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YOU, MOSTYN ESTATES and LLANDUDNO

INTRODUCTION

The Mostyn family connection with Llandudno began over 500 years ago. The majority of the town as we know it today was laid out in 1849 by the Mostyn family, who leased most of the plots for development and influenced the building design and uses of the land. Mostyn Estates Ltd has always sought to promote the economic well being of the town and in recent years promoted Mostyn Champneys Retail Park, Parc Llandudno and the town's Victoria Centre. The Estate values the unique Victorian heritage whilst wishing to ensure the future prosperity of the town. Properties which are leased by, or bought from, Mostyn Estates are subject to covenants which assist in controlling the use to which the property can be put and maintaining standards such as repairs and alterations.

INSURANCE AND MANAGING RISK

The Company insures all the leasehold properties on the Estate, in accordance with the terms of the lease, which is often for fire only. Lessees can, at the discretion of the Estate, insure against additional perils through our insurers or with other insurance providers. Each property is assessed separately. Mostyn Estates is regulated by the Financial Conduct Authority and benefits from the services of Griffiths & Armour, who are an independent insurance broker.



The Estate Office should be notified of any change of circumstances with regard to the property, as this could influence the insurance contract and existing level of cover provided.

If you would like advice or support on additional insurance cover, please contact Patrick Bark-Jones at Griffiths & Armour on 0151 600 2101 or email: pbark-jones@griffithsandarmour.com

ALTERATIONS TO PROPERTIES

Under the terms of the lease or conveyance, the Estate's prior consent is required before alteration work takes place. The Estate always ensures that alterations, particularly to the exterior of the property, are in keeping with the architectural style of the property and locality. New windows and doors should match the original features, so as not to detract from the building.

Where properties are rendered and painted the colours should be of a pastel or restrained shade and Estate staff will be happy to discuss preferences. Where there are plaster mouldings these can be picked out in contrasting colours in keeping with the building. Metal railings should be of a dark colour, (e.g. black or deep green) with gold tops, Chimney stacks and pots on older buildings should not be removed as it detracts from the Victorian style, the preservation of which is at the heart of the town's economic success.

There are many Conservation areas in Conwy County Borough, including large parts of Llandudno, which recognise areas of special architectural and historic interest, and any alterations or changes in exterior colours in these areas are subject to special planning controls. A significant number of properties are also listed. For advice and information, please telephone Conwy County Borough Council on (01492) 574000. Approved colour lists and guidance are available from the Estate Office.

CHANGES OF USE

The leases and conveyances frequently designate the uses of the properties. The Estate will only grant the consent if it is satisfied that the change does not detract from the residential or commercial nature of the properties location. Also, changes may require a planning consent.

MAINTENANCE

The leases require the property to be kept in good order and repair. Older properties require regular attention, such as cleaning gutters, down-pipes and gulleys to prevent damp penetration. Preventative measures against building damage save time and money for property owners and lessees. Exterior painting, generally every 4-5 years, in appropriate colours keeps the area attractive and protects wood and metal work, avoiding the need for costly replacements.



GENERAL INSURANCE INFORMATION

IMPORTANT: PLEASE READ THIS AS IT CONTAINS IMPORTANT INFORMATION RELATING TO YOUR POLICIES

POLICY COVER

- **Remember** you have an opportunity to benefit from competitive rates for elective cover, not required by the lease. Griffiths & Armour welcome enquiries from our tenants for all aspects of insurance cover, or contact our Insurance Department for information. Contact details can be found on page 4 of this information brochure
- Mostyn Estates Ltd is obliged to insure the property in accordance with the terms of the lease and to determine the rebuilding cost (sum insured) for this insurance. We recommend tenants should not rely on our calculation for any Buildings elective cover afforded by the policy or any policies held elsewhere, as the Estate's insurance arrangements with Zurich may not necessarily reflect those of other insurers. If you have re-fitted bathrooms and/or kitchens or have carried out general improvements and refurbishment, you should let us know so that we can adjust the rebuilding cost to reflect this.
- We are providing a Zurich Policy Summary of cover. The Zurich policy wording which accompanies this will be available on request.
- Please notify us of any changes, particularly with regard to the occupation of the premises, as this may directly affect the rate of insurance currently being charged and the suitability of the cover.
- If you are carrying out refurbishment work or alterations under a JCT contract, we will need to inform the insurance company.
- Please ensure that you retain your Policy Summary in a safe place. You will be **charged a minimum fee of £10** if we are required to obtain a copy mid-term.

Griffiths &
Armour

RISK CONTROL

- Please continue to be aware of Fire hazards and make sure that proper procedures are in place to eliminate the risk. Our broker, will continue to arrange inspections of Commercial properties, either at the request of the Estate or Zurich and our tenants will be expected to implement any Requirements the insurance company may put forward.

- There is a need to be aware of any obstructions or hazards within the boundaries of the lease, both in the home and the workplace. **This includes the areas of the pavement within the boundaries of most of the Commercial leases in the town.** Properties should be maintained both internally and externally, in order to minimise claims, keep insurance costs down and, where applicable, to comply with the terms of your lease.

UNOCCUPIED PROPERTIES

- Please be aware there are Security and Inspection Conditions which apply if a property is to be left unoccupied for any length of time. These Conditions can be found on the reverse of your Policy Summary. In particular, we would remind Hotels that these Conditions apply if you close the Hotel over the winter months, with nobody living on the premises and the Hotel is unoccupied for a continuous period exceeding 30 days. In this situation, you should inform either Mostyn Estates Ltd, or our Broker, as the insurance company will need to be advised and it is possible they will make a charge for period the property is unoccupied.

CLAIMS

- Please submit insurance claims through this office where possible. Please refer to pages 9 and 12 for the Sedgwicks Out of Hours number and further information.

RENTED PREMISES

- Insurers require that you:
 - a) Obtain written references for the Tenant prior to the letting proceeding.
 - b) Verify the tenant's bank details by collecting at least one payment by bank transfer.



NON-MANDATORY INSURANCE (Elective cover)

TERMS OF BUSINESS

1. Mostyn Estates Ltd is required to insure its properties in accordance with the insurance covenant in the lease/agreement appertaining to each property. Similarly, the tenant covenants to reimburse the cost of that insurance to the Estate ("insurance rent").
2. At the absolute discretion of the landlord or other individual or organisation general insurance may be purchased with the Estate's insurer but the Estate will not be obliged to extend cover under a particular policy to include additional Perils not required by the lease nor to offer any product whatsoever not required by a lease ("elective cover").
3. The Estate will give information to such a prospective customer about the elective insurance products that can be provided by the Estates insurer but this will not constitute advice as to its suitability or the advisability of purchase and in all cases the prospective customer should satisfy themselves or seek appropriate independent advice as to the suitability of the product that can so be made available.
4. In the event the Estate has been requested (and has agreed) the insurance company will either add such perils to the existing cover under the current policy or enter into agreement for a new policy. By requesting the Estate to arrange such cover, the customer has entered into a contractual agreement and, as such, the Estate will accept the responsibility of paying over the appropriate premium for this elective cover and will invoice the customer for reimbursement of same within the time stipulated on the invoice. Arrangements for payment on credit terms can normally be made on application if a customer prefers to pay by instalments.
5. In the event of non-payment of elective insurance cover by the stipulated time and in the absence of an agreement for alternative arrangements, the Estate will firstly send an arrears demand requesting payment within 14 days. If, then, payment has still not been received, a letter will be sent advising that non-payment of the elective cover could result in such cover being cancelled. In the event of non-payment, the Estate will instruct the insurance company to cancel the additional Perils (elective) cover and will seek payment of any outstanding insurance premium, including through the Courts if appropriate, or by such other means of enforcement as is available to the Estate.
6. The Estate reserves the right to charge for administration work in connection with recovering the debt and interest as allowed by statute as appropriate.
7. Our remuneration for elective cover is a percentage of the insurance premium paid by you and given to us by the insurance company. We make no additional charges to the payment made by you for the premiums charged by the insurance company.

IMPORTANT INFORMATION

PREMIUMS AND PAYMENTS

Premiums are inclusive of Insurance Premium Tax. You should pay the insurance in full to Mostyn Estates Ltd. Payment by monthly direct debit can normally be arranged, subject to a credit charge. Please ask for further details at the time of payment. Other methods of payment are shown on your invoice.

