



POLICY NUMBER: 9132136K

Effective Date: 24 Mar 2020 00:00

Expires on: 23 Mar 2021 24:00

## OPTIMA PROPERTY OWNERS STATEMENT OF FACT AND SCHEDULE

Agent Number	24892N	Date of issue	10 Feb 2020
Agency Reference	430897504	Reason for issue	New Business
Agency Contact Name	Joseph Beattie		
Agent	Abaco Insurance Brokers Limited		
Agent's Telephone No	?		
Agent's Email Address	Joe.beattie@abacoinsurance.co.uk		

New Business Premium	£551.59
Insurance Premium Tax	£66.19
Total Premium	£617.78

Insured Name	Sherbourne House Management Limited
Trading Name	Sherbourne House Management Limited
Company Status	Limited
Business	Property Owner
Year Commenced in Business	2002
Correspondence Address	67 Newhall Street Birmingham West Midlands United Kingdom B3 1NQ

This statement of fact should be read in conjunction with the attached policy schedule and policy wording. Please click the following links to obtain the policy wordings:

[www.ageas.co.uk/documents/commercial/com012-sep-2017-optima-property-owners-policy.pdf](http://www.ageas.co.uk/documents/commercial/com012-sep-2017-optima-property-owners-policy.pdf) ,  
[www.ageas.co.uk/documents/legal/leg33-jun-2015-business-legal-guard-policy.pdf](http://www.ageas.co.uk/documents/legal/leg33-jun-2015-business-legal-guard-policy.pdf)

Alternatively if this is a printed document, type the internet address into your browser address bar. Should you require a printed version of the policy wording please contact your agent.

The term Optima Property Owners is also deemed to include the Business Legal Guard policy and the statements contained within this Statement of Fact apply to that **policy** too.

You must make a fair presentation of the risks to us. This means you must disclose every material fact and circumstance which you know or ought to know and not make misrepresentation to us. If you are in any doubt or require clarification of what must be declared to us, please discuss this with your agent.

You should read this statement of fact carefully and verify that all material facts and circumstances have been disclosed to us and that the information contained within it is correct prior to the risk being placed on cover.

Any incorrect information must be notified to your agent immediately since providing us with inaccurate information or failing to tell us of anything which may increase the risk may lead to this quotation being withdrawn or, if the risk is placed on cover, your policy being voided or claims not being paid or being paid in part only.

## COVER DETAILS

**This policy schedule shows the sections and sub-sections that are operative under your policy.**

**If a section or sub-section is shown as Not Insured and you require such cover, please contact your agent.**

**For full details of the cover provided, please refer to your policy wording.**

### Ageas Insurance Limited

Registered Office Address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA Registered in England and Wales No 354568  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.



### Important Notice

**You** have a duty to make a fair presentation of all material facts and circumstances to **us**. To assist **your** understanding of which facts and circumstances are material to **us**, here are some key examples:

- **Who you are** - the legal entity that owns the **business**
- **Business status** - sole proprietor, partnership, limited liability partnership or a limited company
- **Premises** - construction type, security protections and also the rebuilding or replacement values applicable to the **property**
- **Type of occupancy** - how the premises are occupied
- **Personal and business history** - the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact. If **you** are in any doubt or require clarification of what must be declared to **us**, please discuss this with **your agent**.

This **policy** does not cover maintenance of **your property**. That means **we** will not pay for the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility. **You** have a duty to keep **your property** in good repair, and take all practical steps to avoid loss or **damage**.



Whenever individual words within the statements appear in bold they have a specific meaning which is defined in the policy wording under the section headed Definitions. A copy of the policy wording is either included or is available from your agent.

**Optima Property Owners**  
Answers provided by **your agent** on **your** behalf

**It is a statement of fact that:**

Neither **you** nor any **director** or **partner** of the trade or **business** or its subsidiary companies, either personally or in any business capacity has ever:

- been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings
- had a proposal refused or declined or ever had an insurance cancelled, renewal refused or had special terms imposed
- had any convictions or criminal offences which are not spent under the Rehabilitation of Offenders Act or has any prosecutions pending

The **business**

- complies with Regulatory Reform (Fire Safety) Order 2005 or the equivalent legislation in Scotland and Northern Ireland

Losses or incidents giving rise to losses in the last 5 years: None

**Premises 1**

Premises Address                      Flat 1- 3, Sherbourne House  
    Vicarage Lane  
    Sherbourne  
    Warwick  
    Warwickshire  
    United Kingdom  
    CV35 8AB

