

## Complete Flat Owner Renewal Schedule

Policy Number: BB25972476

Agent: South Essex Insurance Brokers Ltd T/as Lansdown Insurance Brokers

Account Number: 18/96695

The Insured: Mr David Michael

Postal Address: 16 Springhill

Stroud

Gloucestershire GL5 1TN

First Premium: £764.46 Annual Premium: £764.46 Insurance Premium Tax: £91.73 Insurance Premium Tax: £91.73 Total First Premium: £856.19 Total Annual Premium: £856.19

Effective Date: 07 January 2019 Renewal Date: 07 January 2020 at 12.00 hrs

**Business Description:** Property Owner

The Premises Address Post Code

A Flats 1-7

Coflats Community Slad Brook

Merrywalks

Stroud, Glos GL5 1QA

Clauses applicable to the whole policy

C/397/1 Asbestos Inner Limit of Indemnity

C/398/4 Amendments to Cover

C/409/1 Loss of Rent

C/1316/1 Alternative Accommodation

## **Section 1 Property Damage**

Property at Premises A Sum Insured

Description

Buildings Sum Insured: £1,432,181 (Declared Value) (£1,060,875)

Contents of Common Parts: £33,750

(£25,000)

All Other Contents Sum Insured £0

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**Excluded Events** 10

Excess:

**Property Damage Excess** £250 Subsidence Excess £2,500

Section 2 Loss of Rent (Specified Premise) See Endorsement C/409/1 **Section 2 Loss of Rent (Across All Premises)** 

## **Section 3 Property Owners Liability**

Limit of Indemnity £10,000,000

Excess:

Third Party Property Damage Excess £250

## **Section 4 Employers Liability**

£10,000,000 Limit of Indemnity:

**Employee Type** 

Clerical, Non-Industrial Caretakers, Non-Industrial Cleaners, Porters and Gardeners

**Section 5 Personal Accident** 

**Not Insured** 

**Not Insured** 

## **Section 6 Commercial Legal Expenses**

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

1	Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance.	Limit of Indemnity £100,000
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 healthcheck and free legal advice helpline, by visiting www.allianzlegalprotection.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

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Terrorism – Property Damage Terrorism – Business Interruption Not Insured Not Insured

#### **General Interests**

The Interest of any freeholder, mortgagee, lessor or similar party is noted.

The nature and extent of such additional interests must be disclosed following damage which is the subject of any claim.



#### **CLAUSES**

## C/397/1 Asbestos Inner Limit of Indemnity

In respect of Injury loss or damage occurring during any one Period of Insurance directly or indirectly caused by arising from in consequence of or in any way involving asbestos the Limit of Indemnity under this Section shall not exceed the limit of indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) inclusive of all costs and expenses.

For the purposes of this limitation all such Injury loss or damage which arises from one incident shall be deemed to have occurred at the time such incident takes place.

All other terms and conditions are unaltered.

#### C/398/4 Amendments to Cover

Under Section 1 – Property Damage, Basis of Settlement Adjustment 18 Landscaped Gardens and Emergency Vehicles is deleted and restated as follows:

#### 18 Landscaped Gardens and Emergency Vehicles

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 landscaped 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 £20,000 any one Period of Insurance.

In addition, the following clauses are added to Section 1 - Property Damage, Basis of Settlement Adjustments:

#### **30 Reletting Costs**

The Insurer will pay the costs necessarily and reasonably incurred in reletting the Buildings solely due to Damage which results from an Event operative under this Section up to an amount of £5,000 any one Period of Insurance.

### 31 Concern for Welfare Costs

The Insurer will pay the costs incurred following Damage caused by the Police or persons acting under their control in gaining access to the Buildings as a result of their concern for the welfare of the Resident up to an amount of £5,000 any one claim and £15,000 any one Period of Insurance.

The Insurer will not pay for costs incurred following Damage caused by the Police in the course of criminal investigations.

#### 32 Deeds and Documents

The Insurer will pay the cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of the Premises due to loss or destruction of or damage to the deeds and documents occurring at the Premises or whilst held in safekeeping by the bank or solicitor up to an amount of £500 any one claim.

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#### 33 Tree Removal

The Insurer will pay the costs of removing fallen trees or branches from the Premises up to an amount of £1,000 any one claim.

The Insurer will not pay for costs unless the incident results from an Event operative under this Section.

