

## 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:	75/BB/28218854/12
The Insured:	Monxton place Residents Association Limited
Effective Date:	03/12/2019
Insurance Adviser:	St Giles Insurance & Finance
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	01/2000

### Premises Specific Questions

Address of Premises:	30-46 Evens, Monxton Place, Sherfield-On-Loddon, Hook, United Kingdom, RG27 0FB
Building use:	Block of Flats - Purpose Built
Are the Premises multi-tenure?	No
<i>(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.)</i>	
What year were the Premises built?	2011
Do the Premises have a current I.E.E. Electrical Certificate?	No
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?	9
What is the floor construction of the block?	More than 1 timber floor
What is the number of storeys in the block?	3
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 a caution for a criminal offence within the last three years other than a (road traffic) motoring offence, that is unspent under the Rehabilitation of Offenders Act 1974
- 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, or been the director of a company which has been prosecuted, for failing 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 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 and complete risk improvements.

**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.**

## Fair Processing Notice – how we use personal information

### 1. Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance Plc or Allianz Engineering Inspection Services Limited.

When **we** say, “**individuals**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

### 2. How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

**Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.**

### 3. Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims. Anyone subject to an automated decision has the right to object to it. To do so they should contact **us**

by emailing **us** at [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk) and **we** will review the decision.

#### 4. The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, “How **we** use personal information”

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

#### 5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

#### 6. Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or **you**, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.

#### 7. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is

protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCR's) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCR's, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:**

Address: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Phone: 01483 552438

## 10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance Plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

Phone: 0330 102 1837

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.co.uk](http://www.allianz.co.uk)

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions 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 the global Allianz Group and that this fact is made known to the Insured Persons. By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## Employers Liability Tracing Office

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”):

- I. to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- II. 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)

# Complete Flat Owner New Business Schedule

---

Please note that you must advise your Insurance Adviser of any changes to the risk and items to be covered.

First Premium: £1,462.01  
 Insurance Premium Tax: £175.44  
**Total First Premium: £1,637.45**

Insurance Premium Tax is stated at the prevailing rate.

This Schedule should be read in conjunction with the Complete Flat Owner policy overview (**ACOM6594/3**) and Complete Flat Owner policy wording (**ACOM687/9**).

**Policy Number:** 75/BB/28218854/12

**Account Number:** 75/94420

**Insurance Adviser:** St Giles Insurance & Finance

**The Insured:** Monxton place Residents Association Limited

**Postal Address:** 30-46 Evens, Monxton Place, Sherfield-On-Loddon, Hook, United Kingdom, RG27 0FB

**Effective Date:** 03/12/2019

**Renewal Date:** 03/12/2020 at 12.00 hrs

**Business Description:** Property Owner

Premises Address(es)	Postcode	Survey Required
30-46 Evens, Monxton Place, Sherfield-On-Loddon, Hook, United Kingdom	RG27 0FB	No

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

- C/1595/2 - St Giles Cover Enhancements**
- C/1670/1 - Property Owners Liability Extension Amendment**
- C/1679/1 - Tenants Improvements and Landlords Fixtures and Fittings**
- C/6200/1 - Policy Amendments - Cyber Event**
- C/6201/1 - Section 3 - Property Owners Liability - Cyber Event**
- C/6112/1 - Section 6 - Commercial Legal Expenses Amendment**
- S/1/1 - Amendment to Basis of Settlement Adjustments – Emergency Services**

---

## Section 1 Property Damage

**Property at Premises 30-46 Evens, Monxton Place, Sherfield-On-Loddon, Hook, United Kingdom, RG27 0FB**

(Declared values are shown in brackets)

