



equity
INSURANCE BROKERS

Commercial Division

Date: 02/07/2008
Customer Ref: MARG02PO01
Contact: Mark Tumilty

Equity Insurance Brokers
82a High Street
Lurgan
County Armagh
BT66 8BB

Tel:02838 324421
Fax:02838 326242

Margarita Plaza Mngmt Co.Ltd
Margarita Plaza
Belfast
BT2 8FF

Dear Sirs,

Primary General Insurance Ltd Property Owners Policy No. PPO000001728

We thank you for arranging this insurance with **Equity Insurance Brokers** and now have pleasure in enclosing:

- *Policy
- *Certificate
- *Policy Schedule
- *Robert For Health&Safety support visit www.primarygeneral.co.uk/employment+
- *H&S using the code pgenhz2ezaca

Please check your documents carefully and contact us as soon as possible if any aspect is incorrect or needs discussion.

As your insurance advisor we have a duty to make you aware of the consequences of giving us inaccurate information or not telling us when circumstances change. Any failure to disclose facts material to the insurance or any inaccuracy in any of your information may affect the validity of your policy and any claim you make.

If you have any queries or require advice in connection with this or any other insurance matter, please do not hesitate in contacting our office.

Yours sincerely,


Equity Insurance Brokers



Certificate of Employers' Liability Insurance (a)

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

Policy number: PPO000001728
Name of the Policyholder: Committee for the time being of Margarita Plaza
Date of commencement of insurance: 01 June 2008
Date of expiry of insurance: 31 May 2009

We hereby certify that subject to paragraph 2: -

1. the Policy to which this certificate of Employers' Liability insurance 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 (b); and
2. (a) the minimum amount of cover provided by this Policy is no less than £5,000,000 (c).

Signed on behalf of:

- AXA Insurance UK Plc, 5 Old Broad Street, London, EC2N 1AD
- Aviva Insurance Limited trading as "Norwich Union" a company incorporated in Scotland with registered number 2116 whose registered office is at Pitheavlis, Perth, Scotland PH2 0NH ("NU");

Tim Rolfe
Director - Primary General Insurance Limited

Notes:

- (a) Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate of Employers' Liability Insurance 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 (5) 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."

paragraph 2(b) does not apply and is deleted.

The Employers' Liability (Compulsory Insurance) Regulations 1998 require you to keep this certificate of Employers' Liability Insurance or a copy for 40 years.

Primary General Insurance Limited

Registered in England and Wales. Registered No. 4401961

Registered Office: 76 Shoe Lane, London, EC4A 3JB

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority

Primary General Insurance Limited
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PRIMARY GENERAL INSURANCE LIMITED
Property Owners' Policy Schedule

Reason for Issue: New Business Agent Name: Equity Insurance Brokers
 Policy Number: PPO000001728 Agent Reference: PB2688

The Insured: Committee for the time being of Margarita Plaza

The Premises: Margarita Plaza, Adelaide Street, Belfast, County Antrim, BT2 8FF

Postal Address: Margarita Plaza, Adelaide Street, Belfast, County Antrim, BT2 8FF

Period of Insurance: 01 June 2008 to 31 May 2009

And any subsequent period for which the Insurers shall accept a premium at renewal date

Renewal Date: 01 June 2009

Total Premium (excluding IPT)	£6,875.00
IPT (at 5%)	£343.75
Total Premium Payable (including IPT)	£7,218.75
Total Terrorism Premium Payable (including IPT)	£0

The Insurers

Contract Number - AA004170M01

In accordance with the authorisation granted under the Contract, numbered as stated below, the Policy is underwritten by Primary General Insurance Limited, a member of the Primary Group, on behalf of capacity supplied by AXA Insurance UK Plc, Norwich Union Insurance Limited

Signature:


PRIMARY

Date of Issue: 05 June 2008
 Schedule Version 1

GENERAL



Property Owners Policy Schedule

Policy No: PPO000001728
The Insured: Committee for the time being of Margarita Plaza
The Premises: Margarita Plaza, Adelaide Street, Belfast, County Antrim, BT2 8FF
Business Description: Property Owner and no other for the purpose of this Insurance
Occupation of The Premises: Residential Property
Interested Parties: None
Insured Perils: Property Damage including Subsidence, Theft damage, Glass damage and accidental damage. All subject to the terms, conditions and exceptions of the Policy.
Sums Insured and Limits of Liability:
Buildings £16,500,000
(Declared Value £11,000,000)
Loss Of Rent £3,300,000 Maximum Indemnity
Period 12 Months
Outstanding Debit Balances £Nil
Additional Contents £Nil
Terrorism Not Insured
Property Owners Liability: Limit of Indemnity £5,000,000 any one occurrence
Employers Liability: Limit of Indemnity £10,000,000 any one event
Excess: £1000 in respect of claims arising from subsidence, landslip or heave
£500 in respect of all other claims arising under the Property Damage Section, Loss of Rent Section, and Third Party Property Damage under the Property Owners' Liability Section.
Period of Insurance from: 01 June 2008 to 31 May 2009
Renewal Date: 01 June 2009



Policy Endorsements:

Minimum Physical Security Requirements

It is warranted that:

1. All external doors to the premises and any internal doors leading to other premises not occupied by the Insured are fitted and secured out of business hours by:
 - a) a 5 lever mortise deadlock and box striking plate conforming to BS3621 or
 - b) a 5 (or more) lever close shackle padlock and locking bar
 - c) in the case of aluminium or UPVC doors an integral cylinder operated swing bolt mortise lock
 - d) in the case of double leaf doors, the first closing leaf is fitted with key operated locks or bolts, top and bottom, in addition to an appropriate locking mechanism as above
 - e) in the case of outward opening doors, hinge bolts are fitted in addition to an appropriate locking mechanism as above
 - f) an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above.
2. All accessible opening windows, fanlights and skylights are fitted with and secured out of business hours by:
 - a) key operated window locks or be protected by solid steel bars of not less than ¾ inch diameter not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
 - b) in the case of louvered windows, the louvers are permanently fixed in place.