Are the walls constructed solely of brick, stone or concrete and roofed with slates, tiles or concrete?	Yes
Number of wooden floors?	2
Number of concrete floors?	0
Method of heating?	Radiators - Hot Water
Type of heating fuel?	Gas
Has the <b>property</b> or adjacent property suffered from, or do they show visible signs of damage from subsidence, landslip or ground heave?	No
Year <b>premises</b> were built?	1900
Are the <b>premises</b> in an area with history of flooding?	No
Location	Not Advised
Has the electrical installation been inspected during the last 5 years?	No
Do the <b>premises</b> have a current IEE electrical certificate?	No
Is there a planned building maintenance programme in place?	No
Percentage of the <b>premises</b> that are unused, unfurnished or unoccupied?	0%
Do the <b>premises</b> have a full repairing lease?	No
From what date has the proposer owned the property?	24/03/2019
Number of flats or units contained within the <b>premises</b> ?	3
Type of commercial occupant?	Not Advised
Number of tenancy agreements held for this type of occupant?	0
Type of residential occupant?	Residential
Number of tenancy agreements held for this type of occupant?	4
Is there an ATM on the <b>premises</b> ?	No
Is there an intruder alarm installed at the <b>premises</b> ?	No
What additional security is there in place at the <b>premises</b> ?	None
What access control is present at the <b>premises</b> ?	Not Advised
Is there a sprinkler system installed at the <b>premises</b> ?	No
Details of an organisation responsible for managing the property?	Not Advised
Details of any party with an interest in the <b>premises</b> ?	Not Advised



**OPTIMA PROPERTY OWNERS POLICY SCHEDULE**

**New Business**

**Property Summary**

The **premises** for which insurance has been arranged under this Policy being:

**Premises 1** Flat 1- 3, Sherbourne House Vicarage Lane Sherbourne Warwick Warwickshire United Kingdom CV35 8AB

**Summary of Endorsements Applicable to the Policy**

The following endorsements are applicable to this **policy**

**Endorsements applicable to ALL Premises**

Endorsement Number	Endorsement Title
PO80	Definitions, Cover Causes & Exclusions Amendment - Please see the attached quote document for the full wording.

**Additional Endorsements Applicable Per Premises**

Premises	Endorsement Number	Endorsement Title
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Refer to the attached continuation schedule located at the end of the schedule for the full wordings of all endorsements noted above, claim notification details and additional helpline numbers available to you.

**OPTIMA PROPERTY OWNERS POLICY SCHEDULE****New Business**

Premises	Risk Address	Occupied As
1	Flat 1- 3, Sherbourne House Vicarage Lane Sherbourne Warwick Warwickshire United Kingdom CV35 8AB	Residential

Effective From : 24 Mar 2020 00:00

Expires on : 23 Mar 2021 24:00

Refer to policy wording for details of the Cover Causes

**PROPERTY SECTION****Sub-Section A - Buildings**

Cover	Cover Causes	Declared Value	Sum Insured	Basis of Settlement
<b>Buildings</b> (all buildings unless otherwise specified below)	1,2,3,4,5	£874,325	£1,092,907	D

**Sub-Section B Contents**

Cover	Cover Causes	Sum Insured	Basis of Settlement
Contents - Common Areas	1,2,3,4,5	£20,000	R

**Sub-Section C - Glass, Blinds and Signs**

Insured - see policy wording for further details

**Sub-Section D - Machinery Breakdown**

	Limit
Breakdown of Covered Equipment	£1,000,000
Terrorism Extension	Not Insured

**Excesses applicable to the Property Section**

Excess applicable to each and every claim unless specified otherwise below or in the policy wording £100

**Subsidence** £1,000

Where a claim is made under more than one section or sub-section for the same event and at the same location, only the higher excess will be applied.

Any additional excesses are shown in the endorsements applicable to the policy which are detailed in the attached continuation schedule located at the end of the schedule



**LOSS OF RENT SECTION**

**Sub Section A - Rent**

	<b>Cover Causes</b>	<b>Max Indemnity Period</b>	<b>Sum Insured</b>
<b>Rent Receivable</b>	1,2,3,4,5	12 mths	£169,772

**Sub-Section B - Alternative Accommodation**

	<b>Cover Causes</b>	<b>Max Indemnity Period</b>	<b>Sum Insured</b>
<b>Alternative Accommodation</b>	1,2,3,4,5	12 mths	£84,886

**Sub-Section C - Machinery Breakdown**

	<b>Limit</b>
Breakdown of <b>Covered Equipment</b>	£50,000

**Loss of Rent Section Extensions - see individual Extension Wordings**

	<b>Limit</b>
Denial of Access	£169,772
Public Utilities	£169,772
<b>Terrorism Extension</b>	Not Insured

