AmTrust Europe
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Purpose Built Blocks of Flats
Property Owners Insurance Statement Of Fact

About Your Statement of Fact

This document is a Statement of Fact showing the information provided to your Broker on 29 February 2024 and should be read together with the quotation letter and summary of cover which have been provided to you. By signing this Statement of Fact you are confirming that all relevant information has been fully disclosed and that full and true answers have been given to all questions. If you are in any doubt as to whether information is relevant or material you should contact your Broker. If you have not given full and true answers to all questions asked on this Statement of Fact, your insurance may not protect you in the event of a claim.

The Law Applicable to this Policy

This **Policy** shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

A copy of the policy is available on request.

Your Details

Reference number	00175611
Client Details	LONDONIST INTERNATIONAL MANGEMENT LTD 53 Warminster Road London SE25 4DQ
Date Insurance is to commence	01 March 2024
Date Insurance Expires	28 February 2025
Issuing Broker	Protect Commercial Insurance Solutions Ltd
Business Description	Property Owners

What You Need to Do

- Please read all documents carefully
- If any of the information contained within this document or the enclosed documents is incorrect, please advise your Broker immediately

If You Would Like to Accept This Quotation

- Contact your Broker to start your insurance cover

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Acceptance Criteria

The acceptance criteria of this cover is subject to the following statements being true

General Details

Has the Applicant or any Owner, Partner or Director of the business:	
a) been convicted of or charged (but not yet tried) with or cautioned for a criminal offence other than a motoring offence in the last 3 years?	No
b) had a County court judgments against them?	No
c) been declared bankrupt or insolvent or been a director of a company that has gone into liquidation other than voluntary solvent liquidation?	No
d) been prosecuted for breach of any Health and Safety Act regulation or any other legislation relevant to the business?	No
Can you confirm that the Rental Agreement is direct between you or your agent and the Tenant?	Yes
Can you confirm that background checks, including financial credit checks on all tenants, have been carried out and that there is a minimum 6 month agreement between the tenant and landlord even if it is through an agent?	Yes
If the Rental Agreement is between the Local Authority/Housing Association, Please confirm that the property is to be let for a minimum of a 6 month basis to the Local Authority/Housing Association on a full repair agreement and that it will NOT be used for emergency housing?	N/a
Are there any current or on-going disputes with any tenants including but not limited to rental arrears or eviction?	No

Premises and Outbuildings

Have the premises, or any building in the vicinity, been affected by flooding or subsidence?	No
Are the premises free from evidence of cracking?	Yes
Are there any trees or shrubs within 5 metres of the property that are more than 5 metres tall?	No
Have any of the premises been underpinned?	No
Are any of the premises erected on made up ground (for example filled pit(s), rubbish tip(s)) ?	No
Are any of the premises situated within 250 metres of a seafront, river bank or lake?	No
Are any of the premises situated within 250 metres of a cliff or quarry?	No
Are any of the premises to be insured specially exposed to any of the covers for which insurance is required?	No
The Premises is heated only by low pressure hot water apparatus, fixed gas, fixed electrical, fixed oil-fired appliances or wood burners and open fires (Subject to endorsement)?	Yes
Have you confirmed that the Premises is not a ***Grade I*** Listed Building (or a ***grade A*** in Scotland) or of other special architectural or historical interest?	Yes
Have you confirmed that the Premises not a ***Grade 2*** Listed Building or of other special architectural or historical interest?	Yes
Are there are any internal features, such as ornate ceilings, Floors or panelling which would form part of the listing	No
Have you confirmed that all gas appliances are checked annually by a GAS SAFE registered member	Yes
Has the electrical installation / system within the property (or the Insured's portion of the property) been inspected and tested by a member of the National Inspection Council for Electrical Installation Contracting in accordance with IEE Regulations for electrical installations and an inspection certificate been issued following such inspection?	Yes

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Premises and Outbuildings	
Does the construction of the property include any external cladding?	No
The Premises is not due to undergo alteration, repair or renovation within the next 12 months?	Yes
Are the premises to be left unoccupied for more than 90 days at any one time or whilst seeking a new tenant?	No
The Premises are protected by an automatic fire alarm or smoke detectors providing protection for all bedrooms, kitchens and communal rooms?	Yes
The Premises is not an individual flat within a building?	Yes
There is no cooking in rooms other than those in rooms fitted for and designed as kitchens?	Yes
Will the premises be maintained in a good state of repair?	Yes
You confirmed that the surrounding properties are in a good state of repair?	Yes
You have confirmed that the property does not have a basement area converted for residential use. i.e. where the basement area was originally designed for storage use or similar and has since been converted for habitational use, or a basement that has in some way been added to a property that did not originally have one.	Yes

Business Details	
Are contracts entered into which may affect your liability under statute or common law?	No
Is your machinery and plant (for example lifts and commercial boilers) in good order and where appropriate inspected?	Yes

What You Have told us

Please read the following information carefully. It is a record of the latest information you have either provided to your Broker or has been assumed. If you disagree with any of the statements then you must contact your Broker.

