
Property Owners Insurance Statement of Fact

Important Notice

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

This document comprises:

- 1. Statement of Fact;**
- 2. Notice to Policyholders (if applicable); and**
- 3. The Schedule**

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
 - 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 insured 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
- 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 Your knowledge the premises have never been flooded and/or do not show signs of ever having been flooded
- To Your 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:-

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 writing to the Data Protection Officer, Arch Insurance (UK) Limited, 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN. Please advise Us of as much detail as possible to comply with Your request.

Property Owners

Name:
99 Bath Road Management Company Limited
Address:
Unit 2-3 Dorcan Business Villa, Murdock Road
Dorcan
Swindon
Wiltshire
Postcode:
SN3 5HY

Your Agent is:
Movo Partnership Ltd
Address:
30 High Street
Chislehurst
London

Agent No:
A9958

Business	Property Owner
----------	----------------

Policyholder 99 Bath Road Management Company Limited

Effective Date	12 January 2025	Renewal Date	12 January 2026
Expiry Date	11 January 2026	Date of Issue	11 December 2024

Total Premium	£5,172.55
Includes	IPT £554.20

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.

Notice to Policyholders

Arch Property Owners Policy

This document is issued for Your assistance. It summarises the updates We have made to the Arch Property Owners Policy which will be effective from Your renewal date. It does not contain a record of every amendment and it does not form part of Your Policy documents. Please ensure that You read in full any documentation provided in conjunction with the updated Arch Property Owners Policy wording to determine the full terms, conditions, limitations and exclusions of the Policy cover.

If you have any questions please contact your insurance agent.

Amendments to cover:

Section and/or sub-section	Summary of Changes to the Policy
Insurers	
Equipment Breakdown Section	The Insurer has changed from HSB Engineering Insurance Limited to Arch Insurance (UK) Limited.
General Definitions	
Buildings	Updated definition.
Epidemic Disease	Updated definition.
Subjectivity	New definition added.
Territorial Limits	Updated definition clarifying that it does not include offshore.
Unoccupied	Updated definition clarifying the meaning of 'Unoccupied'.
War	New definition added.
Your Obligations	
Unoccupancy	Updated the references to Unoccupied Buildings.
General Exclusions	
Cyber	Updated the Sections which this is not applicable to. Exclusion of hoax or threat now added.
Epidemic or Pandemic Disease	Updated the Sections which this is not applicable to.
Other Insurance	Previously under General Conditions and not applicable to Legal Expenses section as now has own specific terms.
Premium Payment	Previously under General Conditions.
War and Government Action	Updated to incorporate the new War definition.
General Conditions	
Sanctions	Updated condition.
Subjectivity	Updated to now include the previous Surveys and Risk Improvements condition. You will now need to allow us access within 60 days of renewal/inception, unless otherwise agreed. Details of the cancellation process is included.
VAT	Updated condition.

Property Section	
Definitions	
Flood	New definition added.
Reinstatement	Updated definition to include various fees as defined.
Exclusions	

