

## Statement of Fact

This Policy, Schedule and Statement of Fact should be read together as they form your Insurance Contract.

They have been prepared in accordance with information that we have received from you through your Insurance Adviser.

It is important that you check all the information immediately. If any of the information is incorrect you must contact your Insurance Adviser immediately. Failure to do so could invalidate the policy from inception or result in a claim being repudiated.

We strongly recommend that you keep a record of all information you have provided to your Insurance Adviser.

Policy No:	24/BB/13149773/03
The Insured:	58 WEST HEATH DRIVE MANAGEMENT LIMITED
Company Registration No:	08447833
Effective Date:	30/03/2018
Insurance Adviser:	Simmons Gainsford Ins Soln Ltd
Business Description:	Property Owner

### Basis of Acceptance

Allianz Insurance plc has accepted this risk based on the provision of the following information:

Number of Premises	1
The percentage of Premises insured that are unoccupied	0.00%
Date business established	01/2010

### Premises Specific Questions

Address of Premises: 58 West Heath Drive, London, Middlesex, United Kingdom, NW11 7QH

Building use: Block of Flats - Purpose Built

Are the Premises multi-tenure? No

*(Multi-tenure = a single Premises with more than one tenant where the portions occupied by the tenants are not divided by walls/floors of fire-resisting construction.)*

What year were the Premises built? 2016

Do the Premises have a current I.E.E. Electrical Certificate? Yes

Is there 24 hour security at the Premises? No

Are the Premises regularly inspected for damage and such inspections recorded? No

Is there an Automatic Teller Machine (ATM) on the Premises? No

Do the Premises have a sprinkler system?	No
What is the construction of the Premises?	Traditional
<i>Non-Combustible</i>	- <i>Fire Resisting/Non-combustible, including floors and stairs</i>
<i>Traditional</i>	- <i>Walls constructed of brick, stone, concrete or other non-combustible materials but allows timber roof frame, floors and stairs</i>
<i>Partly Combustible</i>	- <i>Up to 35% of construction is combustible</i>
<i>Combustible</i>	- <i>Over 35% of the construction is combustible</i>
<i>Combustible Composite Panels LPC Approved</i>	- <i>Combustible Composite Panels LPC Approved anywhere in the Premises</i>
<i>Combustible Composite Panels Non-LPC Approved</i>	- <i>Combustible Composite Panels Non-LPC Approved anywhere in the Premises</i>
<i>Polystyrene Composite Panels</i>	- <i>Polystyrene Composite panels anywhere in the Premises</i>
How are the Premises heated?	Ducted warm air or water filled radiators
What percentage of the Premises is unoccupied?	0.00%
Total number of flood claims in the last five years?	0
What is the number of flats in the block?	7
What is the floor construction of the block?	Concrete
What is the number of storeys in the block?	4
Are the kitchen and/or bathroom facilities shared?	No
Are any part of the Premises occupied as a bedsit or as student accommodation?	No
Is any part of the Premises occupied as a hostel, by local government tenants or by charitable housing association tenants?	No

### Claims Experience as at Inception of Policy

All incidents, losses or claims which you, any partner(s) or director(s) in connection with this or any other business in which you or they have been trading

- that have been incurred in the last three years
- including events which have or could have resulted in a claim

relating to covers to be insured under this policy (whether insured or not at the time of the loss).

Total number of claims	0
Total amount paid and outstanding	£0

### General Acceptance

This insurance contract is based on neither you nor your director(s) or partner(s) having:-

- any convictions that are unspent under the Rehabilitation of Offenders Act 1974 for a criminal offence other than (road traffic) motor offences
- been charged (but not yet tried) with a criminal offence other than (road traffic) motor offences
- received an official caution for a criminal offence within the last three years other than a (road traffic) motoring offence
- been declared bankrupt
- been the subject of any county court judgement (CCJ), winding up order, insolvent liquidation or administration or have made any composition or arrangement with creditors
- been a director or partner of a company which has gone into insolvent liquidation, receivership or administration
- ever been prosecuted for failure to comply with any Health & Safety or Welfare or Environmental Protection legislation.

In respect of the business which is the subject of this Insurance contract, or any other business which you, your partners or directors have been involved with, no insurer has ever:-

- declined, cancelled or refused any proposal of insurance
- cancelled or declined to renew any insurance
- imposed special terms or conditions.

Where subsidence is covered all properties are free from any sign of damage caused by subsidence, ground heave or landslip, and have no history of such damage.

Where you are required to do so under Health and Safety legislation you must:

- have and will continue to have a nominated person responsible for Health and Safety
- have and will continue to have an induction and on-going training programme which is reviewed and recorded
- have and will continue to have a Health and Safety Policy in place
- undertake Risk Assessments in order to identify hazards.

