingdom, WF2 8UR

**Property Type** Flats (Purpose Built) **Occupancy Type** Leasehold

7,9,11,15,17,19,21&23 Fairway View, WF2 8UR

- is constructed of brick, stone or concrete and roofed with slate, tile, concrete, metal or asbestos.
- was built 2000
- is and will be maintained in a good state of repair.
- has not suffered from nor is showing any signs of damage by subsidence, landslip or ground heave
- is not situated over made up ground, or underground workings of any sort, or sited near a cliff
- is occupied for the sole purpose of Your Business and otherwise only as a private dwelling.
- is not unused, unfurnished or unoccupied
- or individual Units within the building are/is not or will not be sub-let.
- does not provide communal facilities to residents
- has 8 flats within the block

Insured Item	Declared Value	Day 1 Inflation	Sum Insured
<b>Buildings including Glass</b>	£1,260,533	35%	£1,701,720
<b>Landlords Contents</b>			£0

	Insured Events	Accidental Damage	Subsidence
<b>Basis of Cover</b>	✓	✓	✓
<b>Index Linking</b>	Applies		
<b>Section Excesses</b>	<b>Buildings</b> £250		<b>Subsidence</b> £1,000

The sums insured for this premises are shown above. In the event of a claim the most We will pay will be the Sum Insured uplifted by 20%.

Where the Declared Value is less than the cost of reinstatement of the Property Insured the most We will pay is 108% of the Declared Value uplifted by 20%

## Endorsements

The following list of Endorsements detail any cover alterations We have made to Your Policy which apply specifically to this Premises.

These changes can include, but are not limited to, changes in Excess, restriction of cover, alteration of cover, **and/or any further Customer Obligations which must be complied with to ensure Your cover remains in force.**

Please read these carefully to ensure You understand Your cover and take the appropriate action where required. **Failure to take required action on a Customer Obligation can invalidate Your cover.**

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### Customer Obligation - Rent Assistance

**Failure to comply with this Customer Obligation may result in You losing Your right to payment for any claim.**

You must ensure the following are met for any property occupied by any tenant in receipt of rent assistance from any government, local or public authority.

1. The tenancy is arranged under an Assured Shorthold, Short Assured Tenancy or Private Residential Tenancy agreement and is for a period of 6 months or more
2. Full vetting checks are carried out before the tenant occupies the property
3. The property owner has full control of who occupies the property
4. The property is not used in a rehabilitation programme
5. Cooking is only permitted in the kitchen.

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Any Endorsement(s) are subject otherwise to the terms and exceptions of the Policy.



## Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

### Unoccupied Premises

#### You must

- (1) carry out internal and external inspections of Your Premises at least every seven days and as soon as possible, repair or arrange to be repaired, any defects found
- (2) remove all waste, **unfixed** combustible materials and gas bottles, either within or outside the buildings, from Your Premises
- (3) securely lock **and close** all external doors and windows, and secure and seal all letter boxes and openings. However, where only a portion of a building is untenanted, this only applies to the untenanted portion of a building.
- (4) turn off all services (power, fuel and water) at the mains except where required to maintain Intruder Alarm, CCTV, fire detection system or sprinkler installation
- (5) tell us immediately if any building at Your Premises becomes Unoccupied

Where Your Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless We agree otherwise in writing.



