

## Summary of Cover – Commercial Shops and Community Facilities

<b>Policy Number</b>	21/RSL/10325A	<b>Policy Wording</b>	Z0009 (05/18) Aviva
<b>Identity of Insurer</b>	Aviva Insurance Limited	<b>Produced by</b>	Arthur J. Gallagher Insurance Brokers Limited
<b>Property Insured</b>	Any residential property or commercial property which has been declared to us and which we have accepted.		
<b>Address of Risk</b>	22 Edinburgh Road Unit 1, Portsmouth, Hampshire, PO1 1DH		
<b>Insured</b>	Vivid Housing Limited and Vivid Plus Limited and Mitre Court (Fareham) Management Limited and Vivid Build Limited and Vestal Developments Limited		
<b>Period of Insurance</b>	<b>From</b>	1 July 2021	<b>To</b> 30 June 2022
<b>Interested Party</b>	A general notice of interest applies		
<b>Nature of Interest</b>	A general notice of interest applies		
<b>Notice of Interest</b>	The interest of the owners leaseholders mortgagees or other interested parties including those as detailed above in each individual property insured by this Policy is noted and extent of such interest to be disclosed in the event of loss.		
<b>Sum Insured</b>	Buildings	Full Rebuilding Costs subject to a maximum of £10,000,000 any one building	Landlords Contents/ Contents of Common Parts
			Landlord only

Please note that this is merely an overview of the cover afforded. Please refer to the schedule, endorsements and policy wording for full terms, conditions and exclusions.

### Asset Protection - Property Damage Cover

Cover for damage to the Premises including buildings and Landlord's Contents/Contents of Common Parts on an "All Risks" basis including, but not restricted to:

1. Fire, Lightning, Explosion
2. Aircraft or articles dropped from them
3. Riot, Civil Commotion, Strikers or Malicious Persons (other than thieves)
4. Earthquake
5. Storm or Flood
6. Escape of Water from any tank, apparatus of pipe
7. Escape of Fuel from any fixed oil heating installation
8. Falling Trees
9. Impact
10. Theft
11. Subsidence

## 12. Accidental Damage

"All Risks" provides cover for all Damage to the Property Insured (subject to any Excess stated in the schedule) occurring during the currency of the policy unless specifically excluded in the policy wording.

Damage as a result of terrorism is operative.

The Premises: Buildings including fixtures and fittings, Landlord's Contents, Interior decorations, Contents of Common Parts telecommunications aerials, aerial fittings and masts, fixed signs, satellite dishes, walls, patios, terraces, gates, fences, hedges, yards, canopies, solar heating panels, fixed signs, hoardings, paths, drives, car parks, roads, pavements, outbuildings, garages, greenhouses, sheds, ornaments, statues, fountains, cesspits, septic tanks, oil tanks, drains, underground pipes, gas and water mains, cables and wires, piping, ducting, electrical installations, meters, lifts, boilers, central heating plant, CCTV systems, external lighting, fixed floor coverings baths, bath panels, washbasins, pedestal sinks, splash backs, shower trays and sanitary ware contained in any part of the Premises occupied as an individual private dwelling or flat.

### Key exclusions are:

1. The first £250 of each and every material damage loss excluding subsidence.
2. The first £1,000 of each and every material damage loss for subsidence.
3. The first £250 of each and every loss in respect of property owners liability damage claims.
4. The first £250 of each and every loss in respect of property owners liability injury claims.
5. The excess will apply per occurrence, building or per unit as specified in the policy document.
6. Damage caused by an existing or hidden defect, gradual deterioration or wear and tear, frost or change in water table level, faulty design or faulty materials used in construction and faulty workmanship.
7. Damage caused by or consisting of corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus, change in temperature, colour, flavour, texture of finish.
8. Loss or damage to fences and gates by storm or flood is limited to indemnity. 10% of the replacement cost will be deducted from each claim for each year of age of the damaged items.
9. Damage more specifically insured by you on your behalf.
10. Damage by pressure waves from aircraft or aerial devices.
11. Damage caused by or consisting of acts of fraud or dishonesty, as a result of disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
12. In respect of subsidence we will only indemnify you in respect of Damage to forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios, walls, gates, hedges or fences if such property is specifically insured by this Section and if Damage also occurs to the building to which such property applies and that building is insured by this Section.
13. We will not indemnify you in respect of Damage caused by collapse or cracking, shrinking or settlement of any building, coastal or river erosion, defective design or inadequate construction of foundations, demolition, structural alteration or repair, settlement or movement of made up ground and damage as a result of movement of solid floor slabs.