Description	Sum Insured
Buildings (excludings Landlord's fixtures and fittings and Tenant's improvements)	£ 1,571,590 (£ 1,366,600)
Contents of Common Parts	£ 23,000 (£ 20,000)
All Other Contents	£ 0 (£ 0)
Tenant's Improvements	£ 0 (£ 0)
Landlord's fixtures and fittings	£ 0 (£ 0)
Excluded Events	10
Has the property or adjacent property suffered from, or do they show any visible signs of damage from subsidence, landslip or ground heave?	No
Excess:	
Subsidence Excess	£1,000
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>	
Limit of Indemnity	£10,000,000
<b>Employee Type</b>	<b>No. of Employees</b>
1. Non-Industrial Cleaner	1

## Section 5 Personal Accident

Not Insured

## Section 6 Commercial Legal Expenses

The maximum amount the Insurer is liable to pay under this Section is:

	Limit of Indemnity
1 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance.	£250,000
2 Any One Claim relating to a Business Aspect Enquiry	£2,000
3 Any One Claim relating to Jury Service Allowance	£5,000
4 Any One Claim relating to Witness Attendance Allowance	£5,000
5 For all Claims in the aggregate first notified to the Insurer during the Period of Insurance.	£1,000,000

(collectively "the Limit of Indemnity")

The above amounts are all inclusive of Legal Expenses, Awards of Compensation and Data Protection Compensation Awards.

Master Policy Reference:36725

You can access all the additional services and benefits of your legal expenses policy, including a free legal health check and free legal advice helpline, by visiting [www.allianzlegal.co.uk](http://www.allianzlegal.co.uk). To register for Allianz Legal Online, which provides legal support and templates for over 140 business and legal documents, your registration code is ALP269A25UK .

## Section 7 Terrorism

Terrorism - Property Damage	Insured
Terrorism - Business Interruption	Not Insured

## Clause Details

### CI/1595/2 - St Giles Cover Enhancements

Policy Definitions - Unoccupied

The Definition for Unoccupied is restated as follows:

Any Building or part of any Building which is unfurnished or untenanted or no longer in active use for a period exceeding 45 consecutive days

Policy Conditions - 13 Unoccupied Buildings

Condition 13 Unoccupied Buildings is restated as follows:

When any Building or portion thereof becomes Unoccupied for a period exceeding 45 consecutive days

The remainder of this Condition remains as originally stated

Section 1 - Property Damage Event 4

Event 4 is restated as follows:

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, excluding:

- A. Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- B. Damage arising from cessation of work
- C. Damage
  - i. by theft or attempted theft
  - ii. in respect of any Building which is Unoccupied for a period exceeding 45 consecutive

days

directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion.

#### Section 2 - Loss of Rent - Definitions - Calculated Rent

The Definition for Calculated Rent Part b is restated as follows:

b For Premises or parts of Premises that are Unoccupied for a period exceeding 45 consecutive days  
The remainder of this definition remains as originally stated.

#### Section 2 - Loss of Rent - Indemnity Period

The Definition for Indemnity Period Part b is restated as follows:

b For Premises or parts of Premises that are Unoccupied for a period exceeding 45 consecutive days  
The remainder of this definition remains as originally stated.

#### Section 1 - Property Damage, Locks and Keys

Basis of Settlement Adjustment 16 Locks and Keys is restated as follows:

The Insurer will pay the cost of replacing keys, locks or lock mechanisms necessary to maintain the security of the Premises following theft of keys by force or violence from within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands from any director, partner or employee of the Insured authorities to hold such keys, up to an amount of £5,000 any one claim.

#### Section 1 - Property Damage, Fire Extinguishers, Sprinklers and Security Equipment

Basis of Settlement Adjustment 17 Fire Extinguishers, Sprinklers and Security Equipment iii is restated as follows:

iii the liability of the Insurer in respect of any one claim shall not exceed £20,000.

#### Section 1 - Property Damage, Landscaped Grounds and Emergency Vehicles

Basis of Settlement Adjustment 18 Landscaped Grounds and Emergency Vehicles is restated as follows:

Costs incurred by the Insured in consequence of Damage to Property Insured at the Premises

- A. in restoring landscaped grounds to their original appearance when first laid out and planted, but excluding costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established
- B. reinstating or repairing landscape gardens and grounds following damage caused by the emergency services vehicles, equipment or personnel in the course of carrying out their duties.

up to an amount of £25,000 any one Period of Insurance

#### Section 1 - Property Damage, Trace and Access

Basis of Settlement Adjustment 21 Trace and Access is restated as follows:

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay the costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £50,000 any one Period of Insurance.

#### Residential Property, Rent and Alternative Residential Accommodation

Under Section 1 - Property Damage, Basis of Settlement Adjustment 22 is deleted and restated as follows:

If as a result of insured Damage residential Buildings or parts of residential Buildings are rendered unfit to live in, or access to them is denied, to the extent that they are not otherwise insured the Insurer will indemnify the Insured in respect of;

- A. the costs of reasonable alternative accommodation and temporary storage of residents furniture and the costs of reasonable accommodation in kennels and/or catteries for residents dogs and/or cats, if dogs and/or cats are not permitted in such residents alternative accommodation  
or
- B. the loss of rent paid or payable to the Insured by tenants for accommodation provided and services rendered including service and management charges at the Premises.  
during the period necessary to restore the residential Buildings or parts of residential Buildings to a habitable condition or to make it accessible  
Provided that

- i. cover for such costs shall only apply to the extent that such costs are not otherwise insured
- ii. the maximum period during which payment under this extension will be made shall not exceed 24 calendar months from the date of the Damage unless agreed otherwise by the Insurer in writing.
- iii. the liability of the Insurer under this Extension shall not exceed in total 30% of the Declared Value applying to the residential Building or to the parts of the residential Building Damaged.

### **C/1670/1 - Property Owners Liability Extension Amendment**

Under Section 3 - Property Owners Liability, the following Extension is deleted and restated:

#### **6 Data Protection**

The Insurer will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the the Insured become(s) legally liable to pay as compensation under data protection legislation for Damage or distress resulting from the failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance provided that the Insured is

- A. a registered user in accordance with the terms of the data protection legislation
- B. not in business as a computer or data processing bureau

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £100,000.

The Insurer will not pay for

- i. any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- ii. any Damage or distress caused by any act of fraud or dishonesty
- iii. the costs and expenses of rectifying, rewriting or erasing data
- iv. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- v. the payment of fines or penalties

### **C/1679/1 - Tenants Improvements and Landlords Fixtures and Fittings**

In the event of a claim being made for Landlord's Fixtures and Fittings or Tenant's Improvements and these items have no Sum Insured noted on the Policy Schedule, it is the Insurer's intention that providing there are adequate Buildings and/or Contents Sums Insured the Insurer will deal with the claim as per the terms and conditions of the Policy. 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.

### **C/6200/1 - Policy Amendments - Cyber Event**

Under Policy Exclusions, Exclusion 7 E-Risks is deleted and restated as:

#### **7. Cyber Event**

- A. Loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of, or damage to, Electronic and Digital Data from any cause whatsoever (including, but not limited, to Computer Attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- B. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Period of Insurance to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion:

Electronic and Digital Data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and Digital Data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer Attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

### **C/6201/1 - Section 3 - Property Owners Liability - Cyber Event**

Under Section 3 - Property Owners Liability the following Section Exclusion is added:

17. Any loss, damage, expense or liability howsoever arising out of a Cyber Event.

This Exclusion does not apply to:

1. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock to any person
2. False arrest, false imprisonment, false eviction or malicious prosecution of any person
3. Loss of or damage to material property
4. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
5. Pollution or Contamination occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

Subject otherwise to the terms, conditions and exclusion of this Policy.

For the purposes of this Exclusion the following Definitions apply:

Cyber Event means

- A. any unauthorised Processing of Data by the Insured
- B. any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- C. any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, , adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a Third Party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

### **C/6112/1 - Section 6 - Commercial Legal Expenses Amendment**

Under Section 6 - Commercial Legal Expenses, the following changes are made:

#### 1. Definitions

Under Definitions, the following have been added:

Residential Tenancy Agreement

An assured tenancy agreement in writing, as defined in the Housing Act 1988, under which the Insured lets the Premises to a Residential Tenant in connection with the Business and in

return for the payment of rent.

Residential Tenant

The tenant named in the Residential Tenancy Agreement who occupies the Premises for residential purposes.

2. Limit of Indemnity

The Limit of Indemnity under Item 1 is deleted and restated as:

1. £250,000 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance

3. Cover

Under Cover, the following has been added:  
provided that

d For breach of Residential Tenancy Agreement only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline or the Legal Representative as soon as the Insured is aware they wish to pursue a claim to enforce their legal rights.

4. Section Exclusions

Under Section Exclusions, the following changes have been made:

Exclusion 7 has been deleted and replaced with:

7 Commercial Tenancy Agreements where the dispute relates to rent.

Exclusion 10 has been deleted and replaced with:

10 Commercial Tenancy Agreements or Residential Tenancy Agreements where the dispute

- a. relates to service charges, tax, planning or building regulations or decisions; or
- b. relates to the renewal of a lease or Commercial Tenancy Agreement or Residential Tenancy Agreement; or
- c. is over the freehold, leasehold, commonhold or title of the Premises; or
- d. is with Government or local authority departments concerning the imposition of rates or other local taxes.

Exclusion 31 has been deleted and replaced with:

31. Any dispute relating to the eviction of persons who are not Residential Tenants from the Insured's Property or the repair of damage to the Insured's Property from persons who have been evicted and are not Residential Tenants.

The following exclusions have been added:

32. Any Residential Tenancy claim where the Insured has not followed Claims Process Condition 1 Important procedure for Breach of Residential Tenancy Agreement.

33. Any Residential Tenancy claim where the Insured has not complied with all relevant legislation placed on landlords or where a written Residential Tenancy Agreement is not in place.

34. Any Residential Tenancy claims where the Insured or the Insured's agent are in breach of Section 213 of the Housing Act 2004 in relation to the deposit.

35. Residential Tenancy disputes where the Residential Tenant is a sub-let or part of a multi-occupation..

5. Section Conditions

Under Section Conditions, B Claims Process Conditions, 1 Notification of Claims, the following has been added:

**Important procedure for breach of Residential Tenancy Agreements**

If the Insured believes the Residential Tenancy Agreement has been breached, and the Insured wants to pursue a claim to enforce their legal rights, it is a condition precedent to the Insurer's liability that the Insured contact Lawphone prior to contacting or appointing a solicitor. The Insurer will appoint a legal Representative for all claims relating to breach of Residential Tenancy Agreements.

All other terms, conditions and exclusions remain unchanged.

**S/1/1 - Amendment to Basis of Settlement Adjustments – Emergency Services**

Under Section 1 Property Damage the following is added to the Basis Of Settlement Adjustments:

## Emergency Services

The Insurers will pay the reasonable costs incurred by the Insured following Damage resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising Damage as insured by this Section. Provided that the liability of the Insurer in respect of any one claim shall not exceed £5,000.

### **C/1391/1 - Flood Excess Amendment**

This Policy will not cover the first £1,000 of each and every claim caused by Flood under Event 7 under Section 1 - Property Damage

For the purpose of this endorsement, Flood means Damage by:

- A. the escape of water from the normal confines of any natural water course, lake, reservoir, canal or dam
- B. inundation from the sea
- C. inundation by rainwater or rainwater induced runoff, other than where the inundation results solely from the ingress of rainwater through or via the roof of a building whether resulting from storm or otherwise.

This clause is applicable to the following premises:

30-46 Evens, Monxton Place, Sheffield-On-Loddon, Hook, United Kingdom, RG27 0FB



## 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