Fraud/dishonesty/deception	Updated exclusion. Clarified that acts of fraud or dishonesty only applies by You or others on Your behalf but also We exclude Damage by deception etc.
Heat application	Updated exclusion; cover only applies to the part undergoing heat or self ignition etc.
Cessation of work	Updated exclusion; excludes Damage caused by cessation of work and others.
Storm or falling trees	Updated exclusion to exclude felling, lopping or pruning of trees connected with storm or falling trees.
Unoccupied Buildings	Updated exclusion; cover now restricted to fire, lightning, explosion, aircraft or earthquake in the event Buildings become Unoccupied. Cover still subject to Obligation.
Subsidence, landslip or heave	New exclusion added.
Illegal cultivation of drugs	New exclusion added to clarify not regarded as an act by malicious persons or similar but note updated extension to allow by tenant.
Extensions	
Asbestos	New extension added: We will pay for Asbestos debris removal if We pay for Damage to Property Insured which is contaminated by it, despite the General Exclusion for Asbestos.
Capital Additions	Amended cover; the sub-limit is in addition to Sums Insured.
Failure of Tenants Insurances	Amended cover; the sub-limit is in addition to Sums Insured.
Illegal cultivation of drugs	Sub-limit increased to £250,000 in any one period of insurance but clarified that the provisos apply to all tenants other than obtaining formal photo identification which is only required in respect of residential tenants.
Landscape Damage	Clarified that the sub-limit applies in any one period of insurance.
Loss Minimisation	Amended cover; sub-limit is in addition to Sums Insured in any one period of insurance.
Munitions	New extension added to include Damage to Property Insured Caused By the detonation of munitions of War.
Removal of wasps and bees nests	Clarified that the sub-limit applies in any one period of insurance.
Replacement Locks	Amended cover; sub-limit is in addition to Sums Insured.
Temporary Removal	Clarified that the Transit element is only for the purposes of temporary removal for cleaning, renovation or repair.
Trace and Access	Clarified that this extension only applies as result of Insured Damage.
Tree Felling	Amended cover; sub-limit is in addition to Sums Insured.
Basis of Settlement	
Day One Reinstatement Basis	Clarified that Declared Value needs to be adequate at commencement of cover.
Conditions	
Index Linking	Expanded cover to allow for the benefit of index linking throughout the current period of insurance.
Other Interests	Range of interested parties extended.

Reinstatement	New condition added to clarify documents You need to provide in the event of Property Insured being replaced or reinstated.
Subrogation waiver	Condition extended to include Tenant or lessee.

Equipment Breakdown Section	
Definitions	
Service Provider	New definition added.
Exclusions	
Service Provider	New exclusion to clarify no cover following deliberate decision to stop using a Service Provider.

Rental Income Section	
Definitions	
Extension Event	New definition added.
Extension Events (Damage)	
Capital Additions	Amended cover; sub-limit is in addition to Sums Insured.
Inadvertent Failure to Insure	Amended cover; sub-limit is in addition to Sums Insured.
Loss of Attraction	Altered to be more relevant to You as a Property Owner.
Property Within One Mile of the Premises	Clarified that the sub-limit applies in any one period of insurance.
Utilities	New extension added to replace the previous Failure of Utilities Extension and to cover Damage at supplier's premises. Altered to be more relevant to You as a property owner by being applicable to Tenants' supply.
Extension Events (Non-Damage)	
Disease, Infestation and Defective Sanitation	Altered to be more relevant to You as a Property Owner and updated references to legionella Codes of Practice.
Local Emergency	Amended cover to apply in respect of Your Tenants' business.
Basis of Settlement	
Additional Increase in Cost of Working	Amended cover; sub-limit is in addition to Sums Insured.
Settlement Conditions	
Extension Events	Amended cover; overall limit has been extended to match the Rental Income Sum Insured.
Subrogation waiver	New condition added.
Rental Income: Premium Adjustment Condition	Condition removed.

Liability Section	
Definitions	
Products Supplied	New definition added.
Conditions	

Bona Fide Sub-Contractors Condition	Condition amended to detail the indemnity limits required by sub-contractors.
Employers Liability sub-Section	
Insuring Clauses	
	Indemnity Limit previously referred to as Limit of Indemnity, now amended to match schedule. Clarified that the Indemnity Limit applies to each Insuring Clause (previously referred to as Coverages) unless a lower limit applies.
Employers Liability: Exclusions	
Overseas Actions	New exclusion added.
Overseas Subsidiaries, Branches and Representatives	New exclusion added.
Statutory Liabilities	New exclusion added.

Property Owners Liability sub-Section	
Exclusions	
Overseas Subsidiaries, Branches and Representatives	New exclusion added.

