



Optima Property Owners Schedule
New business

Policy Number PO/5333901L
Date of Issue 22nd January 2019

Ten Insurance Services Limited
Unit D1
Regent Park
Summerleys Road
Princes Risborough
HP27 9LE

Agent Tel 01844 340210
Agent No 24560X
Agent Ref Katy Foster

Policyholder Details

Insured	Wessex Court RTM Company Ltd
Postal Address	Westlecot Manor Mill Lane Swindon Wiltshire SN1 4HF

Policy Details

Policy Number	PO/5333901L		
Effective From	20th January 2019 00:01 hours	Expires On	19th January 2020 24:00 hours
New Business Premium	£4,776.79	This Total Premium is net of No Claims Discount.	
Insurance Premium Tax	£573.21		
Total Premium	£5,350.00		
Reason for Issue	New business		
Business	Property Owner		

Policy Wording

Please click the following link(s) to obtain a copy of the policy wording:

<http://www.ageas.co.uk/documents/commercial/com012-sep-2017-optima-property-owners-policy.pdf>
<http://www.ageas.co.uk/documents/legal/leg33-jun-2015-business-legal-guard-policy.pdf>

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.

Property Summary

The **Premises** for which insurance has been arranged under this policy being:

Premises 1 Wessex Court, Clarence Street, Swindon, Wiltshire, SN1 2DJ

Summary of Endorsements

The following endorsements are applicable to this policy:

Endorsements applicable to ALL premises

Endorsement Number	Endorsement Title
PO80	Amendment to Definitions, General Exclusions and Terrorism

Additional endorsements applicable to premises 1

Endorsement Number	Endorsement Title
S125	Cover subject to Survey

Refer to the attached continuation schedule located at the end of the schedule for the full wordings of all endorsements noted above.

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Premises 1 Risk Address	Wessex Court Clarence Street Swindon Wiltshire SN1 2DJ	Occupied as	Kaspa's Dessert Restaurant Below & 20 Flats Above
Effective from	20th January 2019 00:01 hours	Expires on	19th January 2020 24:00 hours

Please refer to your policy wording for full details of the cover provided.

PROPERTY SECTION

Sub-Section A - Buildings

	Cover Causes	Declared Value	Sum Insured	Basis of Settlement
Buildings (all buildings unless otherwise specified below)	1,2,3,4,5	£5,500,000	£6,875,000	D

Sub-Section B - Contents

	Cover Causes	Declared Value	Sum Insured	Basis of Settlement
Contents of Common Areas	1,2,3,4,5	Not Applicable	£10,000	R
Landlord's Contents	1,2,5	Not Applicable	£25,000	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

Insured

Excesses applicable to the Property Section

Excess applicable to each and every claim unless specified otherwise below or in the policy wording:	£250
Subsidence, Ground Heave or Landslip	£1,000

Where a claim is made under more than one 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

	Cover Causes	Maximum Indemnity Period	Sum Insured
Rent Receivable	1,2,3,4,5	12 months	£250,000

Sub-Section B - Alternative Accommodation

Not Insured

LOSS OF RENT SECTION (continued)

Sub-Section C - Machinery Breakdown

	Limit
Breakdown of Covered Equipment	£100,000

Loss of Rent Extensions - see individual Extension wordings

	Limit
Denial of Access	£250,000
Public Utilities	£250,000

Terrorism Extension **Insured**

LIABILITY SECTION

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

Sub-Section B - Public Liability Limit of Indemnity £10,000,000

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	£250
Excess applicable to each and every injury claim 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
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Legal Expenses Extensions

	Limit of Indemnity
Landlord's Legal Guard	Not Insured
Family Legal Guard	Not Insured

DIRECTORS' AND OFFICERS' LIABILITY SECTION **Not Insured**

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 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.

S125 Cover subject to Survey

Cover is subject to a satisfactory Survey to be carried out by a Surveyor appointed by the **Company** and completion of any necessary requirements resulting therefrom.

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, Gloucester 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.

Policyholder Details

Insured	Wessex Court RTM Company Ltd		
Business	Property Owner		
Effective From	20th January 2019	Length of Time in Business	14 Years

This statement of fact should be read in conjunction with the attached policy schedule and policy wording.

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 risk 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.

Individual words within the statements on this statement of fact are in bold which means they have specific meaning in the policy wording a copy of which is either included or available from your agent.

Information Provided

1	Has the proposer, any director or partner of the business or its subsidiary companies proposed ever, either personally or in any business capacity ever:-	
	<ul style="list-style-type: none">o been declared bankrupt or insolvent or ever been the subject of bankruptcy or insolvency proceedings in the UK, Channel Islands, Isle of Man or the equivalent in any other country?	No
	<ul style="list-style-type: none">o gone into administrative receivership or liquidation?	No
	<ul style="list-style-type: none">o been the subject of any company and/or individual voluntary arrangement with creditors, winding up or administrative order?	No
	<ul style="list-style-type: none">o been disqualified from being a company director?	No
	<ul style="list-style-type: none">o been convicted of, charged (but not yet tried) or officially cautioned for a breach of Health and safety, been served with a prohibition or improvement order under health and safety legislation?	No
	<ul style="list-style-type: none">o been been served with a prohibition or improvement order under health and safety legislation?	No
	<ul style="list-style-type: none">o been convicted of or charged (but not yet tried) with or officially cautioned for a breach of any health and Safety or Welfare or Environmental Protection legislation?	No
	<ul style="list-style-type: none">o been convicted of, or charged (but not yet tried) with any criminal offences involving dishonesty, arson, theft or causing wilful damage?	No
2	Has the proposer, any director or partner of the business or its Subsidiary Companies proposed ever, in any business capacity in the last 5 years except as disclosed to Ageas:-	
	<ul style="list-style-type: none">o had a proposal for insurance declined, renewal refused, or special conditions imposed by any insurer?	No
	<ul style="list-style-type: none">o made an insurance claim, been claimed against for any of the covers proposed for or provided by this policy?	No
	<ul style="list-style-type: none">o suffered any event or loss which may lead to a claim for any of the covers proposed for or provided by this policy?	No
3	Are the premises built of:-	
	<ul style="list-style-type: none">o brick, slate, stone or concrete and roofed with slates, tiles or concrete with less than 10% of the roof and/or walls of combustible materials; wood, straw, thatch or felt on timber?	Yes
4	Are any of the buildings at the premises of timber framed construction?	No
5	Are any of the premises that require cover converted mill buildings, bed-sits, holiday accommodation or hostels?	No

Information Provided (Continued)

- | | | |
|-----------|--|------------|
| 6 | Are the premises in a good state of repair and will be so maintained? | Yes |
| 7 | Are there any unoccupied areas of any of the premises that require cover? | No |
| 8 | Are any of the premises that require cover subject to a letting period of 6 months or less? | No |
| 9 | Are any of the premises that require cover for sale or in the course of alteration or erection? | No |
| 10 | Are any of the buildings at the premises listed? | No |

Previous Claims

Date	Details	Paid (£)	O/S (£)
	--none--		