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26th June 2023

Dear Policyholders,

## **We've updated your Commercial Select policy**

**Policy number**            **080X8253289/N03**

**Policyholder**            **Knights Grove (North Baddesley) Management Company Limited**

Thank you for letting us know about the changes to your details. We've updated your policy and your amended documents are enclosed.

Please check the details carefully and keep your documents in a safe place.

### **Any questions?**

If you have any questions, or if you need to tell us about any other changes, please call us on 01962 881888 and we'll be happy to help.

Yours faithfully

J E Prewett, C D Mould & A L Tiley



## **Your Insurance Demands & Needs**

You require cover for your business activities of:

Property of owner of 4 blocks of flats, private road, and communal areas

These activities have an annual revenue of £2,000 and 1.0 employees (full time equivalent).

You have also told us the insurance needs important to you include:

- Cover your Public Liability for injury to members of the public on your premises
- Your buildings are covered against the risk of fire and storm damage

Based on these details and information you have provided as part of the fact find (shown in your Statement of Insurance) and in any subsequent correspondence, our recommendation is the Commercial Select Insurance policy from NFU Mutual.

This policy meets your requirements as summarised below and as set out in your Statement of Insurance and Policy Schedule. Your Policy Schedule includes further details about what is insured, the extent of cover and key limits under each section.

- **Property** - to cover your buildings and contents against the perils you have chosen.
- **Money & Malicious Attack** - to cover loss of money belonging to your business and injury to you or your employees from a violent assault during a theft.
- **Terrorism** - to cover damage resulting from an act of terrorism. Applies to specified items.
- **Employers' Liability** - to cover injury to your employees for which you are legally liable in the course of their employment. This cover is a legal requirement for all businesses that have employees who are not immediate family members. This includes friends or volunteers helping out on a temporary basis and labour only sub contractors. For limited companies it is a legal requirement unless the business consists of just one director with at least 50% shareholding and no one else who could be deemed to be carrying out the duties of an employee.
- **Public and Product Liability** - to cover your legal liability for injury to the public or damage to their property arising from your business activities or from products you sell, manufacture or supply.
- **Environmental Liability** - to cover your legal liability for injury or damage from pollution, biodiversity damage or environmental damage in connection with your business. This cover is excluded for certain businesses - please check your policy booklet for details.
- **Commercial Legal Expenses** - to cover your legal costs and expenses incurred in pursuing or defending incidents in connection with your business. This includes problems with employees, disputes with suppliers or tax enquiries. You need to contact the DAS Legal Expenses helpline as soon as you are aware of a potential claim. Any costs or expenses incurred before written acceptance of the claim will be excluded. For civil claims to be proceeded with there must be a reasonable prospect of success (assessed as at least 51%).

## **Coronavirus, Pandemics & Epidemics**

- Whilst recommending this policy, we would like to highlight that the policy contains a General Exclusion that excludes any losses, liability, damage or claims arising directly or indirectly from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation thereof, as defined in the General Exclusions section of your policy wording. This exclusion applies to all covers apart from: Terrorism, Employer's Liability, Public and Product Liability & Commercial Legal Expenses.
- More specific terms for pandemics or epidemics involving an infectious disease in humans or coronavirus may be applied to your Public & Product Liability cover. These will be shown on your Policy Schedule.

Our standard policy terms, conditions and exclusions also apply.



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Contact number: 01962 881888

## Commercial Select Insurance Schedule

<b>Policyholder</b>	Knights Grove (North Baddesley) Management Company Limited
<b>Policy number</b>	080X8253289/N03
<b>Date of issue</b>	26 June 2023
<b>Period of insurance</b>	31 May 2023 to noon 31 May 2024
<b>Effective date of amendment</b>	16 June 2023

### ① Important Information

All policies with the original inception dates on or after 1 January 1999 and renewals or reissues of those policies contain a Charitable Assignment condition.

***This schedule, any certificates of compulsory insurance and policy booklet are to be read together as one contract.***

***All endorsements that apply to your policy are detailed at the end of this schedule.***

### Reason for issue: Mid Term Alteration

This schedule replaces your previous schedule.  
Reduce contents

Your Premium	Premium Breakdown
Insurance Premium	-£150.55
Mutual Bonus	£12.80
Insurance Premium Tax (at the current rate)	-£16.56
<b>Total Return Premium</b>	<b>-£154.31</b>

### Policy Endorsements

Endorsement 1 - Long Term Undertaking

### Business description

Property of owner of 4 blocks of flats, private road, and communal areas

### Premises address

29, 31, 33, 35, 37 and 39 Borden Way, North Baddesley, Southampton, SO52 9PD

### Property at 29, 31, 33, 35, 37 and 39 Borden Way

#### BUILDINGS

##### Block of 6 flats

Covered for the following perils

Fire, Aircraft, Explosion, Storm and Flood, Earthquake,  
Escape of Water, Impact, Riot and Malicious Persons, Theft,  
Accidental Damage, Subsidence

