



AXA Insurance UK plc  
 Axa Commercial - Glasgow  
 PO Box 7061  
 WILLENHALL WV1 9ZQ

W L (Network)  
 4b Newhailes Business, Park  
 Newhailes Road  
 Musselburgh  
 East Lothian EH21 6RH  
  
**Agency:** GW 0569537

**Form No.....:** PR202H  
**Underwriter.....:** AYE  
**Date of Issue...:** 1/08/15  
**Effective Date...:** 31/07/15  
**Renewal Date....:** 15/05/16

**SCHEDULE: Flats**

**Policy No.:** GW FLT 6908153

**Insured...:**

Co-Proprietors & Bondholders of The  
 Element per The Element Factors Ltd  
 The Element Office  
 9 Western Harbour Breakwater  
 Edinburgh  
 Midlothian EH6 6PZ

**Insurance Premium:** £54580.46  
**Insurance Premium Tax:** £3274.83  
  
**Total Amount Payable:** £57855.29

**Business...:** Property Owner

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

**Reason for Issue: New Business**

**Property Insured**

Item	Situation	Section 1 Sum Insured £	Section 2 Sum Insured £
	<b>Premises-Western Harbour View, Leith, Edinburgh, Midlothian</b>	<b>EH6 6JN</b>	
1	Flats	55338518	20000 per block

**Endorsements applicable to all premises**

**F01 Excess Amendment Clause**

Exclusion 9. Excess Clause is restated as follows  
 We shall not be liable under the Perils Insured shown below for the amounts stated of each and every loss after the application of any condition of Average as follows

Section	Perils	Excess
1	c i and k	£350
1	f	£1,000
1	g and h	£1,000
2	c i and j	£350

This clause does not apply if a higher amount has already been excluded



**F02 Flood Excess Amendment Clause**

We shall not be liable under Sections 1 or 2 Peril e) in respect of flood for the first £25,000 or 10% whichever is the greater of each and every loss after the application of any Condition of Average This clause does not apply if a higher amount has been excluded Under Sections 1 or 2 Peril e) flood is defined as loss or damage by

- i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- ii) inundation from the sea
- iii) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

**M01 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



- 1) 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.

#### **TE1 TERRORISM COVER AMENDMENT CLAUSE**

This cover amendment clause replaces any previous War and Terrorism Cover Amendment Clause(s) applicable to the policy from the Effective Date shown in the Schedule

Applicable to Sections 1 and 2

Exclusion 7 Terrorism Exclusion is restated as follows

#### **TERRORISM EXCLUSION**

Loss damage cost or expense or whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
3. Civil Commotion occurring in Northern Ireland

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section 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



In respect of England Scotland and Wales 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 or influencing by force or violence of any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

In respect of 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

In respect of 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 or influencing by force or violence of any government de jure or de facto

#### WAR AND 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 Terrorism 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 Terrorism during any one Period of Insurance

For the purpose of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and



by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

#### WAR CIVIL WAR POLITICAL RISK AND TERRORISM LIMITATION

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 War Civil War Terrorism or Political Risk as defined below

For the purposes of this Clause "War Civil War Terrorism or Political Risk" means war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

For the purposes of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

<b>Section 3 (Public Liability)</b>	Limit of Indemnity £5000000
<b>Section 4 (Employers Liability)</b>	Not Insured
<b>Total Sum Insured for Section 1</b>	£55338518

**PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS**