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## Property Owners Insurance Statement of Fact

### Important Notice

**This is an important document, and You must read it in full.**

**We are keen to work in partnership with You and avoid any misunderstandings.**

You and anyone representing You has a duty to provide a fair presentation of the risk to Us. A fair presentation is one which, in a reasonably clear and accessible manner, provides the material facts relating to the risk which You know or ought to know following a reasonable search. Failing that, the information You provide must be sufficient to warn Us that additional enquiries must be made to fully understand the risk. The information provided must be substantially correct, complete and made in good faith.

Should You be in doubt as to whether information is accurate or material, then You must disclose it to Us.

This Statement of Fact, the Schedule the Policy and any endorsements should be read together as one contract and this is the contract of Insurance between You (the insured) and Us (the insurer).

You are not required to sign the Statement of Fact.

This Statement of Fact is a record of the information that You provided to Your broker, intermediary or agent, and any assumptions made about You and Your business, upon which Your insurance quotation is based. Please check that all the information You have provided and any assumptions made about You and Your business on this Statement of Fact is correct and complete.

Inaccurate or incomplete information may result in Your Policy being void from its start date and /or Your claim not being paid.

If any of the information is incorrect or incomplete You should immediately notify Your broker, intermediary or the agent who arranged the Policy.

If the revised information is acceptable Your broker, intermediary or agent will issue You with an updated Statement of Fact and/or Schedule.

### **Note**

References to "director" shall mean those persons who have a significant control or influence over the business. This includes appointed directors and persons with significant control or influence (whether such persons are registered or not), as defined by the Small Business Enterprise and Employment Act 2016 (Part 7)

### **Financial**

**Neither I nor any directors or partners in the business have ever been:**

- the subject of any form of bankruptcy, insolvency, compulsory strike off or winding up procedure (including administrative receivership) either as private individuals or in connection with any business within the last ten years
- disqualified from holding a directorship

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- the subject of a recovery action by HM Revenue & Customs either as private individuals or as principals, directors or partners in connection with any business within the last six years
  - the subject of a County Court Judgment, High Court Judgment or any other judgment fine or order that would have been recorded within the Register of Judgments, Fines and Orders (or the Scottish equivalents) in respect of debt as private individuals or in connection with any business within the last six years
  - a director or partner in a business that has been the subject of a County Court Judgment, High Court Judgment or any other judgment fine or order that would have been recorded within the Register of Judgments, Fines and Orders (or the Scottish equivalents) in respect of debt within the last six years
  - officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 or been the subject of any form of insolvency or winding up procedure (including administrative receivership) within the last ten years
  - convicted of or charged with but not yet tried for a criminal offence other than motoring offences. Spent convictions (as defined under the Rehabilitation of Offenders Act 1974 or any similar or subsequent legislation) do not need to be declared.

Declared variations from the above statements:-

### **Insurance**

**Neither I nor any directors or partners in the business have ever:-**

- had an insurance contract cancelled by an insurer
- had an insurance contract declared void by an insurer
- had different terms applied to an insurance contract by an insurer due to misrepresentation
- had insurance cover restricted or cancelled due to non-compliance with risk improvement requirements
- made a claim or to Your knowledge, suffered an incident that could have given rise to a claim in respect of any business insurance at these Premises or any other currently occupied or previously occupied business premises in the last five years which have not been notified to Us

Declared variations from the above statements: -

### **Note**

For the purposes of the following paragraphs premises shall mean the buildings and the land inside the boundaries of the risk address specified in the Schedule and/or the Statement of Fact occupied by You for the purpose of the Business.

**Premises - Business**

- The premises are situated in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- The business is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- The business is wholly owned by individuals or companies or other legal bodies that are NOT subject to any UN, USA, EU or UK economic or other sanction
- The premises or any part of the premises are not unoccupied
- The premises or any part of the premises are not sub-let. (Sub-letting is an arrangement in which the lessee in a lease agreement with You assigns the lease to a third party)
- Residential premises are not used for any business activities or business purposes by the tenant other than persons working from home carrying out clerical work only
- Residential premises are not occupied as bed-sits
- Residential premises are not occupied as a house of multiple occupation (HMO)
- All residential tenancy agreements are for a minimum of 6 months and are either Assured Shorthold, Short Assured (Scotland only) or Private Residential Tenancy (Scotland only) tenancy agreements.

Declared variations from the above statements:-

**Premises - Construction**

- No part of the premises is listed by English Heritage or Cadw or Historic Scotland
- The buildings insured:
  - are built entirely of brick, stone, concrete or metal or other non-combustible ingredients;
  - are roofed entirely with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients;
  - does not have any basement area or area partly or entirely below ground level; and
- have an external area which comprises no more than 10% combustible materials, unless as described and accepted by Us (otherwise stated in the Schedule).
- All premises are and will be maintained in a good state of repair
- No premises are undergoing or will be undergoing any structural alterations or repairs or have planning permission for such work

- Planning permission is not being sought to undertake structural alterations or repairs of any premises

Declared variations from the above statements:-

**Premises - Flooding**

- To our knowledge the premises have never been flooded and/or do not show signs of ever having flooded
- To our knowledge floodwater has not come within 25 metres of the premises.

Declared variations from the above statements:-

**Premises - Subsidence Landslip and Ground Heave**

- No premises have suffered from, or show, any visible signs of Damage from subsidence, landslip or ground heave
- No premises have been underpinned
- No premises have suffered structural movement or are showing signs of any structural movement or cracking whether external or internal
- To Your knowledge the surrounding area within 100 metres of the premises is not susceptible to subsidence, landslip or ground heave
- No premises are within 100 metres of any riverbank, railway embankment or cutting, cliff or quarry, mine or other underground working or on made up ground
- Are there any trees over 5 metres in height within 10 metres of the Premises

Declared variations from the above statements:-

**Premises: 11-22 Amber Court, Colbourne Street, SN1 2HB**

2018 Subsidence claim

**Important - please read**

**Data Protection Notice**

Arch Insurance (UK) Limited is the Data Controller of the information You provide to Us and is registered with the Information Commissioner's Office for the products and services We provide to You.

To see how We use Your personal information please refer to Our Fair Processing Notice in Your Policy wording.

You can contact Us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to the Data Protection Officer, Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise Us of as much detail as possible to comply with Your request.

**Property Owners**

<b>Name:</b> Amber Court Management (No 2) Ltd <b>Address:</b> 15 Windsor Road Swindon Wiltshire <b>Postcode:</b> SN3 1JP	<b>Your Agent is:</b> A-One Insurance Group <b>Address:</b> Energy House, Crow Arch Lane industrial estate Crow Arch Lane Ringwood Hampshire	<b>Agent No:</b> <b>10298</b>
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Business	Property Owner
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**Full company name or partnership including Subsidiary companies** Amber Court Management (No 2) Ltd

**Effective Date** 30 March 2024 **Renewal Date** 30 March 2025

**Expiry Date** 29 March 2025 **Date of Issue** 26 March 2024

**Total Premium** £2,503.23  
**Includes IPT** £268.20

**Endorsements and Conditions**

This document, along with the policy wording will contain Endorsements and additional clauses, which, along with the Policy Conditions and Conditions Precedent impose certain obligations upon You which if not complied with may invalidate Your insurance or claim.

If you are unable to comply with any Endorsement, additional clauses, Policy Condition or Conditions Precedent You should contact Us immediately, through Your insurance agent. We will then decide whether We might be prepared to agree a variation of the policy.

All Endorsement, additional clauses, along with the Policy Conditions and Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent

**A full policy wording may be found at**

<https://archinsurance.co.uk/products>. Should you require a hard copy of the policy schedule or policy wording please contact your insurance agent.

Additional Information Required - This policy includes cover for Employers Liability. In accordance with the Financial Conduct Authority (FCA) regulations, it is a requirement that we are provided with your Employer Reference Number (ERN) if cover is incepted.

