

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:	11/TX/13584627/11
The Insured:	Sommers Waste Solutions Ltd
Effective Date:	02/07/2018
Insurance Adviser:	Kerry London Limited
Business Description:	Environmental Consultancy
This Policy only applies to the office or surgery activities of the Business.	

Basis of Acceptance

All the Premises insured including outbuildings are self contained, occupied solely by you or occupied by you with the remaining parts occupied by others solely as offices or private dwellings, will be maintained in a good state of repair.

If subsidence has been requested all properties are free from any sign of damage caused by subsidence, ground heave or landslip, and have no history of such damage.

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.

Date business established

10/2009

Premises Specific Questions

Address of Premises: Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL

Are the Premises heated by any method other than by fixed gas/oil/electrical heating

No

systems?

How many flood claims have you had in the last five years? 0

What type of construction are the Premises? Traditional

Fire Resisting – constructed of non-combustible material, including floor and stairs

Traditional – walls constructed of brick, stone, concrete or other non-combustible materials and external roof covering of slate, tile, metal, concrete, corrugated asbestos or other non-combustible materials or felt on timber (up to a maximum 25% of the total roof area)

Non-Standard – not conforming to the above criteria

Are the Premises occupied at night by you or your staff? Yes

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 an official caution for a criminal offence within the last three years other than a (road traffic) motoring offence
- been declared bankrupt
- been the subject of any county court judgement (CCJ), winding up order, insolvent liquidation or administration or have made any composition or arrangement with creditors
- been a director or partner of a company which has gone into insolvent liquidation, receivership or administration
- ever been prosecuted for 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.

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

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

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

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

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

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

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

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

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

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

Data Protection Act

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

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

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

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

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

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

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

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

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

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

Complete Office Amendment Schedule

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

Policy Number: 11/TX/13584627/11
Account Number: 11/95654 **Insurance Adviser:** Kerry London Limited
The Insured: Sommers Waste Solutions Ltd
Postal Address: 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL

Additional Premium:	£36.22	Annual Premium:	£622.67
Insurance Premium Tax:	£4.34	Insurance Premium Tax:	£74.72
Total Additional Premium:	£40.56	Total Annual Premium:	£697.39

The Annual Premium is representative of the amount that would have been charged had the adjustments made in this transaction been in place at the start of this period of insurance.

Effective Date: 02/07/2018 **Renewal Date:** 04/11/2018 at 12.00 hrs

Business Description: Environmental Consultancy

This Policy only applies to the office or surgery activities of the Business.

Premises Address(es)	Postcode	Survey Required
Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom	LU2 8DL	No

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

F/4354/1 - Temporary Removal
F/5445/1 - Removal of Average
F/1399/1 - Tenant Improvements and Landlords Fixtures and Fittings
SF/1300/1 - Note of Interest (02)

Section 1 Contents

Property at Premises Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL	
Office Contents	£3,556
Computer Equipment	£37,008
Tenant's Improvements	£0
Landlord's Fixtures and Fittings	£0
Business Records	£10,000
Total Sum Insured	£50,564

Section 1 Property anywhere in the United Kingdom **Not Insured**

Section 1 Property anywhere in the World **Not Insured**

Section 2 Money and Personal Assault

Property at Premises Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL

Non-Negotiable Money	£500,000
Money other than in above	
In Transit	£10,000
In Registered Post	£500
On Premises During Business Hours	£10,000
On Premises out of Business Hours not contained in a locked safe (including money in vending and gaming machines)	£500
In Safe out of Business Hours	£10,000
In Insured's Personal Custody	£1,000
In a self fill Automated Teller Machine (ATM) at the Insured's Premises	£10,000
Unexpired Units in a Franking Machine	£1,000
Company Credit and Debit Cards	£500

Section 3 Business Interruption **Not Insured**

Section 3 Business Interruption (across all Premises) **Not Insured**

Section 4 Liabilities

Event 1. Employers Liability - Limit of Indemnity	£10,000,000
Event 2. Public Liability - Limit of Indemnity	£5,000,000

Section 5 Commercial Legal Expenses

	Any One Claim Limit of Indemnity
Event 1 - Employment Disputes and Awards of Compensation	£100,000
Event 2 - Taxation Proceedings	£100,000
Event 2 - Taxation Proceedings, Business Self Assessment Aspect Enquiry only	£2,000
Event 3 - Criminal Prosecution Defence	£100,000
Event 4 - Damage to Premises	£100,000
Event 5 - Data Protection	£100,000
Event 6 - Commercial Tenancy Agreement	£100,000