RENEWING YOUR POLICY

At least 21 days before each policy renewal date we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the NON-MANDATORY cover then please tell us before the renewal date, otherwise we will automatically renew the policy. If you already pay by direct debit, Mostyn Estates Ltd will continue collecting payments in this way unless we receive instructions from you to the contrary. You will have 14 days to cancel NON-MANDATORY cover after the renewal date and receive a refund of any premiums paid, as described in "Your right to cancel the policy" above.

TERMINATION OF THE CONTRACT

You may cancel the NON-MANDATORY contract by giving us notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance. We may cancel the NON-MANDATORY cover by giving you at least fourteen days' notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance.

NOTIFYING A CLAIM

- Claims for MANDATORY cover must be directed through Mostyn Estates Ltd on 01492 876977.
- Claims for NON-MANDATORY must be directed to Mostyn Estates Ltd on 01492 876977.

Emergencies only

Claims made out of business hours can be directed to the nominated Loss Adjusters, Sedgwicks (0345 604 8580). Further information on making a claim is available in the Insurance Summary section of this document.

THE LAW AND LANGUAGE APPLICABLE TO THE POLICY

This Policy is governed by the Law of England and Wales. The language used in this policy and any communications relating to it will be English.

MOSTYN ESTATES LTD

Mostyn Estates Ltd is authorised by the Financial Conduct Authority. Our registration number is: 309547.

INSURANCE SUMMARY

MOSTYN ESTATES LTD PROPERTY OWNERS’ INSURANCE

The property owners’ contract is underwritten by Zurich Insurance Plc. It is an annual contract and may be renewed each year subject to the terms and conditions then applicable.

DEFINITIONS

MANDATORY (also called “non-elective”) cover: Cover which Mostyn Estates Ltd is required to insure under the terms of the insurance covenant in your lease and for which Mostyn Estates Ltd is the Insured/Policyholder; the cost of this cover i.e. Insurance Rent premium, and Insurance Premium Tax is paid to the insurance company by Mostyn Estates and reimbursed to the Estate by you.

NON-MANDATORY (also called “elective”) cover: Additional covers which you request Mostyn Estates Ltd to obtain on your behalf as an extension of the cover under the Mandatory policy. The cost for this extended cover i.e. Insurance Elective Premium and Insurance Premium Tax is paid to the insurance company by Mostyn Estates Ltd, and reimbursed to the Estate by you.

Insurance cover has been arranged by Mostyn Estates Ltd, who may, at its discretion, have offered you a choice in the level of Buildings cover you can obtain through Zurich other than the MANDATORY cover required by your lease. Please read carefully the following information relevant to the level of cover which has been selected. Full details of the selected cover are shown in your personal quotation and policy schedule as follows:

COVER 1 - DAMAGE TO THE BUILDING CAUSED BY: FIRE, LIGHTNING, AIRCRAFT, EARTHQUAKE, EXPLOSION AND TERRORISM ONLY

This MANDATORY cover has been purchased by Mostyn Estates Ltd as required under the terms of your lease. Please note that some leases may require Cover 2 to be included as MANDATORY cover.

COVER 2 - DAMAGE TO THE BUILDING CAUSED COVER 1

with extended NON-MANDATORY cover purchased on your behalf, at your request by Mostyn Estates Ltd including: **Riot/Civil Commotion/Malicious Damage, Storm/Flood, Escape of Water or Oil from any tank apparatus or pipe, Impact, Subsidence/Landslip, Theft/ Attempted Theft, Any other Accident, Property Owners’ Liability (automatically included for Residential policyholders), Loss of Rent** as described more fully in the policy document together with any other covers which may become available under this or any other contract available to Mostyn Estates Ltd.

For full details of all the terms and conditions that apply you should read the policy document, a copy of which will be available from our office on request. On receipt of your Policy Summary, you will have time to decide if you wish to cancel the NON-MANDATORY policy cover - see “Your Right to Cancel” for more information.