**LIABILITY SECTION**

**Sub-Section A - Employers' Liability** Not Insured

**Sub-Section B - Public Liability**

Limit of Indemnity £5,000,000

Limit of indemnity in respect of **terrorism** £2,000,000 or the Public Liability limit of indemnity whichever is lower

**Excesses applicable to the Liability Section**

**Excess** applicable to each and every **property** damage claim under Sub-Section B £100

**Excess** applicable to each and every **injury** claims under Sub-Section B £0

**Any additional excesses are shown in the endorsements applicable to the policy which are detailed in the attached continuation schedule located at the end of the schedule.**

**LEGAL EXPENSES SECTION**

Please refer to the separate Business Legal Guard Policy wording for full details

**Legal Guard**

Limit of Indemnity £100,000

**Legal Expenses Extensions**

**Limit of Indemnity**

Landlord's Legal Guard Not Insured

Family Legal Guard Not Insured

**DIRECTORS' AND OFFICERS' LIABILITY SECTION**

Not Insured

**Summary of Interested Parties - Applicable to Premises 1** None

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**PO80 Amendment to Definitions, General Exclusions and Terrorism Extensions**

Applicable to the whole **policy**

**Applicable to the Definitions Section**

The definitions of Data, Denial of Service Attack, Hacking, Phishing, System and Virus are cancelled and replaced by the following:

**Data**

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

**Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

**Hacking**

Unauthorised access to any **system** whether owned by **you** or not.

**Phishing**

Any access or attempted access to **data** made by means of misrepresentation or deception.

**System**

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

**Virus**

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **systems**, **data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

**Applicable to the General Exclusions Section**

Exclusion 5 Electronic Risks is cancelled and replaced by the following:

**5 Electronic Risks**

This **policy** does not cover any **damage**, **injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **damage** to any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus**, **hacking**, **phishing**, **denial of service attack** or failure of any external network
- b loss, alteration, modification, distortion, erasure, corruption or **hacking of data**
- c any misinterpretation, use or misuse of **data**
- d unauthorised transmission of **data** to any third party or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by, contributed to by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** to insured **property** which results from a cover cause, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

**Applicable to the Property Section**

Extension 17 Terrorism is cancelled and replaced by the following:



**Extension 17 Terrorism**

If Terrorism cover is shown on the **schedule**, we will pay for **damage** or loss resulting from **damage** to insured **property** as shown on the **schedule** within the **territorial limits** caused by **terrorism** occurring during the **period of insurance** provided that:

- a in any action suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this extension the burden of proving that such **damage** is covered will be upon **you**
- b this extension is not subject to any of the exclusions specified in this **policy** other than as specified in exclusions i to vii of this extension
- c this extension is subject to all the terms and conditions of this **policy** unless otherwise specified in this extension
- d **our** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **period of insurance** will not exceed the sums insured or limits shown on the **schedule** in respect of insured **property** or as otherwise specified in the **policy**.

**We** will not pay for:

- i **damage** to any **building** or **property** therein insured under this **policy**, in the name of an individual or individuals, which is occupied as a private residence or any part thereof which is so occupied except as expressly varied in exclusions ii and iv of this extension
- ii **damage** to blocks of flats and/or private dwelling houses or **property** therein insured under this **policy**, in the name of an individual or individuals, (other than where such individuals are sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) and provided they do not occupy any part of the property for their own residential purposes)
- iii **damage** to any **building** or **property** therein insured under this **policy**, in the name of an individual or individuals (where such individuals are trustees or executors of a will or beneficiaries of such trust or will), which is occupied as a private residence where any part of the **building** is occupied by such individuals except as expressly varied in exclusion iv of this extension
- iv **damage** to any **building** or **property** therein comprising mixed commercial and residential usage which is insured under this **policy**, in the name of an individual or individuals, and/or owned and/or occupied in any part by such individual or individuals unless the commercially occupied proportion of the **building** is more than 20%
- v chemical, biological or radioactive contamination defined as any losses whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:
  - a the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - b ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - c chemical, biological or radiological irritants, contaminants or pollutants in respect of properties occupied as a private residence or any part thereof which is so occupied and/or **property** therein insured under this **policy**, in the name of an individual or individuals, except where such properties are insured for **terrorism** under this extension by virtue of the variations to exclusions ii or iv of this extension
- vi riot, civil commotion, war and allied risks defined as any loss whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- vii remote digital interference defined as any losses whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
  - a **damage** to any **system**, or
  - b any alteration, modification, distortion, erasure or corruption of **data** whether owned by **you** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or **hacking** or **phishing** or **denial of service attack**.