No cover for Residential Disputes	
Event 7 - Statutory Licence Appeal	£100,000
Event 8 - Pension Trustee Defence	£100,000
Event 9 - Employee's Civil Defence	£100,000
Event 10 - Personal Injury	£100,000
Event 11 - Jury Service Allowance	£5,000
Event 12 - Contract Disputes - Below Small Claims Limit	£50,000

Current Small Claims Limits:

England and Wales	£10,000
Scotland	£3,000
Northern Ireland	£3,000
Channel Islands	£10,000

Witness Attendance Allowance	£5,000
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Period of Insurance aggregate limit: £1,000,000

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

Master Policy Reference: 36728

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

Section 6 Buildings **Not Insured**

Section 7 Additional Computer Cover **Not Insured**

Section 8 Terrorism **Not Insured**

Clause Details

F/4354/1 - Temporary Removal

Section 1 - Contents Extension 1 Temporary Removal is restated as follows:

The Insurer will indemnify the Insured in respect of Damage as insured under this Section to the Property Insured, while temporarily removed elsewhere or in transit anywhere in Europe and for up to 30 days in each Period of Insurance, anywhere in the world.

The maximum the Insurer will pay in respect of any one item is

- A. £1,000 in respect of computer system records, books, deeds, manuscripts, plans, drawings or documents
- B. £5,000 in respect of any other Property Insured

The Insurer will not indemnify the Insured in respect of Damage caused

- A. by theft or attempted theft from any unattended vehicle where
 - i. all doors and windows have not been locked
 - ii. the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight
- B. to property in any soft topped, open topped or open sided vehicle by storm or malicious persons or theft or attempted theft.

F/5445/1 - Removal of Average

The Insurer shall not enforce any term of the Policy to the extent that it makes any claims payment subject to average or to a reduction to reflect underinsurance. Nothing in this endorsement shall

relieve the Insured of its obligation to make a fair presentation of the risk or to notify the Insurer of any change of risk or of the consequences of failure to do so.

F/1399/1 - Tenant Improvements and Landlords Fixtures and Fittings

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

Building/Buildings

The buildings at the Premises including:

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

Property/Property Insured

Buildings, Contents, Landlord's Fixtures and Fittings, Tenants' Improvements, Stock and other items shown and/or described in the Schedule.

In addition, the following Definitions are added:

Landlord's Fixtures and Fittings

Fixtures and fittings in, or on, the Premises which belong to the landlord, including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises.

Tenants' Improvements

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

Under Section 1 - Contents, Definitions, Property Insured, Office Contents, part b is deleted and restated:

b Landlord's Fixtures and Fittings and Tenants' Improvements

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

SF/1300/1 - Note of Interest (02)

In accordance with details lodged with the Insurer, Grenke Leasing Ltd, Saxon House, 3 Onslow Street, Guildford, Surrey, GU1 4SY are interested in the insurance under Section 1 - Property Damage of this Policy as a lessor in respect of a leased photocopier under agreement number 130004410.

F/3347/3 - Stillage Condition

Office Contents and Computer Equipment which are portable must be raised at least 15 centimetres above the floor whilst within the Premises detailed below:

This clause is applicable to the following premises:

Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL

F/3358/2 - £500 Flood Excess

This Policy will not cover the first £500 of each and every claim caused by flood as defined below. For the purposes 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:

Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL

SF/1300/1 - Note of Interest (02)

In accordance with details lodged with the Insurer, Hewlett- Packard International Bank Plc are interested in the insurance under Section 1 - Contents of this Policy as lessor of a HP 12RR84EA Probook Laptop and 5 HP EliteOne 800 G3i7 23.8" FHD Anti-Glare Touchscreen Aio under agreement number 5398979019110548GBR3

This clause is applicable to the following premises:

Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL

F/2972/1 - Security Level 1

Security Level 1 as specified in the policy wording

This clause is applicable to the following premises:

Park Centre, 210 Butterfield, Great Marlings, Luton, United Kingdom, LU2 8DL

Client News – Notification of changes to your policy

The following amendments have been made to your Complete Office policy with effect from 2nd July 2018.

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

This Client News should be retained with your policy documentation.

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

F/1399/1 - Tenant Improvements and Landlords Fixtures and Fittings

The following items have been added to your Schedule under the Contents Section:

- Landlords Fixtures and Fittings
- Tenants Improvements