



## Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

**Policy Number 100568809CPO**

**Name of Policyholder 145 Drury Lane & 10 Wild Street Freehold Co Ltd & 145 Drury Lane (Management) Ltd**

**Date of Commencement of Insurance 31-Dec-22**

**Date of Expiry of Insurance 30-Dec-23**

We hereby certify that subject to paragraph 2

- (1) the Policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
- (2) the minimum amount of cover provided by this Policy is no less than £5million (c)

Signed on behalf of: **Aviva Insurance Limited** (Authorised Insurer)

Authorised Signatory  
Colm Holmes  
Chief Executive Officer, UK General Insurance

### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



## The Schedule

**Agency** Chambers & Newman Ltd **Branch & Agent No.** 71/0055070

**Policy No.** 100568809CPO

**The Policyholder:** 145 Drury Lane & 10 Wild Street Freehold Co Ltd & 145 Drury Lane (Management) Ltd

**Address** C/o Chambers & Newman Ltd  
Colette House, 52-55 Piccadilly  
London

**Post Code** W1J 0DX

**The Business** Owner of the properties as detailed in the separate insurance certificate(s)

**Period of Insurance from** 31 December 2022 **to** 30 December 2023

<b>Covers Insured</b>	<b>First Premium</b>	<b>Annual Premium</b>	<b>Additional / Return Premium</b>
<b>Property Damage – All Risks Business Interruption Property Owners Liability</b>			
<b>Total Premium</b>		£33,463.52	
<b>Terrorism</b>		£13,747.98	
<b>Insurance Premium Tax</b>		£5,665.38	
<b>VAT (where applicable)</b>			
<b>TOTAL AMOUNT INC IPT AND VAT</b>		£52,876.87	

Please note that your annual insurance premium may include an amount or amounts for additional covers or services. Please read your schedule and other documentation carefully to ensure you know how much you are paying in total.

# The Schedule

## Policy Availability

If, at any stage you would like to receive a new copy of your policy booklet, please contact either your regular Aviva point of contact or your insurance adviser.

---

# Property Damage – All Risks

## The Appendix

Attached to and forming part of Policy No. 100568809CPO

---

**The Policyholder:** 145 Drury Lane & 10 Wild Street Freehold Co Ltd & 145 Drury Lane  
(Management) Ltd

---

<b>The Property Insured</b>	<b>Sum Insured</b>	<b>Declared Value</b>
<b>Item No. 1</b> Buildings, the property of the Insured, or for which they are responsible anywhere in Great Britain, Northern Ireland, The Channel Islands or The Isle of Man as detailed in the separate insurance certificate(s).	£48,003,860	£32,002,573
<b>Item No. 2</b> Landlords Contents		£44,000

---

<b>Excesses in respect of:</b>	<b>Amount of Deductible</b>
1. Fire, Lightning, Earthquake, Explosion, Aircraft, Riot and Civil Commotion	£500
2. Subsidence, Heave & Landslip	£1,000
3. Unless otherwise stated, all other Contingencies	£500
4. Escape of Water	£7,500

# Property - Business Interruption Cover (Rent)

## The Appendix

Attached to and forming part of Policy No. 100568809CPO

---

**The Policyholder:** 145 Drury Lane & 10 Wild Street Freehold Co Ltd & 145 Drury Lane (Management) Ltd

---

**The Premises** Any premises for which the Insured are responsible in Great Britain, Northern Ireland, The Channel Islands or The Isle of Man as detailed in the following insurance certificate(s) attached and where a sum insured for rent is shown

---

**Contingencies** As defined in the Material Damage cover

---

<b>Sum Insured</b>	Item: 1	On Current Rent Receivable	£0
--------------------	---------	----------------------------	----

---

		<b>Total Sum Insured</b>	£0
--	--	--------------------------	----

---

---

**Maximum Indemnity Period** as detailed in the separate insurance certificate(s)

---

# Liability Cover

## The Appendix

Attached to and forming part of Policy No. 100568809CPO

---

**The Policyholder** 145 Drury Lane & 10 Wild Street Freehold Co Ltd & 145 Drury Lane  
(Management) Ltd

---

<b>Occurrences</b>	<b>Amount of Indemnity</b>
<b>1. Employer's Liability</b>	£10,000,000
<b>2. Property Owners Liability</b>	£10,000,000 for Any One Event

---

## **Subjectivity Endorsement**

In accordance with the provisions of policy/Section Condition (14) – Subjectivity. The Cover provided by this policy/section is subject to the following