Legal Expenses	
Our Agreement	Proviso 4. updated.
Definitions	
Countries Covered	Amended Definition.
Legal Defence	
1.Criminal pre-proceedings cover	What is covered; amended clause.
6. Jury service and court attendance	What is covered, part 2 amended.
Contract disputes	What is not covered, part 2 b amended. Part 6 removed.
Debt Recovery	What is not covered, part 2 b amended.
Property protection	Amended section.
Personal injury	What is not covered, part 4; amended.
Tax protection	What is not covered, part 3; amended. Part 5 removed.
Exclusions	
Late report claims	Amended exclusion.
Defamation	Amended exclusion.
Conditions	
Fraudulent claims	New condition added.
Claims under this Section by a third party	New condition added.
Other Insurances	New condition added.

Terrorism Section	
Definitions	
Damage/Damaged	New definition added.
Insuring Clause	
Cover	Amended in order to be relevant to You as a Property Owner. Also clarified that claims settled in accordance with the sums insured under the Policy sections for Property and Rental Income together with their respective limits and extensions other than Loss of Attraction, Property Within One Mile of the Premises and Utilities as appropriate extensions already apply within the Terrorism Section. Looting removed and added as an extension.
Extension Events	
Brand Rehabilitation	Amended cover; maximum sub-limit increased to £500,000.
Claims Preparation Costs	Amended cover; any one claim limit amended to lesser of 10% or £50,000.
Court Attendance	New extension added.
Damage to Property of Telecommunications Supplier	Amended cover; maximum sub-limit increased to lesser of 10% or £2,500,000 in any one period of insurance.
Damage to Property of Utility Supplier	Amended cover; maximum sub-limit increased to lesser of 10% or £2,500,000 in any one period of insurance.
Damage at premises of Customers and Suppliers	Extension removed.
Damage to Your Property Away from the Premises	Extension removed.
Loss of Attraction	New extension added.
Loss of Rent and Alternative Accommodation	Extension removed; cover provided under relevant Property Section extension.
Pollution and/or Contamination Clean Up	Amended cover; wider cover provided by this extension with a limit of £2,500,000.
Prevention of Access	Amended cover; maximum limit increased to lesser of 20% or £2,500,000 in any one period of insurance.
Threat of Hoax	Amended cover; maximum limit increased to lesser of 20% or £1,000,000 in any one period of insurance.
Exclusions	
Land and Land Values	New exclusion added.
Pollution	Exclusion amended to remove Caused By Damage; Pollution Extension updated.
Prevention or Control of Terrorism	Exclusion amended to apply in all circumstances.

Engineering Inspection Section	
Contract Terms	Updated terms and conditions regarding provision of inspection services by HSB including but not limited to Cancellation, Obligations and Standard of Care. Please review section carefully

	to ensure still satisfies your requirements.
--	--

Privacy Notices	These have all been updated.
------------------------	------------------------------

Important

If you are aware of any claim or circumstance that may give rise to a claim, it is important that you notify us as soon as reasonably practicable:

For legal expenses claims visit the following website: www.das.co.uk/legal-protection/how-to-claim or call **0370 755 3111**.

For all other claims email commercial.claims@archinsurance.com or call **0345 258 3880**

Cover Summary	Cover Selected
Arch Risk Management	✓
Property	✓
Equipment Breakdown	✓
Rental Income	✗
Liability	
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 99 Bath Road, Swindon, Wiltshire, SN1 4AX
Premises Occupation(s) Block of Flats - Professional Conversion

Property

Cover	Declared Value	Sum Insured
Buildings	(£2,225,886)	£2,559,769
Residential Loss of Rent and Alternative Accommodation		20%
Contents		£31,000

The Excess for all items in this Section is £250 each and every loss, unless otherwise stated

Damage Connected With	applies to Cover	Excess
Escape of water	all items	£500
Subsidence	all items	£1,000

Terrorism

Insured

Rental Income

Not Insured

Equipment Breakdown Section

Cover		Indemnity Limit	Excess
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

Cover		Indemnity Limit	Excess
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

Cover	Indemnity Limit
Employers Liability	£10,000,000
Description	Employee Wageroll
Property Maintenance	£1,000

Legal Expenses

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

