

19217

AXA Insurance UK plc PO Box 7061 WILLENHALL WV1 9ZQ

Ross-Gower Limited 141-142 Fenchurch Street London EC3M 6BL

Agency: LP 6521897

Form No....: PR912J

Underwriter...:

Date of Issue..: 19/05/16 Effective Date .: 21/05/16

Renewal Date...: 21/05/17

Replaces Policy: VE682698

SCHEDULE: Property Investors Protection

Policy No.: LP PPP 960394

Insured...: Abbee Ltd

Christo & Co. 66-70 Parkway London NW1 7AH

Business..: Property Owners

Insurance Premium: £4151.72 Insurance Premium Tax: £394.41

Total Amount Payable: £4546.13

INSURANCE PREMIUM TAX (IPT): This has been charged at the current rate

Reason for Issue: Renewal

If Employers Liability cover is included please provide Insured's Employer Reference Number (ERN). Please also provide an ERN for each subsidiary included on the policy.

IMPORTANT NOTICE TO POLICYHOLDERS: As a result of Terrorism changes introduced by Pool Re, we have updated some of the definitions and exclusions in your policy wording. From your renewal date, your policy schedule will show the new definitions and exclusions as endorsements. WHAT'S CHANGED

Please refer to the new ELECTRONIC RISKS EXCLUSION, WAR RISKS EXCLUSION and TERRORISM EXCLUSION endorsements in your policy

IF YOU HAVE TERRORISM COVER

Your schedule will show if you have purchased Terrorism cover under your policy. We have also updated the definitions and exclusions within your Terrorism section. From your renewal date your policy schedule will show the new definitions and exclusions as an endorsement. Please refer to the new TERRORISM SECTION endorsement in

These endorsements should be read alongside your policy wording and you should check them carefully. If you have any questions you should contact your insurance advisor.



#### INDEXATION

To protect you against under-insurance, your sums insured under Section 1 (Buildings) have been index-linked and the undernoted percentage increase has been applied

Section 1

1.8%

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.

# DISCLOSURE OF MATERIAL FACTS

Please ensure that you disclose any material facts which have changed since you took out your policy or which have changed since last renewal. Material facts are those which might influence our decision as to whether to renew your policy or impose special terms. If you are in doubt as to whether a fact is material, please let us know the details - failure to do so could invalidate the insurance.

### Property Insured

Item	Description	Buildings* Sum Insured	Sum Insured	Income* Indemnity
	Premises-59/61 Camden High S	f Street, Camden Town, London	£ NW1 7JL	Period
1	Saleshop(s) as defined in Endorsement 00	DA 2061450 8 (1527000)	528000	36 months
2	Landlords Contents	16000	-	

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation is detailed in the PROPERTY INVESTORS PROTECTION PLAN - POLICY

# Endorsements applicable to these premises

# 007 RENTAL INCOME AVERAGE

The reference to 300% in proviso (ii) of the paragraph headed INDEMNITY in Section 2 is deleted and replaced by 500%.

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#### PREMISES DESCRIPTION CLAUSE

The description of the premises is

Ground Floor, 59 Camden HS- Occupied as a high class beauty therapy and massage unit.

Ground Floor, 61 Camden HS- Occupied as as shop/office used by the Money shop.

First and second Floors- Four self contained flats all let.

Special Clauses applicable (As detailed in your policy) to all premises

## Endorsements applicable to all premises

## BI1 MURDER SUICIDE OR DISEASE COVER AMENDMENT CLAUSE (2007)

This cover amendment clause replaces any existing Murder Suicide or Disease Clause applicable to the Policy from the Effective Date shown in the Schedule

Applicable to Section 2 - the Murder Suicide or Disease Clause is restated as follows:-

The Company shall indemnify the Insured in respect of DAMAGE resulting from interruption of or interference with the business during the Indemnity Period following

