

Statement of Fact - Client Policy Number: COFLA 31900

Your policy is arranged by Lansdown Insurance Brokers.

The insurance provided under this policy is insured by Covea Insurance plc for all sections other than the Legal Expenses section which is insured by DAS Legal Expenses Insurance Company Ltd.

Fair Presentation of the Risk

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore you should ensure that any information you have provided to us and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where you have provided us with information which relates to matters of your expectation or belief, it does not matter if such information turns out to be inaccurate provided that you acted in good faith when you provided us with such information.

If you do not comply with your duty to make a fair presentation of the risk, including failing to disclose or misrepresenting a material fact, or disclosing material facts to us in a way which is not clear and accessible your policy may not be valid or the policy may not cover you fully or at all.

A material fact is any fact which could influence our assessment or acceptance of your application for insurance.

You must also tell us about any facts or changes which affect your insurance and which have occurred either since the policy started or since the last renewal date.

If you are not sure whether certain facts are relevant please ask your insurance broker. If you do not tell us about relevant changes, your policy may not be valid or the policy may not cover you fully or at all.

You must check all the information contained within this document immediately and tell us if any details are incorrect.

You should keep a written record (including copies of letters) of any information you give us or your insurance broker.

Insurance cover does not commence until confirmed by us or Lansdown Insurance Brokers.

A Prospectus & Key Facts Summary or a specimen copy of the Policy wording is available on request.

Basis of Acceptance

5. Is more than 25% of the property unoccupied?

This Statement of Fact is a record of information supplied by you or on your behalf or assumptions we have made, about you, your business and your business partners and directors.

Name of Policyholder:	Entryway Ltd
2. Risk Address:	George Leybourne House Fletcher Street London E1 8HW
3. Business:	Ownership, management and maintenance of the premises
4. Effective Date:	20 April 2019

Covea Insurance plc. Registered office: Norman Place, Reading, Berkshire, RG1 8DA.
Registered in England and Wales No. 613259. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services registration number 202277.

KH4991.01.16

No



6.	When were the premises built?	1988	
7.	Are the premises' walls made wholly of brick, stone, concrete block, concrete, metal and also has a roof made wholly of slate, tile concrete, metal or other non-combustible materials across at least 50% of the		
	roof area ?	Yes	
8.	Are the flats part of a purpose built building or building that has been converted?	Purpose Built	
9.	The premises consists solely of residential flats? (if this is not the case please provide full details below)	Yes	
10.	Number of flats?	56	
11.	Number of storeys?	7	
12.	Are the floors wooden or concrete?	Concrete	
13.	Are kitchen or bathroom facilities shared?	No	
14.	Are the premises occupied as bedsits or HMO licensed?	No	
15.	Is 25% or less of the flats at the premises occupied as holiday homes, holiday flats or second homes?	Yes	
16.	Are the premises occupied by Students?	No	
17.	Are the premises occupied as a local authority hostel or charitable housing association placements?	No	
18.	Is the property in a good state of repair?	Yes	
19.	2. You have not suffered any losses, or made any claims, or had any claims made against you by any employee or any third party, in respect of death, injury, damage to property or legal expenses during the last three years, whether insured or not (not including claims whilst insured by Covea), in respect of any of the risks which you now wish to insure, other than as detailed below in this Statement of Fact (please note any claims that you have incurred since you have been insured with us and have been declared to Lansdown Insurance Brokers are not shown).		

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20. Has the property ever suffered from Subsidence or is there

No



evidence of damage caused by subsidence, heave or landslip?

21. Has the premises flooded or are in an area liable to flooding, or you have been informed, or are aware that the premises are in a potential flood risk area?

No

- 22. No insurer has ever declined your proposal (i.e. refused to provide an insurance quotation for you) or refused to offer renewal of or cancelled your policy or imposed special terms or conditions for any of the risks which you now wish to insure.
- 23. Your business and employees are domiciled in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.
- 24. You, your partners or directors have not been convicted of or charged with (but not tried) or received a police caution in connection with any criminal offence (other than motoring offences). Note: Convictions regarded as spent under the Rehabilitation of Offenders Act 1974 do not need to be disclosed.
- 25. You, your partners or directors have not been prosecuted or received notice of intended prosecution, issued with a simple caution or been served with a prohibition or improvement notice in connection with a breach of any health and safety legislation.
- 26. You, your partners or directors have not been declared insolvent or bankrupt or been the subject of bankruptcy proceedings or an Individual Voluntary Arrangement.
- 27. You, your partners or directors have not been the subject of a County Court Judgement (or Scottish equivalent) nor are there any proceedings pending.
- 28. You, your partners or directors have not been a director or partner in any business which is or has been the subject of a winding up or administration order, receivership proceedings, or a Company Voluntary Arrangement.
- 29. You, your partners or directors have not been the subject of a Debt Relief Order nor are there any applications pending.