**Proviso to exclusion vii**

- 1 **We** will pay for the cost of reinstatement, replacement or repair in respect of **damage** to insured **property**
- 2 **We** will pay for loss of **rent receivable** as a result of interruption of or interference with the **business** as a direct result of either:
  - a **damage** to insured **property**, or
  - b **damage** to other **property** within one mile of the insured **property** by **terrorism** which prevents or physically hinders the use of or access to the insured **property**
- 3 **Our** liability for any loss under items 1 or 2 of this proviso (which would otherwise fall within exclusion vii of this extension) is on the condition that such loss:
  - i results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of **buildings** or structures, plant or machinery other than any **system**, and
  - ii is not proximately caused by **terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- 4 If the **damage** to insured **property** indirectly results from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of one or more of the causes listed in item 3 i of this proviso results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, **we** will pay **you** in accordance with items 1 or 2 of this proviso.
- 5 **We** will not pay for any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** other than under item 4 of this proviso.

For the purposes of this proviso only, the definition of **property** excludes **data**, **money**, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatsoever.

**Condition to Extension 17 Terrorism**

If this **policy** is subject to any Long Term Agreement or Undertaking it does not apply to this extension.

**Condition Precedent to Liability to Extension 17 Terrorism**

It is a condition precedent to **our** liability to pay claims that:

- a **you** have purchased cover in respect of **terrorism** from a Pool Reinsurance Company Limited member company in respect of all property and premises owned by **you** or for which **you** are responsible and that are eligible for such cover. A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
- b the Treasury has issued a certificate certifying that **terrorism** is the cause of the loss or **damage** or, if the Treasury has refused to issue a certificate, a tribunal formed by agreement between **us** and Pool Reinsurance Company Limited concludes that **terrorism** was the cause of the loss or **damage**.

For the purposes of this condition, property and premises owned by **you** or for which **you** are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements.

Extension 18 Terrorism – Residential Property is cancelled and replaced by the following:

**18 Terrorism – Residential Property**

**We** will pay for **damage** to any **building** or **property** therein and subsequent loss of **rent receivable** or **cost of alternative accommodation** within the **territorial limits** caused by **terrorism** occurring during the **period of insurance** provided that:

- a the **buildings** are used exclusively as a private residence
- b the **property** is insured under this **policy**, in the name of an individual or individuals, (other than sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) unless any such individual occupies any part of the property for

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their own residential purposes)

- c in respect of **damage** to insured **property** and subsequent loss of **rent receivable** or **cost of alternative accommodation**, our liability in total for any one loss occurrence will not exceed the applicable sums insured or limits shown on the **schedule** or as otherwise specified in the policy wording.

**We** will not pay for any loss or **damage** whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:

- i chemical, biological or radiological irritants, contagions, contaminants, pollutants or germs including the threat of release or explosion of such
- ii the use or threat of use or explosion of any nuclear device or radioactive substance.

For the purpose of this extension, a loss occurrence means all individual losses arising during a continuous period of twelve hours.

#### **Applicable to the Loss of Rent Section**

The Terrorism Extension to the Loss of Rent Section is cancelled and replaced by the following:

Where Extensions 17 Terrorism or 18 Terrorism – Residential Property of the Property Section is operative, **terrorism** cover is also provided by this section. Any payment in respect of **terrorism** under this section will be subject to the same exclusions and conditions applicable to that extension.



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## CLAIM NOTIFICATION

If **you** need to make a claim, please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. The claims handler will take full details of the claim and guide **you** through the next steps. Alternatively **you** can write to Commercial Claims Department, Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucestershire, GL3 4FA.

If **you** need to make a legal expenses claim and this section is shown as being operative on the **schedule you** can request a claim form between 9.00am and 5.00pm Monday to Friday (except bank holidays) by telephoning **0345 122 8930**.

Full claims procedures are noted in the **policy** wording(s).

## LEGAL AND BUSINESS HELPLINE SERVICES

As an Ageas policyholder with a current **policy**, **you** are automatically entitled to the following helpline services.

To help **us** to check and improve **our** service standards, calls are recorded.

### **BUSINESS LEGAL ADVICE - 0345 122 8931**

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems under the laws of the countries of **Europe**.

### **UK TAX ADVICE - 0345 122 8931**

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters under the laws of England, Scotland, Wales and Northern Ireland.

### **REDUNDANCY APPROVAL - 0345 322 0176**

This service is available 9.00am and 5.00pm on weekdays (except bank holidays) to provide specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

### **CONFIDENTIAL COUNSELLING HELPLINE - 0345 122 8934**

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice. **Our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement.

### **BUSINESS EMERGENCY ASSISTANCE - 0345 122 8935**

This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes **damage** to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the **damage** is insured **you** will be able to make a claim for repair of the **damage**.

**Please do not phone the helpline service numbers to report an insurance claim.**

The helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.