Basis of cover

Day One Reinstatement

Sum insured #

£1,422,366

Declared value

£1,236,840

**Balancing Pond used for drainage. Brick built**

**Property at 29, 31, 33, 35, 37 and 39 Borden Way**

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day One Reinstatement
Sum insured #	£32,326
Declared value	£28,110

**CONTENTS****Landlords contents**

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage
Basis of cover	Day One Reinstatement
Sum insured #	£11,500
Declared value	£10,000
Location	This premises only

**ASBESTOS REMOVAL £50,000**

# This amount includes an allowance for inflation during the period of insurance.

**Excesses for Property at 29, 31, 33, 35, 37 and 39 Borden Way**

Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

**Money and Malicious Attack****Money**

Unauthorised use of credit cards	£10,000
In transit or in a bank night safe	£5,000
In your premises during business hours	£5,000
In locked safe in your premises outside business hours	£5,000
In gaming, amusement or vending machines	£250
In other circumstances	£500
Monetary documents	£250,000

**Malicious Attack**

Death	£10,000
Loss of limbs, sight, speech or hearing	£10,000
Permanent total disability	£10,000
Temporary total disability	£100 per week for a maximum of 104 weeks
Temporary partial disability	£50 per week for a maximum of 104 weeks
Damage to personal effects	£500 per person

**Endorsements for Money, Malicious Attack and Property at 29, 31, 33, 35, 37 and 39 Borden Way**

Endorsement 2 - Property Owners - Property cover enhancements

**Terrorism for Property at 29, 31, 33, 35, 37 and 39 Borden Way**

Terrorism insured

**Premises address**

1-12 Chilcott Court, North Baddesley, Southampton, SO52 9PS

**Property at 1-12 Chilcott Court****BUILDINGS****Block of 12 flats**

**Property at 1-12 Chilcott Court**

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day One Reinstatement
Sum insured #	£2,456,814
Declared value	£2,136,360

**CONTENTS****Landords contents**

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage
Basis of cover	Day One Reinstatement
Sum insured #	£11,500
Declared value	£10,000
Location	This premises only

**ASBESTOS REMOVAL £50,000**

# This amount includes an allowance for inflation during the period of insurance.

**Excesses for Property at 1-12 Chilcott Court**

Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

**Endorsements for Property at 1-12 Chilcott Court**

Endorsement 2 - Property Owners - Property cover enhancements

**Terrorism for Property at 1-12 Chilcott Court**

Terrorism insured

**Premises address**

1-6 Harris Way, North Baddesley, Southampton, SO52 9PA

**Property at 1-6 Harris Way****BUILDINGS****Block of 6 flats**

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day One Reinstatement
Sum insured #	£1,357,713
Declared value	£1,180,620

**CONTENTS****Landlords contents**

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage
Basis of cover	Day One Reinstatement
Sum insured #	£11,500
Declared value	£10,000
Location	This premises only

**ASBESTOS REMOVAL £50,000**

**Property at 1-6 Harris Way**

# This amount includes an allowance for inflation during the period of insurance.

**Excesses for Property at 1-6 Harris Way**

Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

**Endorsements for Property at 1-6 Harris Way**

Endorsement 2 - Property Owners - Property cover enhancements

**Terrorism for Property at 1-6 Harris Way**

Terrorism insured

**Premises address**

Flats 3 and 4 Fulford Road, North Baddesley, Southampton, SO52 9PR

**Property at Flats 3 and 4 Fulford Road****BUILDINGS****Block of 2 flats and 5 garages**

Covered for the following perils

Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence

Basis of cover

Day One Reinstatement

Sum insured #

£413,779

Declared value

£359,808

**CONTENTS****Landlords contents**

Covered for the following perils

Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage

Basis of cover

Day One Reinstatement

Sum insured #

£11,500

Declared value

£10,000

Location

This premises only

**ASBESTOS REMOVAL****£50,000**

# This amount includes an allowance for inflation during the period of insurance.

**Excesses for Property at Flats 3 and 4 Fulford Road**

Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

**Endorsements for Property at Flats 3 and 4 Fulford Road**

Endorsement 2 - Property Owners - Property cover enhancements

**Terrorism for Property at Flats 3 and 4 Fulford Road**



**Terrorism for Property at Flats 3 and 4 Fulford Road**

Terrorism insured

**Liability****EMPLOYERS' LIABILITY**

Limit of indemnity £10,000,000 any one incident

**PUBLIC AND PRODUCT LIABILITY**

Public Liability limit of indemnity £2,500,000 any one incident

Product Liability limit of indemnity £2,500,000 in total for any one period of insurance