Purpose Built Flats	
Location	53 Warminster Road London UNITED KINGDOM SE25 4DQ
Premises Type	Purpose Built Flats - Concrete Floors
Tenant Type	Professional
Does the Tenant receive any of the following? • Income-based Jobseeker's Allowance • Income-related Employment and Support Allowance • Income Support • Working Tax Credit • Housing Benefit	No
Premises was constructed after	1800
Wall Construction	Brick, stone, metal or concrete
Floor Construction	Purpose Built Flats - Concrete Floors
Roof Construction	Slates, tiles, metal and or concrete pitched roof with 0% to 25% Flat Felt on Timber roof and under 10 years old
Number of Floors	4

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3 Year Losses, Incidents and Claims history

Have you or any owner partner or director of the business suffered any Losses, incidents or claims in the past 3 years irrespective of whether it was declined by an insurer or there wasn't an insurance policy in place at the time?	No
Details:	Number: 0 Totalling £0.00

Perils and Policy excesses

Any applicable **excess** or time **excess** will apply in respect of any one occurrence unless otherwise stated

Section 1. Property Damage **Peril**	**Amount**	
a. Fire	Nil	any one occurrence
b. Lightning	Nil	any one occurrence
c. Explosion	Nil	any one occurrence
d. Aircraft or other aerial devices or articles dropped from them;	£250	any one occurrence
e. Smoke	£250	any one occurrence
f. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons	£250	any one occurrence
g. Theft or attempted Theft.	£350	any one occurrence
h. Earthquake;	£250	any one occurrence
f. Storm;	250	any one occurrence
j. flood;	£250	any one occurrence
k. overflowing, discharge or leaking of any sprinkler apparatus	£250	any one occurrence
l. Escape of water from any tank, apparatus or pipe or escape of oil from a fixed oil fired heating installation;	£500	any one occurrence
m. Impact by any vehicle or animal;	£250	any one occurrence
n. Subsidence, ground heave and landslip;	£5,000	any one occurrence
Extension to Section 1 *Accidental Damage*;	£250	any one occurrence
Section 2. Loss of Rent	£250	any one occurrence
Section 3. Property Owners Liability	£250	any one occurrence
Section 4. Legal Expenses	£250	any one occurrence

Additional Terms and Conditions

INCREASED EXCESS PERILS CLAUSE: It is hereby noted and agreed that Section 1 - Property Damage Cover and Section 2 – Loss of Rent, the Excess in respect of Damage by Insured Peril j – Flood, to any basement or basement area, whether partly or entirely below ground level, of the premises is increased to £2,500

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Policy Endorsements

Malicious Damage by Tenant

We will pay the costs incurred by **You** as a result of loss or **Damage** to the **Buildings** caused by malicious persons where the person who caused the **Damage** was authorised to be on the **Premises** at the time of the **Damage**.
The maximum amount **We** will pay is £5,000 for any one claim.

Open fires and wood burning condition

The following condition attaches to and forms part of **Conditions to Sections 1**
It is a condition precedent to *Insurer's* liability that:

A. all open fires and wood burners are fitted with a safety spark screen; and

B. an area of at least one (1) meter around the fire or burner is kept clear at all times; and

C. the fire is fully extinguished prior to the *Insured Premises* being vacated; and

D. the chimney is inspected every twelve (12) months by a certified chimney professional and any defect identified from such inspection or otherwise must be repaired immediately at the *Insured's* expense.

All other terms and conditions remain unaltered

Security

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by **Defined Perils** of fire, explosion, theft and malicious persons will be excluded.

a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without **Our** prior consent and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriate times.

b) **You** must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations.

c) **You** must ensure that:
   i) all external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
   ii) all windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks.

d) **You** must notify **Us** as soon as possible if **You** receive notice:
   i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed; or
   ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system; or
   iii) that any alarm system cannot be returned to or maintained in full working order.

Following any such notice **You** will be responsible for the first 20% of any **Damage** caused by or arising from theft or attempted theft subject to a minimum contribution of £2,500 and, **We** shall have the right to vary terms or cancel cover provided under this **Policy**.

Roof Maintenance

It is a condition precedent to the liability of the *Insurers* under Section 1 Property Damage All Risks that:

a in respect of all areas of flat roofs which are greater than 10 (ten) years old:
   i these are inspected at least once every 2 (two) years by a qualified builder or property surveyor and all defects identified by that inspection are repaired immediately;
   ii all guttering is inspected for blockages or defects by a competent person at inception date or renewal date and at 6 (six) monthly intervals thereafter and all blockages or defects identified by that inspection are repaired immediately;

b in respect of any roofs that have valley gutters such gutters are inspected for blockages or defects by a competent person at inception date or renewal date and at 6 (six) monthly intervals thereafter and all blockages or defects identified by that inspection are repaired immediately;

c a record of all inspections referred to above is made and retained by the *Insured* and is to be available for inspection by the *Insurers* if they so require

Pipe Lagging

You must ensure that within the **Buildings**:

a) there is a heating system linked to a frost-stat and a minimum temperature of 5°C is maintained between 31st October and 31st March, or

b) all pipes are adequately lagged to prevent freezing.

otherwise all **Damage** will be excluded that arises from or is caused by the **Defined Perils** of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe and **Indemnity** under Section 3 will not operate.

Illegal cultivation of drugs

The following clause attaches and forms part of **Extensions to Section 1 & 2**.

A. To the extent of the *Sub-Limit* indicated in the *Schedule*, the *Insurer* will indemnify the *Insured* in respect of *Damage* caused by use of the *Buildings* or part thereof, for the manufacture, cultivation, harvest or processing by any other method, of drugs classed as a controlled substance under the Misuse of Drugs Act (1971) by the *Insured's* tenants.

B. The *Insured* will lose their right to indemnity under this clause if the *Insured* or anyone acting on the *Insured's* behalf does not:-

i) carry out internal and external inspections of the *Buildings* at least once every three months and:

a) maintains a log of such inspections and retains such log for at least 36 (thirty-six) months from such inspections; and

b) carries out six monthly checks of the inspections log;

ii) obtain and record written formal identification of any prospective tenant;

iii) obtain and record details of the tenant's bank account and verify those details by receiving at least one payment from such account; or

iv) obtain and retain the following tenant references prior to agreeing or accepting any new or prospective tenants:

a) a written employer's reference for any new tenant; and

b) a written reference from any previous landlords;

or where **iv) a)** or **b)** are not available, then a professional tenant referencing company must be used to obtain suitable tenant references.

C. The *Insured* will also lose their right to indemnity under this clause if the *Insured* or anyone acting on the *Insured's* behalf:

i) sub-lets any part of the property or allows the property to be sub-let in anyway without the prior written permission of the *Insurer; or*

ii) lets or continues to let the property to the tenant irrespective of negative features contained in the tenancy checks or revealed during the inspections.

No Portable Heating

It is a condition precedent to the liability of the Insurers under this/these Section(s) that there is no use of any form of portable heating equipment in the Premises, other than domestic oil filled radiators with thermostatic cut out and domestic electric fan heaters with thermostatic cut out

Policy Interest

Data Protection and Commercial Underwriting Exchange Notice

We share your information and any subsequent claim information with other insurers, via the Claims and Underwriting Exchange Register run by Insurance Database Services Ltd to check insurance details and prevent fraudulent claims. By purchasing this policy, you consent to such use of your personal data.

The Insurer may occasionally contact you with details of our other products and services.

We may provide information supplied by you to selected third parties, who may contact you in relation to the provision of insurance-related services. If you do not wish us to provide your details to third parties, please notify your Broker in writing.

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Fraud Act 2006 – Important Notice.

If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- not pay **Your** claim; and
- recover (from **You**) any payments **We** have already made in respect of that claim; and
- terminate **Your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any **Incident** which happens after that time and may not return any of the insurance premium(s) already paid.

Disclosure

Before signing the Declaration, please read the Data Protection and Commercial Underwriting Exchange Notice

Declaration

Please read the Declaration carefully and then sign below. If there is more than one proposer then each should sign the Declaration.

I/We have read the Statement of Fact (including the Declaration) supplied.

I/We understand that any material fact, which is information that may influence the Insurers in the acceptance of this insurance and the terms provided, has been disclosed and recorded.

I/We understand that if full and true answers have not been given that this insurance may not protect me/us in the event of a claim

I/We understand that the Insurers will pass the information on this form about any incident I/we may give details of to Insurance Database Services Ltd so that they can make it available to other insurers.

I/We also understand that, in response to any searches the Insurers may make in connection with this application or any incident I/we have given details of, Insurance Database Services Ltd may pass you information it has received from other insurers about other incidents involving anyone insured under this policy.

I/We understand that I/we may be liable to prosecution under the Fraud Act 2006 if I/we have not provided true and complete answers.

I/We declare that to my/our knowledge and belief the answers and particulars given on this Statement of Fact, whether made by me/us or on my/our behalf are true and complete and that I/we have not withheld any relevant or material information

I/We agree that the Policy & Policy Schedule shall be the basis of the contract between me/us and the Insurers.

(DD/MM/YYY) Signature of Proposer(s)

Cover does not commence until the Statement of Fact has been accepted by the Insurers. The Insurers reserve the right to decline any proposal. Some or all the information which you supply to the Insurers in connection with this insurance will be held by the Company on computer and may be passed to other insurance companies for underwriting and claims handling purposes. The Insurers accept no liability before they have authorised the issue of cover. The Insurers are AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.