**If any of the above statements are inaccurate you must contact your Insurance Adviser immediately.**

### **IMPORTANT INFORMATION – YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK**

You must make a fair presentation of the risk to us at inception, renewal and variation of your Policy. This means that you must tell us about all facts and circumstances which may be material to the risks covered by your Policy in a clear and accessible manner or give us sufficient information to alert us of the need to make enquiries about such facts or circumstances.

Material facts are those which are likely to influence us in the acceptance of or assessment of the terms or pricing of your Policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, we may avoid your Policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a fair presentation is:

a) deliberate or reckless; or

b) of such other nature that, if you had told us about a material fact or circumstance, we would not have issued, renewed or varied your Policy.

In all other cases, if you fail to make a fair presentation of the risk, we will not avoid your Policy but we may instead:

- a) reduce proportionately the amount payable on any claim by reference to the ratio which the premium actually charged bears to the premium which we would have charged had you told us about a material fact or circumstance (eg if we would have charged you double the premium, we will only pay half the amount of any claims under your Policy); and/or
- b) treat your Policy as if it had included such additional terms as we would have imposed had you told us about a material fact or circumstance. Payment of any claim you make will be subject to the application of any such additional terms.

For these reasons it is important that you check all of the facts, statements and information set out in this form are complete and accurate. You must check with anyone you employ in your business that the facts and statements set out in this form are complete and accurate.

**IF ANY OF THE FACTS, STATEMENTS AND INFORMATION SET OUT IN THIS FORM ARE INCOMPLETE OR INACCURATE, YOU MUST CONTACT US IMMEDIATELY. FAILURE TO DO SO COULD INVALIDATE YOUR POLICY OR LEAD TO A CLAIM NOT BEING PAID.**

### **Data Protection Act**

Allianz Insurance plc together with other companies within the Allianz SE group of companies (“Allianz Group”) may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy (“Insured Persons”), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

1. to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
2. to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

# Complete Flat Owner Renewal Schedule

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Your insurance policy is due for renewal on 30/03/2018.

Have you checked that your insurance cover still meets your needs? The premium, terms and conditions of your policy have been based on the information we have received from you through your Insurance Adviser. If any of the information is incorrect it is important that you contact your Insurance Adviser so that your cover remains operative. If you have any doubts about what you should disclose, then contact your Insurance Adviser. Your Insurance Adviser can also provide suitable alternative quotes at your request.

Please note last year's annualised premium, taking into account any mid-term adjustments, was £6,469.46 (including Insurance Premium Tax).

**Policy Number:** 24/BB/13149773/03

**Account Number:** 24/92838 **Insurance Adviser:** Simmons Gainsford Ins Soln Ltd

**The Insured:** 58 WEST HEATH DRIVE MANAGEMENT LIMITED

**Company Registration No:** 08447833

**Postal Address:** 58 West Heath Drive, London, Middlesex, United Kingdom, NW11 7QH

**Renewal Premium:** £6,613.82

**Insurance Premium Tax:** £793.65

**Total Renewal Premium:** £7,407.47

**Effective Date:** 30/03/2018

**Renewal Date:** 30/03/2019 at 12.00 hrs

**Business Description:** Property Owner

Premises Address(es)	Postcode	Survey Required
58 West Heath Drive, London, Middlesex, United Kingdom	NW11 7QH	No

**Clauses applicable to the whole policy** (please refer to the Clause Details for full wordings)

**C/1535/1 - Removal of Average**

**C/1599/1 - Tenant Improvements and Landlords Fixtures and Fittings**

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## Section 1 Property Damage

**Property at Premises 58 West Heath Drive, London, Middlesex, United Kingdom, NW11 7QH**

(Declared values are shown in brackets)

Description	Sum Insured
Buildings (excludings Landlord's fixtures and fittings and Tenant's improvements)	£ 8,073,000 (£ 6,210,000)

Contents of Common Parts	£ 0 (£ 0)
All Other Contents	£ 0 (£ 0)
Tenant's Improvements	£ 0 (£ 0)
Landlord's fixtures and fittings	£ 0 (£ 0)
Excluded Events	10
Excess:	
Subsidence Excess	£5,000
Property Damage Excess	£250
<b>Section 2 Loss of Rent (Specified Premises)</b>	<b>Not Insured</b>
<b>Section 2 Loss of Rent (across all Premises)</b>	<b>Not Insured</b>
<b>Section 3 Property Owners Liability</b>	
Limit of Indemnity	£5,000,000
Excess:	
Third Party Property Damage Excess	£250
<b>Section 4 Employers Liability</b>	<b>Not Insured</b>
<b>Section 5 Personal Accident</b>	<b>Not Insured</b>
<b>Section 6 Commercial Legal Expenses</b>	
	Any One Claim Limit of Indemnity
Event 1 - Employment Disputes and Awards of Compensation	£100,000
Event 2 - Taxation Proceedings	£100,000
Event 2 - Taxation Proceedings, Business Self Assessment Aspect Enquiry only	£2,000
Event 3 - Criminal Prosecution Defence	£100,000
Event 4 - Damage to Premises	£100,000
Event 5 - Data Protection	£100,000
Event 6 - Statutory Licence Appeal	£100,000