### Key extensions included are:

1. Index Linking - The sums insured are adjusted on a daily basis according to the General Building Cost Index.
2. Changing Locks - The cost of replacing locks or keys up to £5,000.
3. Contractors' Interest - The Insurer agrees to note the interest of any contractor or sub-contractor provided that any contracts valued at £500,000 or above are advised to the Insurer prior to the commencement of work.
4. Damage to Grounds - Damage to landscaped grounds as a consequence of damage to the Property Insured up to a maximum amount of £25,000 for any one claim.
5. Drains - Reasonable costs following Damage to the property insured in cleaning and/or clearing drains, gutters and sewers.
6. European Union and Public Authorities – Undamaged Property - Subject to the sums insured being adequate, the Insurer agrees to pay the additional cost of reinstating the Property Insured following Damage, including any undamaged portions, necessary to comply with European Union legislation, Act of Parliament or Bye-Laws of any public authority.
7. Loss of Metered Utilities - Loss of metered water, gas, electricity or oil charges up to a limit of £25,000 for any one claim.



8. Loss of Rent and Alternative Accommodation - The cost of providing loss of rent, or alternative accommodation for residential portions of the premises, up to 25% of the Sum Insured of the building damaged.
9. Risk Protections Equipment Replacement Costs - Reasonable costs for the refilling or replacement of portable fire extinguishing appliances, fire suppression systems and sprinkler installations up to a limit of £25,000 for any one claim.
10. Trace and Access - Costs incurred in tracing the source of damage to any water tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation up to a maximum amount of £50,000 for any one claim.
11. Cover is not subject to the average clause.

**Key Conditions included are;**

1. Asset Protection Property Damage – Long Term Unoccupied Definition– any Building or an individual unit in a Building that has been untenanted for a period exceeding 365 days and/or is either empty, void, vacant or disused and is awaiting redevelopment and/or demolition.
2. Defined Contingencies for Long Term Unoccupied – contingencies shall be Fire, Lightning, Explosion, Aircraft and other Aerial Devices, Earthquake.
3. Defined Contingencies for Long Term Unoccupied – excess for any loss is £1,000 or as detailed in the policy schedule, whichever is greater.
4. Long Term Unoccupied Basis of Claims Settlement - Indemnity only.
5. Long Term Unoccupied Buildings Awaiting Demolition and Redevelopment – cover is restricted to removal of debris, dismantling or demolishing, shoring up or propping of the part of the property which have suffered Damage.
6. Long Term Unoccupied Premises Condition – You must carry out internal and external inspections of the Building at least every 7 days and maintain a weekly log of such inspections, repair any damage or defects, remove all combustible items, securely lock all external doors, secure all windows, seal all letterboxes, turn off all utility supplies (and wherever possible chain and padlock the isolation valves), drain all water and fuel supply tanks
7. Long Term Unoccupied Premises Condition – where Buildings are protected by either an Intruder Alarm, CCTV, Fire Detection system or sprinkler installation, You must provide sufficient power and water supplies for their effective operation. You must advise the Insurer immediately if the Buildings are to be occupied by contractors for renovation, alteration or conversion purposes.

**Legal Liabilities – Property Owner’s Liability Cover**

Provides cover in respect of all sums which The Insured becomes legally liable to pay as Compensation to third parties, as well as legal expenses and defence costs as a result of accidental

1. Personal Injury
2. Damage to Property
3. Obstruction, Trespass, Nuisance or Interference with any right of way, air, light or water.

arising from Buildings Defects.

The maximum we will pay is £2,000,000 or as shown in the schedule.

**Extensions included are:**

1. Defective Premises Act 1972 - Legal liability under the above Act of Parliament arising out of any premises or land disposed of by the Insured previously occupied for the purposes of The Business.
2. Payment for Court Attendance - Compensation for each day of attendance Director or partner £500 per day and Employee £250 per day
3. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

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**This is a summary of cover only - for full terms, conditions and exclusions please see the schedule, endorsements and policy wording.**



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**In the event of a claim or to obtain a copy of the schedule, endorsements and policy wording please contact  
Arthur J. Gallagher Insurance Brokers Limited, 27 - 30 Railway Street, Chelmsford, Essex CM1 1QS.  
Telephone 01245 341251.**