**APH032**

**Policy No. 100568809CPO**

### **Asset Protection Property Damage Section**

The following is added to the list of Clauses

#### **Loss of Alternative Accommodation or Rent for Residential Units**

Where any Residential Unit cannot be lived in or if access to it is denied as a result of Damage and where not otherwise insured We will indemnify

- (1) (a) You or Your lessee in respect of the cost of reasonable alternative accommodation and/or ground rent and/or management charges  
or  
(b) You in respect of Gross Rentals  
and/or
- (2) You or Your lessee in respect of the cost of reasonable alternative accommodation for domestic pets where such pets are not permitted in any alternative accommodation  
and/or
- (3) You in respect of the temporary storage of Your Contents or Contents of Common Parts.

The maximum we will pay in respect of any one claim is 33% of the Declared Value on the building insured under the Asset Protection Property Damage Section of this Policy in which the Residential Unit is contained subject to a Maximum Indemnity Period of 36 months.

The following definitions apply to this clause

Gross Rentals	Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.
Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.
Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.

#### **Revenue Protection Business Interruption Additional Contingencies**

Additional Contingencies

Action by Police, Government or Other Competent Authority

Failure of Electricity Supply

Failure of Gas Supply

Failure of Water Supply

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

Failure of Telecommunications are operative.

## **Asset Protection Property Damage**

### **The following Clauses are deleted**

Basis of Claims Settlement – Indemnity Only

Long Term Unoccupied

Unoccupied Building awaiting demolition and redevelopment

### **Additional Condition Q/R Unoccupied Premises is replaced by**

Q Unoccupied Premises - Non Sprinklered

R Unoccupied Premises - Sprinklered

#### **Q Unoccupied Premises - Non Sprinklered**

If in relation to any claim for Damage in respect of any unoccupied or disused buildings, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

(a) carry out internal and external inspections of the buildings at least every 7 days

(i) maintain a weekly log of such inspections

(ii) as soon as possible, repair or arrange to be repaired, any defects found

(iii) carry out a monthly management check of the weekly inspections log.

(b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises

(c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings

(d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves However, where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system.

(e) advise Us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

#### **R Unoccupied Premises - Sprinklered**

If in relation to any claim for Damage in respect of any unoccupied or disused buildings, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

(a) carry out internal and external inspections of the buildings at least every 7 days

(i) maintain a weekly log of such inspections

(ii) as soon as possible, repair or arrange to be repaired, any defects found

(iii) carry out a monthly management check of the weekly inspections log.

(b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises

(c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings

(d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves However

(i) where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system

(ii) where the buildings are protected by a wet sprinkler installation, provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

(c) advise us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.



## **Policy Definitions**

**Unoccupied** is restated as follows:

Any Building that is

- (1) untenanted or void and/or
- (2) empty, vacant or disused

for a period in excess of 45 consecutive days

## **Asset Protection** Property Damage

The following Clauses are deleted

- Basis of Claims Settlement - Indemnity Only
- Long Term Unoccupied
- Unoccupied Building awaiting demolition and redevelopment

## **Insured's own management fees/claims costs included**

We will pay for reasonable costs and expenses necessarily incurred by You or Your Managing Agent with Our prior consent for Your or Your Managing agents employees in

- (1) the management of the rebuilding or replacement of the Property Insured

- (2) in Claims preparation costs

that exceed the costs and expenses incurred under Policy Conditions (4)

Claims Procedure and (10) Reasonable Precautions

We will not pay

- (1) for any claim where the total incurred cost in respect of Damage is less than £100,000
- (2) for costs more specifically insured
- (3) for costs Your Managing Agent is responsible for under contract
- (4) where the Sum Insured for each premises insured includes an amount for such costs
- (5) for costs You or Your Managing Agent incur by the use of third party claims administration or servicing teams

The maximum We will pay for any one claim is 2½% of the cost of rebuilding or repairing The Premises or £25,000 whichever is the lower and £50,000 in any one Period of Insurance

## **Loss of Market Value**

If following Damage You choose not to reinstate or repair the Property Insured under any Building item described in The Schedule We will pay the loss of market value in respect of The Premises. The loss of market value being the reduction in the market value of The Premises immediately following the Damage solely as a result of the Damage.

We will not pay any amount exceeding that which would have been payable had The Premises been built or repaired.

## **Asset Protection** Property Damage

The following Clauses are restated

### **Other Interests**

Subject to Your consent, the interest of all parties (including Mortgage Lenders, Banks and Building Societies) who wish to register an interest in the Cover by this Section will be noted provided that all such parties are notified to Us within 30 days of any Damage.