- a) the occurrence of any of the following specified human infectious or human contagious diseases :-
  - Acute Encephalitis i)
  - ii) Acute Poliomyelitis
  - iii) Anthrax
  - Chicken pox iv)
  - Cholera V)
  - vi) Diphtheria
  - vii) Dysentery
  - viii) Legionellosis
  - Legionnaires Disease ix)
  - x) Leprosy
  - xi) Leptospirosis
  - xii) Malaria
  - xiii) Measles
  - xiv) Meningococcal Infection
  - xv) Mumps



xvi) Opthalmia Neonatorum Paratyphoid fever xvii) xviii) Plague xix) Rabies xxRubella xxi) Scarlet Fever xxii) Smallpox xxiii) Tetanus xxiv) Tuberculosis xxv) Typhoid Fever xxvi) Viral Hepatitis xxvii) Whooping Cough xxviii) Yellow Fever

manifested by any person whilst in the Premises or within a 25 mile radius of it

- b) murder or suicide in the Premises
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Premises
- d) vermin or pests in the Premises
- e) the closing of the whole or part of the Premises by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Premises

The Insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the DAMAGE

# E53 ELECTRONIC RISKS EXCLUSION

This endorsement replaces any previous Electronic Risks Exclusion applicable to Sections One and Two of this Policy from the Effective Date shown in the Schedule

ELECTRONIC RISKS EXCLUSION CLAUSE

The insurance by these Sections does not cover

 $17\,$  any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

the alteration modification distortion corruption of or damage to 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); or

any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent DAMAGE or consequential loss not otherwise excluded which itself results from a Defined Peril except for DAMAGE caused by malicious persons other than thieves

#### Definitions

For the purposes of this Exclusion the following Definitions apply

#### Denial of Service Attack

Denial of Service Attack means 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

Hacking means 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

#### Phishing

Phishing means access or attempted access to data or information made by means of misrepresentation or deception

## Virus or Similar Mechanism

Virus or Similar Mechanism means 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 meaning of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

# F01 It is hereby noted that the indemnity period is extended to 60 months



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## MO1 MANSLAUGHTER COSTS EXTENSION

Applicable only to:

Section 3 - Public Liability

Section 4 - Employers Liability (only applicable if this Section is shown as operative in the Schedule)

The indemnity provided by these Sections extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy

b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

## Provided always that

- The maximum amount payable under this Extension for each Section stated above shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

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### TX3 TERRORISM AND NORTHERN IRELAND EXCLUSION

This endorsement replaces any previous Terrorism and Northern Ireland Exclusion from the Effective Date shown in the Schedule

Applicable to Sections One and Two of this Policy

TERRORISM AND NORTHERN IRELAND EXCLUSION CLAUSE

The insurance by these Sections does not cover

- 16 Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with
  - 1. For England Scotland Wales the Channel Islands and the Isle of Man  $\,$ 
    - a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
  - 2. For Northern Ireland
    - a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - b) any action taken in controlling preventing suppressing or
    - in any way relating to any act of Terrorism
    - c) riot civil commotion and (except for damage or loss caused by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by these Sections of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism

For England Scotland and Wales Terrorism is defined as acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

For Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or



in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

For the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto

SECTION 3 PUBLIC LIABILITY TERRORISM COVER AMENDMENT CLAUSE

Applicable only to Section 3

The insurance provided by Section 3 of this Policy is subject to the following Terrorism Limitations

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance

For the purposes of this Clause Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

SECTION 4 EMPLOYERS LIABILITY TERRORISM LIMITATION CLAUSE

Applicable only to Section 4

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from a Terrorist Act

For the purposes of this Clause Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



#### WR3 WAR RISKS EXCLUSION

This endorsement replaces any previous War Risks Exclusion applicable to Sections One and Two of this Policy from the Effective Date shown in the Schedule

WAR RISKS EXCLUSION CLAUSE

The insurance by these Sections does not cover

14 any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

# 003 INTERESTED PARTIES CLAUSE

The following are interested in the insurance by this policy

Bank of Cyprus (London) Limited Securities Department 87/93 Chase Side London N14 5BU In respect of 59/61 Camden High Street, Camden Town, London

#### 112 ROSS-GOWER LIMITED COVER EXTENSION CLAUSE

SECTION 1 - BUILDINGS

Minor Works

It is understood and agreed this Section automatically includes minor alterations maintenance or repairs of the building and temporary works and/or testing and commissioning and/or modification and/or work carried out on any of the facilities executed in performance of a Contract and the materials for use in connection therewith all the property of the Insured or for which the Insured is responsible (excluding property more specifically insured) whilst at the premises

provided that for the purpose of this Extension

- (a) a Contract shall mean any minor alteration maintenance or repair of the building and temporary works executed in performance thereof at the premises where the Contract value does not exceed £50,000
- (b) notification being given by the Insured to the Company within 30 days of completion of the works regarding
  - the nature of the works (i)
  - (ii) the Contract price
  - (iii) the Contract period