## Property Damage Cover Extensions - Your Cover includes

Cover	Description	Limit	Limit Applies to:
<b>Loss of Rent or Alternative Accommodation</b>	Provides cover for Loss of Rent or the cost of Alternative Accommodation for you or your lessee if your residential property cannot be lived in following damage. Not a Business Interruption cover.	<b>20% of the Buildings Sums Insured</b>	Any one claim
<b>Changing Locks</b>	Changing locks at Your Premises following theft or attempted theft involving threat of violence	<b>£50,000</b>	Any One Claim
<b>Metered Services</b>	Charges you are liable for following Damage where accidental discharge of utilities occurs		
<b>Damage to Grounds</b>	Repairing landscaped gardens & grounds damaged by the emergency services		
<b>Finding Leaks</b>	The cost of locating a water or fuel leak, including costs to repair any Damage caused when locating the leak		
<b>Fire &amp; Security Equipment</b>	The cost to refill, reset or replace your fire & security protection equipment following Damage to Your Premises		
<b>Moveable Property</b>	Damage to Your Property in yards, car parks and other open areas at Your Premises		Total per period of insurance
<b>Temporary Removal</b>	Damage to your contents whilst away from Your Premises for cleaning, renovation or similar purposes	<b>10% of Contents Sum Insured</b>	Any one claim at any one location
		<b>90 days</b>	Maximum number of days removed
<b>Money</b>	Current coins, bank and currency notes in transit or in a bank night safe	<b>£2,000</b>	Any one claim
	Current coins, bank and currency notes in Your home or the home of any Employee, partner or director	<b>£500</b>	
	Crossed cheques, crossed postal orders, money orders, crossed bankers drafts	<b>£250,000</b>	
	Theft Damage to personal effects	<b>£250</b>	
<b>Assault</b>	Compensation for You or your employees injured following a theft or attempted theft in the course of the business	Varying limits please refer to your policy wording	Maximum payable
<b>Unauthorised Use of Metered Services</b>	Charges you are liable for where unauthorised use of utilities occurs	<b>£5,000</b>	Any one claim
<b>Tenants' Debris Removal</b>	The cost of removing your tenants' debris following Damage to Your Premises		
<b>Fly Tipping</b>	The cost of removing property illegally left in and around Your Premises		Total per period of insurance
<b>Insect Nest Removal</b>	The cost of removing the nests of wasp, bee or hornets and other insects harmful to humans from Your Premises	<b>£500</b>	Any one claim
<b>Tree Felling &amp; Lopping</b>	The cost of lopping or removal of trees which present an immediate threat to life or to the Insured Property		
<b>Capital Additions</b>	Damage to newly built or acquired Buildings, fixtures and fittings	<b>£1,000,000</b>	Any one claim at any one location
	Alterations to an insured Building	<b>£250,000</b>	
	Unoccupied Premises		

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## Business Interruption - Loss of Rent

Property Address	Maximum Indemnity Period	Rental Income
7,9,11,15,17,19,21&23 Fairway View, WF2 8UR	36 months	£503,542

The declared sum insured for Loss of Rent is stated above. In the event of a claim, the most We will pay will be 133.33% of the sum insured

Section Excess £0



### Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

### Claims Procedures

You must take reasonable action to minimise any interruption of, or interference with, Your Business, or to prevent or reduce the loss.

At Your expense, You must provide Us with:

- (1) a written claim and any details of other insurances which cover the Damage or resulting loss. This has to be provided within the 30 days following the end of the Indemnity Period, or any further time We may allow.
- (2) books, records and documents We require to assess Your claim.

If You fail to comply with this condition, any payments on account We have already made will have to be repaid by You.

### Specified Disease, Food Poisoning, Vermin, Pests and Defective Sanitation, Murder or Suicide

At Your Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

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### Business Interruption Cover Extensions - Your Cover Includes

#### Loss of Rent as a consequence of:

<b>Action by Police Government or Other Competent Authority</b>	(total per period of insurance)	Lower of £100,000 or 10% of Sum Insured
<b>Additional Gross Rentals</b>	(any one Premises)	£100,000
<b>Loss of Attraction</b>	(total per period of insurance) (Indemnity Period)	£50,000 3 months
<b>Prevention of Access</b>	(total per period of insurance)	£50,000
<b>Public Utilities (Damage)</b>	(any one claim)	£50,000
<b>Public Utilities (non Damage)</b>	(any one claim)	£50,000
	(total per period of insurance)	£100,000
<b>Specified Disease, Food Poisoning, Vermin, Pests and Defective Sanitation Murder or Suicide</b>	(total per period of insurance) (Indemnity Period)	£25,000 3 months

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## Terrorism

### Insured Item:

#### Your Premises

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.

***This does not include the territorial seas as defined by the Territorial Sea Act 1987, nor the Isle of Man or the Channel Islands.***

#### Your Property Insured

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.

#### Sums Insured/Cover Limits

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.

#### Excess

As detailed in the Property Damage or Business Interruption Sections where insured by this Policy.



#### Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

#### You must:

- declare to Us all property and/or premises which You own or are responsible for including all property and/or premises of subsidiary companies
- buy Terrorism insurance from a Pool Reinsurance Company Limited member company for all such property and/or premises

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## Employers' Liability

### Cover Not Selected

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## Property Owners Liability

**Cover Limit** £10,000,000

**Third Party Property Damage** £250

#### Excess:

#### Cover Extensions – Your Cover includes

Liability as a consequence of:

Data Protection	(total per Period of Insurance)	£1,000,000
Financial Loss	(total per Period of Insurance)	£500,000

#### Court Attendance

Up to £250 per day for Court Attendance by any Employee.

Up to £500 per day for Court Attendance by any director or partner.

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## Property Owners Legal Protection

### Your Business

- has not in the last 3 years taken over, been taken over by, or merged with any other business
- does not propose to take over any other business and there are no redundancies envisaged in the next 12 months.
- does not have any ongoing legal disputes with employees, or any other contractual disputes.
- Your residential premises or residential portions of Your premises are let under an assured tenancy, an assured shorthold tenancy or a short assured tenancy or You
  - are a resident landlord or
  - let the property to a limited company or partnership for residential purposes only or
  - are letting the property within Northern Ireland, the Isle of Man or the Channel Islands.

## Cover

Insured Item	Cover Limit	Insured Item	Cover Limit
1 Property Protection	£100,000	11 Legal Defence Disciplinary Hearings	£100,000
2 Residential Repossession	£100,000	12 Contract Disputes	£100,000
3 Residential Tenant Default	£25,000	13 Debt Recovery	£100,000
4 Commercial Lease Cover	£100,000	14 Tax Protection	£100,000
5 Legal Defence Criminal Prosecution	£100,000	15 Employment Disputes	£100,000
6 Legal Defence Data Protection	£100,000	16 Employment Compensation Awards (Cover Limit)	£100,000
7 Legal Defence Wrongful Arrest	£100,000	Employment Compensation Awards (aggregate limit)	£1,000,000
8 Legal Defence Employee Civil	£100,000	17 Service Occupancy	£100,000
9 Legal Defence Statutory Notice	£100,000	18 Bodily Injury	£100,000
10 Legal Defence Jury Service	£100,000	19 Statutory Licence Protection	£100,000



### Your Obligations – Action You Must Take

Please read the requirements below carefully, as You must follow them before We are liable to pay a claim. If You fail to follow them, You may lose Your right to payment of such claim.

## Property Protection

In respect of all Residential Premises or Residential Units (including units within Commercial properties) You must

- prior to the grant of the tenancy, prepare a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on check out of Your Premises
- conduct regular inspections of Your Premises (by reference to such inventory) at intervals of not less than every six months
- as soon as possible after a tenant has checked out or has otherwise vacated Your Premises, prepare a detailed Schedule of Dilapidations

The Premises subject to the dispute must be insured by this insurance policy

## Residential Tenant Default

### You must

- not allow an adult tenant into possession other than on the basis of an already completed written tenancy agreement duly signed by all parties
- ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the tenant prior to the grant of the tenancy
- prior to the grant of any tenancy, make all relevant and necessary searches to reveal County Court Judgements in the last five years against the proposed tenant by name
- not allow a tenant into possession with an unsatisfied County Court Judgement or Sherriff Court Decree or if they are an undischarged bankrupt
- not let The Premises as student accommodation
- prior to the grant of any tenancy obtain a minimum of three satisfactory references including one from the tenant's employer (unless retired), a financial reference (e.g. a bank), and one other referee. If any doubts as to the integrity or financial standing of the tenant are expressed in any reference or there is a lack of response to any enquiry, You should not proceed with letting. On the making of any claim You should be in a position to forward not only copies of the notices to Us but also copies of the letters requesting the same. You should not allow the tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in Your or the managing agent's bank account (or alternatively cash has been received.)
- ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings
- ensure that all statutory and/or pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice
- keep clear, up to date records
- ensure that where a tenant makes payment of arrears of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings. Where the tenant is a limited company, You must seek advice from Our 24 hour legal helpline, before any arrears are accepted
- ensure that any claim is submitted to Us within 90 days of the rent falling into arrears
- reply promptly to any request by us or the Appointed Representative for information and if requested by any of these parties to send the originals of any document
- send a letter threatening legal action within 45 days of rent falling into arrears