### **Privity of Contract**

We will indemnify You in respect of all such sums as You may become legally liable to pay following Damage, and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer Your property and where the current owner has failed to maintain adequate insurance

cover, subject to the terms and conditions of this policy.

We will not indemnify You in respect of

- (1) contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant
- (2) any premises disposed of more than seven years prior to the start date of the current Period of Insurance.

The maximum We will pay under this Additional Clause is £2,500,000 during the Period of Insurance.

You must take all reasonable and appropriate steps to obtain release from Your liabilities under the covenants to insure such property on its disposal.

### **Tree Felling and Lopping**

We will pay reasonable costs and expenses incurred by You with Our consent for the lopping or removal of trees for which You are responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to The Property Insured.

We will not pay for

- (a) legal or local authority costs involved in removing trees.
- (b) costs solely incurred to comply with a preservation order.

The maximum We will pay for any one claim is £1,000 and £2,500 in any one Period of Insurance

### **Revenue Protection Business Interruption**

The following are added to the list of Clauses

#### **Loss of Attraction**

Damage as insured by the Gross Rentals or Estimated Gross Rentals item of this Section is extended to include loss, destruction or damage by any Contingency stated in The Schedule to buildings or other property at any location within one mile of the boundary of The Premises as a result of which an agreement in the course of negotiation to lease The Premises is avoided or delayed and the Gross Rentals or Estimated Gross Rentals received by You are reduced.

The maximum We will pay is £100,000 in any one Period of Insurance

### **Revenue Protection Business Interruption**

The following Clauses are restated

#### **Buildings Awaiting Sale**

Damage as Insured by the Gross Rentals item of this Section is extended to include loss, destruction or damage by any Contingency stated in The Schedule to buildings, forming part of The Premises, that You have contracted to sell or have accepted an offer in writing to purchase the interest in the building subject to contract, where that sale is cancelled or delayed solely due to Damage.

Under this extension, We will indemnify You in respect of

- (1) Interest payable by You on capital borrowed which, but for the Damage would be available, from the proceeds of the sale, for investment in The Business
- (2) The additional interest payable to You on amounts borrowed at a rate of interest not exceeding 2% above the prevailing Bank of England Base Rate
- (3) The investment interest lost by You on any proceeds of the sale (after the deduction of any capital borrowed as detailed in (2) above)
- (4) The additional expenditure being
- (i) The additional expense You necessarily and reasonably incur to solely prevent or limit a loss payable under (1), (2) or (3) above during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by expenditure.

- (ii) The additional legal fees You necessarily and reasonably incur during the Indemnity Period as a result of the cancellation or delay of the sale due to Damage. We will not pay more than an amount equivalent to the expenditure incurred immediately prior to Damage or £50,000 whichever is the less

We will not indemnify You unless You have made all reasonable efforts to complete the sale as soon as possible following Damage

### **Maximum Indemnity Period**

Six Months

### **Indemnity Period**

The period during which the results of The Business are affected due to Damage, beginning with the date on which, but for the Damage, the building would have been sold and ending with the date of completion or the expiry of the Maximum Indemnity Period if earlier.

### **Privity of Contract**

We will indemnify You in respect of loss of Gross Rentals following Damage to buildings anywhere in England, Wales, Scotland, Northern Ireland the Channel Islands or the Isle of Man previously owned by You but which are no longer Your property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this policy.

We will not indemnify You in respect of

- (1) contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant
- (2) any premises disposed of more than seven years prior to the start date of the current Period of Insurance.

The maximum We will pay under this Clause is £2,500,000 during the Period of Insurance.

You must take all reasonable and appropriate steps to obtain release from Your liabilities under the covenants to insure such property on its disposal.

### **Legal Expenses for the Eviction of Squatters**

We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with Our prior written agreement in any civil action to evict anyone in the Property Insured who does not have Your permission to be there.

All legal proceedings will be dealt with by a Court or other body that We agree to within the United Kingdom, Channel Islands or Isle of Man.

We will not pay costs and expenses

- (1) for any dispute where the cause of the action arises within 90 days of the inception date of this Clause under this policy
- (2) for any dispute where the cause of the action involves Your tenant
- (3) for any dispute which is recoverable under Property Owner's Legal Protection Section of this policy
- (4) more specifically insured elsewhere.

The maximum We will pay in any one Period of Insurance is £15,000.

### **Sanctions**

We will not provide cover and shall not be liable to pay any claim or provide any benefit provided by this policy where the provision of such cover payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America or any its states.