Event 7 - Pension Trustee Defence	£100,000
Event 8 - Employee's Civil Defence	£100,000
Event 9 - Personal Injury	£100,000
Event 10 - Jury Service Allowance	£5,000
Event 11 - Contract Disputes - Below Small Claims Limit	£50,000
Witness Attendance Allowance	£5,000

Period of Insurance aggregate limit: £1,000,000

Business Self Assessment Aspect Enquiry Excess	£200
Claimants own choice of Legal Representative Excess	£500

Master Policy Reference: 36725

Access to Allianz Legal Online website: [www.allianzlegal.co.uk](http://www.allianzlegal.co.uk) providing support in producing business legal paperwork. Click on the Register now box and enter the Registration Code: ALP269A25UK

## Section 7 Terrorism

Terrorism - Property Damage	<b>Insured</b>
Terrorism - Business Interruption	<b>Not Insured</b>

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## Clause Details

### C/1535/1 - Removal of Average

The Insurer shall not enforce any term of the Policy to the extent that it makes any claims payment subject to average or to a reduction to reflect underinsurance. Nothing in this endorsement shall relieve the Insured of its obligation to make a fair presentation of the risk or to notify the Insurer of any change of risk or of the consequences of failure to do so.

### C/1599/1 - Tenant Improvements and Landlords Fixtures and Fittings

Under Policy Definitions, the following Definitions are deleted and restated as:

#### Building/Buildings

The buildings at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials, including:

- fixed glass, fixed sanitaryware, walls, gates and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the buildings including such property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks and their ancillary equipment, pipework and the like at the Premises
- small outside buildings, annexes, gangways, conveniences and other small structures at the Premises
- roads, car parks, yards, paved areas, hard-surfaced areas, pavements and footpaths at the Premises.

#### Property/Property Insured

Buildings, Contents of Common Parts, All Other Contents, Landlord's Fixtures and Fittings, Tenants' Improvements and other Property belonging to the Insured or for which the Insured is responsible, as shown and/or described in the Schedule.

The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured.

In addition, the following Definitions are added:

#### Landlord's Fixtures and Fittings

Fixtures and fittings in, or on, the Premises which belong to the landlord. This includes communal



television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises.  
Tenants' Improvements

Permanent alterations or additions made to the Building/Buildings by either the landlord or tenant which are not moveable, including interior decorations.

Following these Definition changes, if a claim is made for Landlord's Fixtures and Fittings or Tenant's Improvements but these items have no Sum Insured noted, it is the Insurer's intention that providing there are adequate Buildings and/or Contents Sums Insured (where these items Sums Insured would have been included previously) the Insurer will deal with the claim. This does not remove the requirement for a Fair Presentation of the Risk to be made and the total payable for any claim shall not exceed the Sums Insured.

## Client News – Notification of changes to your policy

The following amendments have been made to your Complete Flat Owner policy with effect from renewal, 30<sup>th</sup> March 2018.

It is important that you read the full wordings in your Policy Schedule in conjunction with your Policy Wording and if there is anything that you do not understand please contact your Insurance Adviser.

This Client News should be retained with your policy documentation.

The following clause has been added which restates the definitions for Tenants Improvements and Landlords Fixtures and Fittings within your policy wording:

C/1599/1 - Tenant Improvements and Landlords Fixtures and Fittings

The following items have been added under the Property Damage Section:

- Landlords Fixtures and Fittings
- Tenants Improvements



## Health and safety for small/medium sized businesses

### How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

### Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- Employers' liability policies – this covers employers for injury or disease to people they employ; and
- Public liability policies – this covers businesses for injury, disease or damage to people they do not employ, for example visitors.

### The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at [www.hse.gov.uk/index.htm](http://www.hse.gov.uk/index.htm).
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover mid-term purely because of a breach of health and safety regulations.

### Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- Any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;



- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

**Some common concerns**

<p><b>Documentation</b></p>	<ul style="list-style-type: none"> <li>▪ Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.</li> <li>▪ <u>However</u>, although it is <u>not</u> a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.</li> </ul>
<p><b>Written risk assessments</b></p>	<ul style="list-style-type: none"> <li>▪ If you employ fewer than five employees, there is no need for you to complete written risk assessments. <u>However</u>, although completing and recording risk assessments is <u>not</u> a legal or insurance requirement, it may help in defending any civil law claims made against you.</li> </ul>
<p><b>The role of health and safety consultants</b></p>	<ul style="list-style-type: none"> <li>▪ You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.</li> <li>▪ If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at <a href="http://www.oshcr.org">www.oshcr.org</a>.</li> </ul>
<p><b>Testing portable electrical appliances</b></p>	<ul style="list-style-type: none"> <li>▪ There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.</li> <li>▪ However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at <a href="http://www.hse.gov.uk/electricity/index.htm">www.hse.gov.uk/electricity/index.htm</a>.</li> <li>▪ For specific guidance, read ‘Maintaining portable electric equipment in low risk environments’, available at <a href="http://www.hse.gov.uk/pubns/indg236.pdf">www.hse.gov.uk/pubns/indg236.pdf</a>.</li> </ul>



Association of British Insurers

### **More help**

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at <http://www.abi.org.uk>

You can also find more guidance on the HSE website available at [www.hse.gov.uk](http://www.hse.gov.uk) .

## Client News

### Ministry Of Justice Reforms 2013 – Your help is required

Throughout 2013, the Ministry of Justice (MoJ) has introduced a number of changes to the way some personal injury claims are managed. Some reforms, such as the banning of referral fees, which involve payments being made by solicitors to claims management companies, insurance companies and trade unions for personal injury details relating to potential claimants, and the uplift in the awards for general damages (for example, compensation for pain and injury as well as loss of future earning and), have already been implemented earlier this year.

Further changes have recently been introduced and we wish to bring these to your attention as they specifically require a change to the way we handle claims.

These MoJ Reforms intend to:

- reduce the timescales of dealing with personal injury claims
- compensate genuine claimants more quickly
- make lawyers costs more proportionate with the complexity and value of a case
- combat the compensation culture.

### What are the changes and their objectives?

An on-line claims notification portal already exists for road traffic accident (RTA) motor personal injury claims with a value between £1,000 and £10,000. Firstly, from 31st July 2013 the upper value of claims processed via the portal increased to £25,000. Secondly, the portal was extended to handle Employers Liability and Public Liability personal injury claims up to a value of £25,000.

The portal allows claimants or their representatives to send a claim (via a Claim Notification Form held on the portal) directly to your insurer (where they know your insurer's identity).

Insurers are then required to take action within fixed timescales, primarily to admit or dispute liability for the incident. The new timescales are listed below. **Should liability be admitted within the appropriate timescale then fixed and reduced legal costs will apply.**

Insurance	Number of working days to admit or dispute liability
Employers' Liability	30 days (before the reforms 90 days)
Public Liability	40 days (before the reforms 90 days)

### Working together

To maximise the potential benefits of the new claims framework, **we need you to:**

- notify Allianz of actual or potential claims involving injury to another party arising in connection with your business immediately
- provide all relevant documentation quickly and ensure the information provided is accurate and complete. There may be instances in which we need to contact you by telephone to obtain further information.

**In some instances the claimant's solicitors will not be able to identify who your insurers are. If**

**this is the case they will forward a Claim Notification Form to you by post – you MUST forward this to us immediately.**

The following action needs to be taken to enable us to comply with the strict timescales and to avoid claims dropping out of the process. (These actions should be taken **upon the day of receipt of a Claim Notification Form wherever possible**):

1. You must acknowledge receipt of the Claim Notification Form to the claimant’s solicitor and advise them that the Claim Notification Form has been sent to Allianz. **No comment on the claim itself should be made to the claimant or their representative.**
2. You should scan the Claim Notification Form and email it to us at: [mojcasualtyclaims@allianz.co.uk](mailto:mojcasualtyclaims@allianz.co.uk)
3. If you are unable to scan the Claim Notification Form it should be sent to:

Allianz Insurance  
 500 Avebury Boulevard  
 Milton Keynes  
 MK9 2XX

**How can you prepare?**

Please ensure that:

- you capture detailed, accurate information when an incident occurs
- documents such as training records or incident report forms are properly stored and are readily available upon notification of a claim
- those people in your organisation with responsibility for handling injury incidents or claims know exactly what to do when a Claim Notification Form is received.

For additional information on the reforms please contact your Insurance Adviser or visit [www.claimsportal.org.uk](http://www.claimsportal.org.uk)

Please find below an example of a claim notification form:



This is a formal claim against you, which must be acknowledged by email immediately and passed to your insurer.

### Claim notification form (PL1)

Low value personal injury claims in public liability accidents (£1,000 - £25,000)

Before filling in this form you are encouraged to seek independent legal advice.

Date sent / /

Items marked with (\*) are optional and the claimant must make a reasonable attempt to complete those boxes. All other boxes on the form are mandatory and must be completed before being sent.

What is the value of your claim?  up to £10,000  up to £25,000