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Cover Summary	Cover Selected
Arch Risk Management	✓
Property Damage	✓
Equipment Breakdown	✓
Loss of Rental Income	✗
<b>Liability</b>	
Employers' Liability	✓
Property Owners Liability	✓
Legal Expenses	✓
Engineering Inspection	✗
Terrorism	✗

### Arch Risk Management

As an Arch customer You have access to a range of online risk management services. These enable businesses to effectively manage all aspects of workplace safety and staff employment.

Features include

- Business Continuity
- Health & Safety Management
- Human Resources Support
- E-Learning

### The following sections apply ONLY to the Premises specified below

**Premises** 11-22 Amber Court, Colbourne Street, Swindon, Wiltshire, SN1 2HB  
**Premises Occupation(s)** Block of Flats - Purpose Built

### Property Damage

Cover	Declared Value	Sum Insured
Buildings	(£1,377,972)	£1,860,262
Residential Loss of Rent and Alternative Accommodation		33.33%
Contents		£20,000

The Excess for all items in this Section is £500 each and every loss, unless otherwise stated

Damage Connected With	applies to Cover	Excess
Escape of water	all items	£750
Subsidence	all items	£10,000

### Terrorism

Not Insured

### Rental Income

Not Insured

**Equipment Breakdown Section**

(Insured by HSB Engineering Insurance Ltd)

<b>Cover</b>		<b>Limit</b>	<b>Excess</b>
Covered Equipment		The sums insured as detailed in the Property Damage Section	
Business Interruption	Any one Accident Subject to a maximum any one claim under this Section of	£100,000 £5,000,000	£250 applies to each and every claim

**Property Owners Liability**

<b>Cover</b>	<b>Limit</b>	<b>Excess</b>
Property Owners Liability	£5,000,000	
Third Party Property Damage		£250

The following Cover has not been selected: -  
 Tenant Contents - Not Insured

**Endorsements**

The following section(s) apply to ALL Premises covered by this policy

### Employers Liability

<b>Cover</b> Employers Liability	<b>Indemnity Limit</b> £10,000,000
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Description	Employee Wageroll
Property Maintenance	£1,000

### Legal Expenses

(Insured by DAS Legal Expenses Company)	<b>Indemnity Limit</b> £500,000
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Cover up to £500,000 for your legal costs and expenses for the following

- Employment disputes and compensation awards (compensation awards are also subject to an aggregate limit of £1,000,000 in any one Period of Insurance)
- Legal defence
- Statutory licence appeal
- Contract disputes
- Debt recovery
- Property protection
- Personal injury
- Tax protection
- Tenancy disputes
- Crisis containment (up to £25,000)
- Employment restrictive covenants
- Let property disputes

You also have access to a website and helplines. Most of these helplines are available 24 hours a day 365 days a year and are available to you at no additional

### Policy Endorsements

## The Underwriters

This Policy is underwritten and administered by:

**Legal Expenses Section** - DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, company number 103274, website [www.das.co.uk](http://www.das.co.uk)  
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority

The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

**Engineering - Machinery Damage Section** - HSB Engineering Insurance Limited (FCA Register No 202738) authorised by the Financial Conduct Authority and the Prudential Regulation Authority. Registered office: Chancery Place, 50 Brown Street, Manchester, M2 2JT and not as may otherwise be stated in the Policy Wording.

**Engineering Inspection Section** - HSB Engineering Insurance Services Limited is accredited by UKAS as a type A Inspection Authority in accordance with the recognised international standard ISO/IEC 17020. Registered office: Chancery Place, 50 Brown Street, Manchester, M2 2JT and not as may otherwise be stated in the Policy Wording.

**All Other Sections** - Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ - (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

Each Underwriter is only liable in respect of the cover or engineering inspection service provided under the Section(s) of this Policy shown against them below and not any other section

## Fair Processing Notice

Arch Insurance (UK) Limited is part of Arch Insurance Group ('Arch'). Arch is the data controller for the personal information you provide and we are committed to keeping your information safe and secure. We will use your personal information to communicate with you and to provide you with the products and services you need or are of interest. We also share information with other companies including insurers and finance companies to assess and obtain the quotes and covers you may need. We will also share information with other organisations where we need to do so by law. Our Fair Processing Notice can be found on our website <http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy> which explains in more detail how we use and share your personal information.