**ENVIRONMENTAL LIABILITY**

Limit of indemnity £1,000,000 in total for any one period of insurance

Retroactive date 31 May 2022

**Liability Excesses****PUBLIC AND PRODUCT LIABILITY**

Property damage £250

**ENVIRONMENTAL LIABILITY**

Environmental Liability £500

**Legal Expenses****Commercial Legal Expenses**

Limit of indemnity £250,000

Cover

Employment Disputes and Compensation Awards

Legal Defence

Statutory Licence Appeal

Contract Disputes

Debt Recovery

Property Protection

Public Rights of Way

Bodily Injury

Tax Protection

**Excesses for Legal Expenses****Commercial Legal Expenses**

Contract disputes above £5,000 £500

**Warranties**

The warranties in your policy booklet and those applied by endorsement are particularly important. They state standards you must meet and actions you must take. If you fail to keep to them, and this causes or contributes to an insured loss, you may lose your right to payments for that claim.

You should check the warranties whenever you make a change to your property or to your business procedures.

Full details of each warranty can be found in your policy booklet.

**PROPERTY**

**Security Protections** - actions you must take to keep premises secure.

**Trade Waste** - actions to take to manage and remove waste materials.

**Fire Extinguishing Appliances & Fire Break Doors & Shutters** - actions to take to ensure equipment is in working order.

**Deterioration of Stock** - actions to complete regular statutory inspections and maintenance agreement required to inspect and maintain freezing and refrigeration equipment more than 5 years old at least once every 13 months.

**MONEY & MALICIOUS ATTACK**

**Security & Record Keeping** - actions to take to keep premises secure, keep records of money and monetary documents and secure money in transit.

## Warranties

### PUBLIC AND PRODUCT LIABILITY

**Underground Services** - actions to take before any digging, drilling, boring, earth moving or excavation work to protect underground pipes, cables and other services.

**Use of Heat** - actions and precautions to take when using any type of equipment to do work applying heat.

## Endorsements

### Endorsement 1:

#### Long Term Undertaking

The net premium (before the application of any tax) of all sections of this policy has been discounted by 15% (except for Engineering Inspection, Hail, Loss of Animal, Legal Expenses, Terrorism, Motor Trade Road Risks and all Liability sections, where in force and any section subject to a minimum premium) in return for YOU having undertaken to offer to renew the insurance annually for a period of 5 years until renewal of your policy in 2027.

YOU may withdraw from this undertaking at any renewal date, if WE increase the premium rate or otherwise apply terms which restrict the cover or are more severe than the terms applying previously.

YOU can reduce the amount of any insurance to reflect any reduction of value or business activity.

WE are not under any obligation to renew the insurance.

Payment of the premium due will be deemed acceptance by YOU of this endorsement.

### Endorsement 2:

#### Property Owners - Property cover enhancements

The Cover Extensions for Property are enhanced in connection with your Property Owners business. Details appear at the end of the Insurance Schedule.

## Property Owners - Property cover enhancements

### INCREASED COVER LIMITS

The following Property Cover Extensions have higher limits than those shown in your policy booklet. The higher limits only apply in connection with your Property Owners business.

#### Alterations and Additions

The most WE will pay for any one loss is 15% of the total of the sum insured shown on YOUR schedule, subject to a maximum overall limit of £500,000 for any one loss and not 10% as stated in the Cover Extension in YOUR policy. This is in addition to the sum insured.

#### Theft of Keys

The most WE will pay for any one loss is £5,000 and not £2,500 as stated in the Cover Extension in YOUR policy.

#### Trace and Access

The most WE will pay for any one loss is £25,000 and not £5,000 as stated in the Cover Extension in YOUR policy.

### REPLACEMENT COVER EXTENSION

The following Property Cover Extension replaces the 'Loss of Metered Water' extension in your policy booklet. It has the same terms as 'Loss of Metered Water' but is extended to electricity, gas and oil. This only applies in connection with your Property Owners business.

#### Loss of Metered Supplies

If metered supplies are lost as a direct result of DAMAGE to any fixed water, electricity, gas or oil utility pipe, apparatus and/or tank insured by this section WE will pay the additional charges imposed on YOU by the utility provider for such loss.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

### ADDITIONAL COVER EXTENSIONS

The following Property Cover Extensions are in addition to those shown in your policy booklet. These cover extensions only apply in connection with your Property Owners business.

#### Alternative Accommodation

WE will pay reasonable additional costs to provide alternative accommodation for the period that the residential portion of the BUILDINGS is uninhabitable, following DAMAGE insured by this section.