#### C/409/1 Loss of Rent

The following clause is added to Section 1 - Property Damage Basis of Settlement Adjustments:

Cover includes Rent which ceases to be payable to the Insured whilst the Buildings are uninhabitable or inaccessible following damage to the Property Insured by Section 1 - Property Damage excluding any amount exceeding 33.3% of the Buildings Sum Insured shown in the Schedule.

For the purposes of this Extension, Rent shall mean the money payable to the Insured by Residents for accommodation provided and services rendered at the Premises.

The Insurer will not pay for

A. costs which may cease or be reduced as a result of the Damage

B. Rent for more than 36 months from the date of Damage.

#### C/1316/1 Alternative Accommodation

Under Section 1 – Property Damage, Basis of Settlement Adjustments, 22 Alternative Residential Accommodation is deleted and restated as:

22 Alternative Residential Accommodation

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 pay 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. The Insurer will not pay for such costs in excess of 33.3% of the Buildings Sum Insured applying to the Buildings or to the parts of the Building Damaged.

## **Felt Roof Conditions**

If any Building has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by the insurer.

#### **Contractors Interest**

Under Section 1 – Property Damage, Basis of Settlement Adjustments, 23 – Contractors Interest is deleted and restated as follows:

When the Insured is required by the terms or conditions of any contract to cover Buildings in the joint names of the Insured and of any contractor or sub-contractor named in such contract, the Insurer agrees to note such joint interests provided that the Insured shall notify the Insurer of details of any single contract valued at £250,000 or more in advance of commencement of the work, and pay any additional premium the Insurer may require.

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## **Statement of Fact**

The Policy, Schedule and Statement of Fact Proposal shall be read together and form the basis of the 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: BB25972476

The Insured: Mr David Michael
Effective Date: 07 January 2019

Insurance Adviser: Lansdown Insurance Brokers

Business Description: Property Owner

### **Basis of Acceptance**

Allianz 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%

#### Claims Experience as at Inception of Policy

The total of 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)

- have incurred in the last 3 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) is:

Total Number of Claims 0

Total Amount Paid and Outstanding £0.00



## **Premises Specific Questions**

**Premises 1** 

Address of Premises: Flats 1-7

Coflats Community Slad Brook

Merrywalks Stroud, Glos GL5 1QA

Building Use: Block of Flats

Year the premises were built? 1880

Construction of premises? Traditional

Premises heating method? Ducted warm air or water filled radiators

What percentage of the premise is unoccupied? 0% Number of flats in block? 7

Floor Construction in block? Wooden

Number of Storeys? 4

Kitchen and/or bathroom facilities are shared?

The premises are occupied as bedsits or are occupied by

student tenants?

The premises are occupied as a hostel, Local

government or charitable housing association? No



#### **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 1947
- 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 failure to comply with any Health & Safety or Welfare or Environmental Protection legislation.

In respect of the business which is the subject of the 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 by subsidence and have no history of damage
- · free from any cracks to external walls.

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 Health and Safety Policy in place
- undertake Risk Assessment in order to identify hazards and complete risk improvements.

If any of the above statements are inaccurate you must contract 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 (e.g. 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 <a href="mailto:accsm@allianz.co.uk">accsm@allianz.co.uk</a> 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.

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#### 6. Sharing personal information

We may share personal information with:

- other companies within the global Allianz Group 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
- 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: <a href="mailto:acccsm@allianz.co.uk">acccsm@allianz.co.uk</a>

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: <u>dataprotectionofficer@allianz.co.uk</u>

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 <a href="https://www.allianz.co.uk">www.allianz.co.uk</a>.

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### **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 <a href="https://www.elto.org.uk">www.elto.org.uk</a>



# Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy.)

1.	Policy number	BB25972476
2.	Name of policyholder	Mr David Michael
3.	Date of commencement of insurance policy	07 January 2019
4.	Date of expire of insurance policy	07 January 2020

We hereby certify that subject to paragraph 2:-

- 1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Aldernay **(b)**; and
- (a) the minimum amount of cover provided by this policy is no less than £5 million (c);
   (b) the cover provided under this policy relates to claims in excess of £ but not exceeding £

Signed on behalf of **Allianz Insurance plc** Authorised Insurers

Jointhan Dye

Jonathan Dye Chief Executive

#### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all subsidiaries except any specifically excluded by name, or that the policy cover the holding company and only the names subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable specify the amount of cover provided by the relevant policy.