

# 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:

BB24155035

The Insured:

Entryway Ltd & Wellkit Property Management Ltd

Effective Date:

20 April 2017

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

# SUMMARY OF COVER

# SPECIAL SCHEME FOR BLOCKS OF FLATS AND RESIDENTIAL PROPERTY

# Lansdown Insurance Brokers in partnership with Allianz

- Damage to property insured against Fire and additional perils of Lightning, Explosion, Aircraft, Smoke, Earthquake, Subterranean Fire, Spontaneous Fermentation, Theft, Riot & Commotion, Malicious Persons, Storm or Flood, Escape of Oil or Water, Impact by Vehicles or Animals, Breakage or Collapse of Communication Aerials, Subsidence and Accidental Damage.
- ♦ Contents of common parts including: furniture, carpets, curtains, equipment and tenants' improvements up to a limit of £25,000 − can be increased.
- Damage caused by Falling Trees
- ◆ Accidental Damage to Underground Pipes or Cables plus up to £5,000 for loss of Metered Water
- ◆ Current re-building cost enhanced by 35% to cover post-loss inflation
- ♦ Capital Additions, up to 10% for extensions/alterations
- Trace and Access costs for locating the source of damage caused by escaping water
- Damage to Landscaped Gardens by Emergency Services
- ♦ Loss of Rent or Alternative Accommodation (including pets), 33.3% of Building Sum Insured
- ♦ Glass Breakage
- ◆ Employers' Liability Indemnity Limit £10,000,000
- ◆ Public Liability Indemnity Limit £10,000,000
- Cover for Unoccupied Flats subject to policy conditions
- Helpline for Claims Assistance/Emergencies
- ♦ Legal Expenses

NB: Property policies no longer provide any element of Terrorism cover: Full cover is available on payment of an additional premium.

This is a Summary of the cover and is subject to normal acceptance criteria and the conditions and exclusions of the Insurers' Policy.

A full policy wording is available on request.



# **Premises Specific Questions**

Premises 1

Address of Premises:

George Leybourne House

Fletcher Street

London E1 8HW

Building Use:

Block of Flats

Year the premises were built?

1988

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?

56

Floor Construction in block?

Concrete

Number of Storeys?

7

Kitchen and/or bathroom facilities are shared?

No

The premises are occupied as bedsits or are occupied by

student tenants?

No

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:

- been convicted of or 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 and/or are or have been subject of any 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 insolvency, liquidation, receivership or administration
- ever been prosecuted for failure to comply with any Health & Safety or Welfare or Environmental Protection legislation.

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

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

Where subsidence is covered all properties are:

- free from any sign of damage 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 ongoing training programme which is reviewed and recorded
- have and will continue to have a Health and Safety Policy in place
- undertake Risk Assessments in order to identify hazards.

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

#### **Material Fact Requirement**

Material facts are those facts which are likely to influence us in the acceptance or assessment of this proposal and it is essential that you disclose them. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy, or result in a claim being repudiated.

If at any time anything shall occur materially affecting the risk(s) insured you must as soon as possible give notice in writing to us.



#### **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"):

- 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>

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

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

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

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



# Complete Flat Owner Renewal Schedule

**Policy Number:** 

BB24155035

Agent:

South Essex Insurance Brokers Ltd T/as Lansdown Insurance Brokers

**Account Number:** 

18/96695

The Insured:

**Entryway Ltd & Wellkit Property Management Ltd** 

Postal Address:

55 George Leybourne House

Fletcher Street

London E1 8HW

First Premium:

£5.575.45

Annual Premium:

£5,575.45

**Insurance Premium Tax:** 

£557.54

Insurance Premium Tax: Total Annual Premium:

£557.54 **£6,132.99** 

Total First Premium:

£6,132.99

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20,132.33

Effective Date: 20 April 2017

Renewal Date: 20 April 2018 at 12.00 hrs

**Business Description:** Property Owner

The Premises

**Address** 

**Post Code** 

Α

George Leybourne House

Fletcher Street

London

**E1 8HW** 

Clauses applicable to the whole policy

C/397/1

Asbestos Inner Limit of Indemnity

C/398/3

Amendments to Cover

C/409/1

Loss of Rent

C/539/1

Amendment to Policy Condition 13 Unoccupied Buildings

C/1316/1

Alternative Accommodation

# **Section 1 Property Damage**

**Property at Premises A** 

Sum Insured

Description

Buildings Sum Insured:

£12,793,487

(Declared Value)

(£9,476,657)

Contents of Common Parts:

£33,750 (£25,000)

All Other Contents Sum Insured

£0

**Excluded Events** 

10

ACOM6104 03:14

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Excess:

Property Damage Excess Subsidence Excess

£250 £1,000

Section 2 Loss of Rent (Specified Premise)
Section 2 Loss of Rent (Across All Premises)

See Endorsement C/409/1 Not Insured

**Section 3 Property Owners Liability** 

Limit of Indemnity

£10,000,000

Excess:

Third Party Property Damage Excess

£250

**Section 4 Employers Liability** 

Limit of Indemnity:

£10,000,000

Employee Type

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

**Section 5 Personal Accident** 

Not Insured

#### **Section 6 Commercial Legal Expenses**

All Events Any One Claim Limit: £100,000 with the exception of:

- Event 2 Taxation Proceedings, Business Self Assessment Aspect Enquiry only £2,000
- Event 10 Jury Service Allowance £5,000
- Event 11 Contract Disputes Below Small Claims Limit £50,000

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

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

£200

£500

Master Policy Number 36725

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

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.

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#### **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/398/3 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:

# **26 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.

#### 27 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.



#### 28 Removal of Wasps' and Bees' Nests

Cover includes costs incurred by the Insured, up to an amount of £500 any one claim and £2,000 any one Period of Insurance, in removing wasps' or bees' nests from Buildings.

The Insurer will not pay for the cost of removing nests already in Buildings prior to the inception of this cover.

#### 29 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.

# 30 Tree Felling and Lopping

Cover includes costs incurred by the Insured, up to an amount of £500 any one claim, and £2,500 any one Period of Insurance, in removing or lopping trees which are an immediate threat to the safety of life or of Damage to the Property Insured.

The Insurer will not pay for

- a legal or Local Authority costs involved in removing trees
- b costs incurred solely to comply with a Preservation Order

#### 31 Tree Removal

The Insurer will pay the costs of removing fallen trees or branches from the Premises up to an amount of £500 any one claim and £2,500 any one Period of Insurance.

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/539/1 Amendment to Policy Condition 13 Unoccupied Buildings

Any reference to '30 consecutive days' within Policy Condition 13 Unoccupied Buildings is replaced with '45 consecutive days'.

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#### 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.

#### 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.

#### **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.

#### C/110/1 Other Interests

In accordance with details lodged with the Insurer, A1 Gas Limited have an interest in the insurance under Section 1 – Property Damage of this Policy of George Leybourne House, Flatcher Street, London, E1 8HW.



# **Exclusion of Damage by Airbnb tenants**

During the period that Flat 27 is occupied by Airbnb tenants the following exclusion applies:

Section 1 - Property Damage, Event 4, Exclusion d, is added as follows:

d Damage caused by Airbnb tenants

Section 1 - Property Damage, Event 11, Exclusion b is restated as follows:

b expediated or caused by Airbnb tenants

Section 1, Property Damage, Event 13, Exclusion n is added as follows:

n Damage caused by Airbnb tenants

For the purpose of this endorsement the definition of Airbnb tenants is: The tenants, arranged via Airbnb, of any residential accommodation forming part of the building and / or members of their household.

This applies to Damage to Flat 27 only.



# 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	BB24155035
2.	Name of policyholder	Entryway Ltd & Wellkit Property Management Ltd
3.	Date of commencement of insurance policy	20 April 2017
4.	Date of expire of insurance policy	20 April 2018

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

Jouthan 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.