BUILDINGS INSURANCE - COVER 1 & 2

Features & Benefits	Significant Exclusions or Limitations	Policy
Structure Damage: Covers your home & other permanent structures on your land	A policy excess may apply	Buildings
IMPORTANT NOTICE: Special Conditions Applicable	<p>In respect of the Building section, notwithstanding anything detailed within the schedule to the contrary, the policyholder and insured is only Mostyn Estates Ltd in respect of those risks (including without limitation the risks of Fire, Lightning, Explosion, Aircraft, Earthquake & Terrorism) against which Mostyn Estates Ltd are legally obliged to obtain insurance.</p> <p>The interest in this policy is vested in the insured as stated in the policy as tenant and Mostyn Estates Ltd as landlord for their respective rights and interests.</p>	Buildings

Insurance Summary continued overleaf...



IMPORTANT INFORMATION

Your right to cancel the policy:

You have a statutory right to cancel the NON-MANDATORY cover.

To cancel this NON-MANDATORY cover, please write to Mostyn Estates Ltd at the address shown on your invoice. On receipt of your notice, we will arrange to refund any premiums you have paid to Mostyn Estates Ltd except when a claim has already been made under the policy.

CLAIMS

Claims for MANDATORY cover must be directed through Mostyn Estates Ltd. We will submit these to our insurer. Should you wish to make a claim for NON-MANDATORY cover under the appropriate insurance policy, you should where possible, contact Mostyn Estates Ltd.

Out of business hours, contact can be made by ringing the nominated Loss Adjusters, Sedgwicks:

Mostyn Estates Ltd: 01492 876977
Sedgwicks: 0345 604 8580 - Out of Hours (Emergencies only)

Please note the emergency number is an outsourced facility. You will not be speaking to Zurich. It is always helpful if you have your policy number to hand, but you will still receive assistance even if you are unable to provide this information. If you need to ring Sedgwicks, you will receive advice on how to proceed.

In appropriate circumstances, you can contact local contractors for immediate assistance in containing the initial problem. When this circumstance occurs, if it is safe to do so, please take photographs of the problem before any work is commenced. You should then contact either Mostyn Estates Ltd or Griffiths & Armour on the next working day, who will ensure your claim is processed. You must give Mostyn Estates Ltd, Griffiths & Armour and the Insurance Company any information or help that is requested.

COMPLAINTS

If you are unhappy with the service provided or have cause for complaint in respect of NON-MANDATORY INSURANCE, please contact Mostyn Estates on the number provided on page 12. Mostyn Estates Ltd who arranged the policy for you. Mostyn Estates will confirm the proposed actions and duration to resolve your concerns. If your complaint relates to MANDATORY Cover you should also report this to Mostyn Estates Ltd who, as the Insured/Policyholder, will deal with the complaint on your behalf.

If you are dissatisfied with the service you receive in respect of your complaint or have cause for complaint in respect of NON-MANDATORY INSURANCE, you should write to 'the Company Secretary' at Mostyn Estates Ltd who will reply to your letter within 3 days of receipt.

Mostyn Estates is committed to resolving all issues and complaints to a satisfactory conclusion. If you remain dissatisfied and wish to escalate your complaint in connection with NON-MANDATORY cover, please contact either Mostyn Estates Ltd or Zurich Insurance PLC at the appropriate address below. If Mostyn Estates Ltd or Zurich Insurance PLC cannot resolve the matter to your satisfaction, both parties will provide you with their final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service at the address below.

Mostyn Estates Ltd
Mostyn Court
2 Mostyn Street
Llandudno LL30 2PS
Tel: 01492 876977

Zurich Insurance plc
2nd Floor Norfolk House
7 Norfolk Street
Manchester M2 1ZU
Tel: 0161 952 8736

The Financial
Ombudsman Service
Exchange Tower
LONDON E14 9SR
Tel: 0800 023 4567



NOTES:



TRUSTED INSURANCE SOLUTIONS, TAILORED TO YOUR NEEDS...

Together, Mostyn Estates Ltd and Griffiths & Armour focus on providing quality insurance cover and risk management support for the town of Llandudno and surrounding areas.

All of your business risks cannot be covered under the Estate Property Owners Policy from Mostyn Estates Ltd.

The Mostyn Estates team at Griffiths & Armour are insurance and claims experts who are ready to help you and your business manage risks and improve cover, helping you to control your costs, giving you the peace of mind to enable your business to thrive.

For advice and assistance on all general insurance matters please get in touch with us using the contact details below:



FOR YOUR INSURANCE QUESTIONS:

Patrick Bark-Jones



0151 600 2101



pbark-jones@griffithsandarmour.com

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Armour

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