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(c) the Insured pays an additional premium in accordance with (b) above if applicable

#### Amount Excluded

The Amount Excluded definition shall read as follows and not as otherwise stated

This Section does not cover the amounts stated in the following paragraphs in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any Condition of Average

In respect of

Amount Excluded

- (1) Breakage of fixed Glass and fixed Sanitaryware
- (2) Any other insured DAMAGE

£250

Nil

SECTION 2 - RENTAL INCOME

Subrogation Waiver

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which it might become entitled by subrogation against

- (i) any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the DAMAGE
- (ii) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the DAMAGE
- (iii) any tenant or lessee of any Building hereby insured provided that the DAMAGE has not been caused by the wilful malicious or grossly negligent act of such tenant or lessee



# SECTION 3 - PUBLIC LIABILITY

Consumer Protection Act - Defence Costs

This Section is extended to provide indemnity to the Insured and also at the request of the Insured any director partner or Employee in respect of legal costs and expenses incurred in defending any prosecution for breach of safety requirements or safety regulations under part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance and legal costs and expenses incurred with the consent of the Company in appeal against a conviction resulting from a prosecution

provided that the Company shall not be liable for

- (i) the payment of fines and penalties
- (ii) legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act

# 125 EXCESS AMENDMENT CLAUSE

Paragraphs (1) and (2) under the heading Amount Excluded in Section 1 are cancelled and replaced by the following

In respect of

Amount Excluded

(1) AOL

£250

(2) Subsidence Excess

£2000

Section 3 (Public Liability)

Limit of Indemnity £5000000

Section 4 (Employers Liability)

Not Insured

Policy Total Sum Insured

£2605450

# Section 5 (Terrorism)

Premises-

Any Premises, Situation, Location or Contract situated in England, Scotland or Wales as insured under the the SECTIONS APPLICABLE below

## SECTIONS APPLICABLE

#### Sums Insured

1 Buildings

Refer to SECTIONS APPLICABLE sums insured Refer to SECTIONS APPLICABLE sums insured

2 Rental Income



# ENDORSEMENTS APPLICABLE TO ALL PREMISES

#### T53 TERRORISM SECTION

Only applicable if this Section is shown as operative in the Schedule

This endorsement replaces any previous Terrorism Insurance Section applicable to this Policy from the Effective Date shown in the Schedule

In consideration of the payment of the Premium in respect of the Period of Insurance the cover provided under Sections 1 and 2 of this Policy and Special Clause 4 Failure of Other Insurances if shown as operative on the Schedule is extended to include DAMAGE occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section 5

Terrorism is defined for the purposes of this Section only as

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majestys Government in the United Kingdom or any other government de jure or de facto

- A. Provided always that the insurance provided by this Terrorism Section is subject to the following exclusions
- (1) War Risks exclusion

This insurance does not cover damage occasioned by or happening through riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

(2) Electronic Risks Exclusion

This insurance does not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

the alteration modification distortion corruption of or damage to 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) or

any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

For the purposes of this Section the following definitions shall apply

## Denial of Service Attack

Denial of Service Attack means 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

Hacking means 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

#### Phishing

Phishing means access or attempted access to data or information made by means of misrepresentation or deception

## Virus or Similar Mechanism

Virus or Similar Mechanism means 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 meaning of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

#### (3) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or



occasioned by or resulting from loss destruction or damage in respect of

- i) any property located outside England Wales and Scotland or in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- ii) any nuclear installation or nuclear reactor
- iii) any property which is specifically excluded elsewhere in this Policy
- iv) any property which is insured by or would but for the existence of this Policy be insured by any form of transit aviation or marine policy
- B. This Terrorism Section is subject to the following terms and conditions
- (1) In any action or other proceedings where the Company alleges that any damage is not covered by this Terrorism Section the burden of proving that such damage is covered shall be upon the Insured
- (2) The Companys liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the total Sums Insured or for any item its individual Sum Insured or any other Limit of Liability under this Policy
- (3) The insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this Policy

PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS