

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 Number:	LX13199416
The Insured:	Simply Extensions & Lofts Ltd
Effective Date:	11/09/2023
Insurance Adviser:	Coversure Ely
Business Description:	Builders - Domestic and Light Commercial work only

Basis of Acceptance

You do and will continue to maintain machinery and equipment in accordance with manufacturers recommendations

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 continue to have an induction and on-going training programme which is reviewed and recorded
- have and continue to have a Health and Safety Policy in place
- undertake Risk Assessments in order to identify hazards and complete risk improvements.

Builders - Domestic and Light Commercial work only

Date business established 2012

Are any of the following processes or equipment used:

Welding or Flame cutting No

Blow Lamps, hot air guns or other equipment involving application of heat No

Is fixed woodworking machinery used? 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 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 partner(s) or director(s) 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.

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:

- deliberate or reckless; or
- 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:

- 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.

Privacy Notice Summary

For more information about how Allianz Insurance plc use your personal information, you can find a copy of the Privacy Notice at www.allianz.co.uk. Alternatively, you can request a printed version by calling 0330 102 1837 or by writing to the Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB.

Complete Contractor 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: £xxxxxx

Insurance Premium Tax: £xxxxxx

Total First Premium: £xxxxxx

Insurance Premium Tax is stated at the prevailing rate.

This Schedule should be read in conjunction with the Complete Contractor policy overview (**ACOM753/10**) and Complete Contractor policy wording (**ACOM213/10**).

Policy Number: LX13199416

Account Number: 26/17284

Insurance Adviser: Coversure Ely

The Insured: Simply Extensions & Lofts Ltd

Postal Address: Hurlingham Studios, Ranelagh Gardens, London, United Kingdom, SW6 3PA

Effective Date: 11/09/2023

Renewal Date: 11/09/2024 at 12.00 hrs

Business Description: Builders - Domestic and Light Commercial work only

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

L/1017/1 - Slings and Cradles Exclusion

L/1012/1 - Exclusion - Discharge of Fumes, Effluent or Noxious Substances

L/1014/1 - Exclusion - Use of Substances Which Could be Harmful to Health

L/367/1 - £500 Underground Services Excess

L/2251/1 - Economic Sanctions

L/4332/1 - Contagious and Infectious Disease Exclusion

L/2245/1 - Trade Exclusion

Total wagheroll	£125,000
Proprietors and Partners	0
Working Directors	1
Employees and Labour Only Subcontractors	1
Temporary Employees	0

Public Liability

Limit of Indemnity £5,000,000

Standard Excess £250

Employers Liability

Limit of Indemnity £10,000,000

Tools

Not Insured

Contract Works

Maximum Contract Price	£250,000
Own Plant and Tools	£20,000
Temporary Buildings	£5,000
Plant & Temporary Buildings on hire	£50,000
Excess (All Other Losses)	£250
Theft and Malicious Damage Excess	£500
Employees Tools and Personal Effects (per person)	£3,000
Single Article Limit	£1,000
Excess	£100

Personal Accident

Not Insured

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, and Value Added Tax (VAT) if the Insured is not VAT registered.

Master Policy Reference: 36891

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. To register for Allianz Legal Online, which provides legal support and templates for over 140 business and legal documents, your registration code is ALP269A25UK.

Property Damage

Not Insured

Business Interruption

Not Insured

Terrorism

Not Insured

Clause Details

L/1017/1 - Slings and Cradles Exclusion

This Policy does not cover Damage or liability arising out of the use of slings or cradles.

L/1012/1 - Exclusion - Discharge of Fumes, Effluent or Noxious Substances

This Policy does not cover Damage or liability arising out of the discharge of fumes, effluent or anything of a noxious nature.

L/1014/1 - Exclusion - Use of Substances Which Could be Harmful to Health

This Policy does not cover Damage or liability arising out of the use of substances which could be harmful to health.

L/367/1 - £500 Underground Services Excess

Section 1 of this Policy does not cover the first £500 of all compensation costs and expenses payable in respect of each occurrence of loss or damage to pipes cables or other underground services.

L/2251/1 - Economic Sanctions

Under Policy Exclusions the following is added:

Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

L/4332/1 - Contagious and Infectious Disease Exclusion

Contagious and Infectious Disease Exclusion

Under Policy Exclusions, the following is added and applies to all Sections other than Sections 1 Public Liability, 2 Employers' Liability and 5 Personal Accident.

13 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- A. Contagious or Infectious Disease;
- B. the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- C. the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- D. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this Exclusion will not apply to Physical Damage to Property Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability

or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- A. clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- B. monitor or test for Pathogens or a Contagious or Infectious Disease; or
- C. provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- A. cause Pathogens to come into contact with the premises or property of any person or entity; or
- B. cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Physical Damage - means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage.

Contagious or Infectious Disease - means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen - means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

L/2245/1 - Trade Exclusion

In respect of the Insured's trade as stated in the Policy Schedule, this Policy does not cover Damage or liability arising out of any work other than on private dwellings, shops, offices, public houses, guest houses or private hotels all having not more than four floors (including the ground floor) and attic.

Liability Cover Summary

Policy Number:	LX13199416	Agent:	Coversure Ely
Account Number:	26/17284		
The Insured:	Simply Extensions & Lofts Ltd		

This summary is designed to provide Principals, Local Authorities and any other interested party brief details of your insurance arrangements with Allianz Insurance Plc.

Employers Liability Section

Date of Commencement of Insurance	11/09/2023
Date of Expiry of Insurance	11/09/2024
Limit of Indemnity	£10,000,000
Indemnity to Principal	Included

Public Liability Section

Date of Commencement of Insurance	11/09/2023
Date of Expiry of Insurance	11/09/2024
Limit of Indemnity	£5,000,000
Indemnity to Principal	Included

Subject to the terms and conditions of your Complete Contractor policy wording (ACOM213/10).

This summary does not fully detail the cover provided under this Policy. Please contact your Insurance Adviser for further information or copies of your policy wording and schedule.



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.
- 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>Documentation</p>	<ul style="list-style-type: none"> ▪ 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. ▪ <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.
<p>Written risk assessments</p>	<ul style="list-style-type: none"> ▪ 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.
<p>The role of health and safety consultants</p>	<ul style="list-style-type: none"> ▪ 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. ▪ 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 www.oshcr.org.
<p>Testing portable electrical appliances</p>	<ul style="list-style-type: none"> ▪ 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. ▪ However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at www.hse.gov.uk/electricity/index.htm. ▪ For specific guidance, read ‘Maintaining portable electric equipment in low risk environments’, available at www.hse.gov.uk/pubns/indg236.pdf.



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 .

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
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

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