The most WE will pay for any one loss is 20% of the BUILDINGS sum insured or £1,000,000 whichever is the lesser. This is in addition to the sum insured.

## Property Owners - Property cover enhancements

### Contractors' Interests

Where YOU are required to effect insurance on the PROPERTY Insured in joint names of YOU and the contractor under the terms of a contract condition then the interest of the contractor in the PROPERTY Insured as joint Policyholder is hereby noted and YOU must provide US with details of any single contract valued in excess of £50,000 prior to work commencing and pay an additional premium if required.

### Contract Works

Where YOU have entered into a contract or agreement for the extension, alteration or refurbishment of any of the PREMISES, the insurance by each Item on BUILDINGS is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and WE will note the interest of the contractor and sub-contractor as specified in the contract where such interests are required provided that YOU:

1. give US prior notification of any contract with a contract price in excess of £50,000 including details of the:
  - a) nature of the works to be carried out;
  - b) contract conditions;
  - c) contract period;
  - d) contract price.
2. pay US the additional premium required in respect of each individual contract to which this clause applies.

We will not indemnify YOU:

1. where a more specific insurance policy is in force;
2. in respect of each separate contract for the first £500 in respect of Theft, Riot or Malicious Persons.

For the purposes of this clause, contract works include temporary or permanent works completed or to be completed by or on behalf of YOU at the PREMISES.

This is in addition to the sum insured.

### Debris Removal of Tenants' Contents

WE will pay the necessary and reasonable debris removal costs following DAMAGE arising from an INSURED PERIL to PROPERTY comprising tenants contents provided that they are not otherwise insured.

WE will not pay for costs incurred in removing debris other than from the PREMISES and the area immediately adjacent.

The most WE will pay for any one loss is £5,000. This is in addition to the sum insured.

### Environmental Clause

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is necessarily and reasonably incurred following DAMAGE to improve energy efficiency of the BUILDINGS.

WE will not pay for:

1. The additional costs incurred solely to comply with the minimum requirements of any European Union legislation, Act of Parliament or bye-laws of any public authority;
2. Any additional costs for work YOU had already planned to be carried out prior to the DAMAGE;
3. Any additional costs for replacing undamaged PROPERTY;
4. Any BUILDINGS or portion of BUILDINGS which are UNOCCUPIED;
5. YOU electing not to rebuild or repair the BUILDINGS.

The most WE will pay for any one loss is:

1. An additional 5% of the amount WE have paid or agreed to pay in respect of the claim for DAMAGE to the BUILDINGS or;
  2. £2,500;
- whichever is the lower amount.

### Occupation by Squatters

WE will pay for:

1. legal costs incurred in repossession with OUR prior consent; and
2. necessary and reasonable costs of comparable alternative accommodation if a BUILDING is occupied by squatters.

The most WE will pay in any one PERIOD OF INSURANCE is £2,500. This in addition to the sum insured.

### Omissions

WE will pay for DAMAGE to BUILDINGS within the GEOGRAPHICAL LIMITS arising from an INSURED PERIL which have been inadvertently omitted from this insurance. YOU are required to tell US as soon as YOU become aware of the omission and increase YOUR insurance with US.

The most WE will pay is £500,000 for any one loss. This is in addition to the sum insured.

## Property Owners - Property cover enhancements

### Removal of Nests

WE will pay for the nests of rats, mice, cockroaches, wasps and bees within the PREMISES to be removed.

The most WE will pay in any one PERIOD OF INSURANCE is £2,000. This is in addition to the sum insured.

### Removal of Trees

WE will pay for trees or branches to be removed if WE consider they are a threat to human life or are likely to cause DAMAGE to a BUILDING.

The most WE will pay during the PERIOD OF INSURANCE is £2,500. This is in addition to the sum insured.

### Subrogation Waiver

WE agree to waive rights against any tenant, to which YOU may be entitled by subrogation, in respect of DAMAGE to any BUILDING occupied by them unless the DAMAGE arises from a fraudulent, criminal or malicious act of the tenant.

### Temporary Storage Costs

WE will pay necessary and reasonable costs to temporarily store YOUR CONTENTS, following DAMAGE to YOUR BUILDINGS.

The most WE will pay for any one loss is £5,000.

### Waiver of Underinsurance

The Underinsurance Special Condition is deleted for BUILDINGS where YOU:

1. have obtained a valuation of the BUILDINGS that has been calculated as the cost of reinstating the BUILDINGS DECLARED VALUE from a Royal Institute of Chartered Surveyors professional or such other person agreed by US within five years prior to the date of the DAMAGE; and
2. have adjusted the DECLARED VALUE in line with the valuation; and
3. have made annual adjustments of the DECLARED VALUE based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or alternative index as may be agreed by US.