Unoccupancy Warranty

It is warranted that in respect of any unoccupied premises

- 1) Mains services are switched off and the water system is drained (unless electricity is needed to maintain any fire or intruder alarm system in operation)
- 2) The premises are inspected thoroughly internally and externally at least once weekly by the Insured or employees of the Insured and a record maintained of such inspections
- 3) Accumulations of combustible materials such as junk mail be removed during inspection
- 4) Accumulations of waste from any renovation work be kept outside in skips and such skips be removed weekly from the site
- 5) The premises are secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation



Property Owners Policy

Policy Information

(not forming part of this Policy)

The following paragraphs either replace or supplement information already shown in the Policy booklet.

Notification of New claims

To notify us of a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.
3. Call our dedicated claims line (0870 942 4606) to notify us of your claim.

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to our Complaints Procedure.

Details about the regulator

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). Our FSA register number is 308347.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Registered office: 76 Shoe Lane, London, EC4A 3JB

AXA Insurance UK Plc is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Aviva Insurance Limited trading as Norwich Union is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Financial Services Compensation Scheme

Primary General Insurance Limited, AXA Insurance UK Plc and Aviva Insurance Limited trading as Norwich Union are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at:

<http://www.fscs.org.uk/>



STATEMENT OF FACT

Policy Number: PPO000001728

Insured: Committee for the time being of Margarita Plaza

Risk Addresses:

Margarita Plaza, Adelaide Street, Belfast, County Antrim, BT2 8FF

The Period of Insurance: 01 June 2008 to 31 May 2009

Statement of Fact

This Statement of Fact is a record of the information notified to the Insurers and facts assumed about you, your business, your business partners and directors. This Statement of Fact forms part of the Insurer's contract with you and the information has been taken into account when calculating the premium, terms and conditions on which your Policy is based.

All material facts must be disclosed. Failure to do so could invalidate the Policy from inception or result in a claim being repudiated. A material fact is one which is likely to influence any Insurer in the acceptance and assessment of this insurance application. If you are in any doubt as to whether a fact is material then it should be disclosed to the Insurer.

General Details

(i) Neither you nor your directors or partners have:-

Ever been declared bankrupt or the subject of bankruptcy proceedings.

Ever been a director or partner in any business 6 months prior to or at any time of and/or after the appointment of a Receiver or Liquidator or dissolution through insolvency.

Ever been convicted of or charged with (but not yet tried) or been given an official police caution in respect of any criminal offence other than a motoring offence.

Ever been declined or refused insurance cover, had renewal refused, had insurance cancelled or had special terms imposed in respect of any of the covers to which this insurance relates.

(ii) All the Premises insured or to be insured (including any glass to be insured):-

Are and will be maintained in a good state of repair

Are built of brick, stone or concrete with slate, tiles, concrete, metal or asbestos roof.

Are used for the sole purpose of the business (Including residential accommodation)

Are not unoccupied unless advised and accepted by Primary

Are in an area free from any special exposure to damage by storm or flood

Are free from any sign of damage by subsidence, heave or landslip

Are not or have not been monitored for subsidence, heave or landslip

Does not, as far as you are aware, have any neighbouring properties which have suffered damage by subsidence, heave or landslip

Have not been the subject of a survey which mentions settlement or movement of the buildings

Claims History

In connection with the business or any other business in which the named Insured, its directors, partners or family members residing on the premises in respect of the covers now being granted, any incidents in the last 5 years which have or could have resulted in a claim, whether insured or not, have been notified to us as detailed below.



Claim Details Within The Last 5 Years

Location	Date of Claim	Amount	Type of Claim
Margarita Plaza	2007	£2,000 to date	Water Ingress

Additional Information –

Claim not yet settled. Further damage found that was not discovered originally.

The Contract of Insurance

During the Period of Insurance and subject to the payment of the premium, the Insurers shall provide insurance for the Insured in accordance with the terms conditions and exclusions of this Policy. The premium has been based upon the information shown in the Summary of Cover Schedule and recorded in this Statement of Fact. The term Period of Insurance shall include any subsequent period for which the Insurers shall have accepted payment for the renewal of the Policy.

The Schedule(s) and any Endorsements are incorporated into and form part of this Contract of Insurance.

The Statement of Fact which the Insured has accepted will be the basis and form part of the Contract of Insurance.

Claims History

In connection with the business in any other business in which the insured insured, the Insurers or family members residing on the premises in respect of the cover now being granted, any incidents in the last 5 years which have or could have resulted in a claim, whether insured or not, have been notified to us as detailed below.