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.



Additional Information

How We Use Your Information

Please visit <u>www.coveainsurance.co.uk/dataprotection</u> for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by you, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as "sensitive personal information", we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including sensitive personal information.

How we share your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.



We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

Automated Decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

How to Contact Us

Please contact us if you have any questions about our Privacy Policy or the information we hold about you:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless we agree in writing with you otherwise, this insurance shall be subject to the law applying in the part of the United Kingdom, Channel Islands or Isle of Man where you have your principal place of business. If there is any dispute, the law of England and Wales shall apply.

Registration and Regulatory Information

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Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Reference Firm Number is 202277. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.



Residential Property Insurance

New Business Schedule

Policy number: COFLA 31900

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

The Insured: Entryway Ltd

Postal address: 55 George Leybourne House

Fletcher Street

London E1 8HW

Annual premium: £5,580.36
Insurance Premium Tax: £669.64
Total annual premium: £6,250.00

Effective date: 20 April 2019 Renewal date: 20 April 2020

Business description: Ownership, management and maintenance of the premises

The Premises Address Postcode

A George Leybourne House

Fletcher Street

London

E1 8HW

Property Damage Section

Premises ASum InsuredSum Insured:£13,535,171Declared Value:(£10,151,632)

Contents of Communal Parts

Sum Insured £25,000

Excluded Events:

Property Damage Excess: £250 Subsidence Excess: £1,000



Alternative accommodation and loss of rent In respect of Residential Buildings or any Individual Flat

Maximum of 33.33% of the Premises Sum Insured payable for a maximum period of 36 months

Loss of Rent Section In respect of Non-Residential Buildings	
Premises A	
Sum Insured:	£0
Terrorism	Not Insured
Employers' Liability	
Limit of Indemnity	£10,000,000
Property Owners Liability	
Limit of Indemnity Third Party Property Damage Excess	£10,000,000 £250
Legal Expenses	Insured
Limit of Indemnity	£100,000
Endorsements Applicable:	Yes
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General Interests Clause

The interests of the owner(s) lessee(s) lessor(s) mortgagee(s) or other third parties which **You** are required to include on the Policy are automatically noted. **You** will be required to tell **Us** of these in the event of a claim.



LANPD7 – Felt Roof Maintenance Condition

If the **Premises** situate George Leybourne House, Fletcher Street, London, E1 8HW is partly felt roofed and exceeds 25% of the roof area and the age of the felt roof is 10 years or older, or not known

It is hereby declared and agreed that:

- a) the Excess for each and every claim in respect of Storm is amended to £250 or the policy excess shown in the Schedule whichever is the greater on that portion of the **Building** roofed with felt on timber
- b) the felt on timber portion of the roof is to be inspected at least every two years by a competent roofing contractor and any recommendations are to be implemented immediately

LANGEN5 - Survey

This policy has been issued or renewed subject to us completing a survey or surveys of the premises or of any other location(s) as specified by us.

You will provide us with an appropriate contact name and telephone number, which can be used to arrange the survey, within 10 days of the renewal date of the contract.

You will allow us access to the premises to carry out the survey, within 60 days of the renewal date of the contract.



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 policy holder employs persons covered by the policy)

Policy Number COFLA 31900

Name of Policy Holder Entryway Ltd

Date of commencement of insurance 20 April 2019

Date of expiry of insurance 20 April 2020

We hereby certify that subject to paragraph 2:-

- 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 Alderney (b): and
- (a) the minimum amount of cover provided by this policy is no less than £5million. (c)

Signed on behalf of Covea Insurance plc

Authorised insurers

James Reader

Chief Executive Officer

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 its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named 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.

Important The Employers' Liability Limit of Indemnity provided by the above numbered policy is £10 million and not the minimum of £5 million referred to in paragraph 2 above.



NOTICE TO POLICYHOLDERS

1 - The Insurance Act 2015

Introduction

The Insurance Act 2015 (the 'Act') introduces the most significant changes to UK insurance contract laws in over 100 years. The Act comes into force on 12 August 2016 and will apply to all insurance policies in England and Wales, Scotland and Northern Ireland which incept, renew or are varied from that date.

The Act reforms post contractual issues for consumer and non-consumer insurance contracts alike and precontractual obligations on commercial policyholders to make a fair presentation of the risk.

The Act focusses on specific areas for reform with the intention of modernising outdated commercial insurance law and achieving a balance between the interests of the Insured and the Insurer.

Detailed below are the key changes implemented by the Act and the effects of them on you and your insurance policy.

This Notice does not constitute legal advice nor is it designed to be a summary of the Act itself. If you require any additional information please contact your insurance broker.

Basis of the contract provisions

The Act prohibits any clause or provision in an insurance policy which converts pre-contractual statements or representations made by an insured into contractual warranties. These provisions are commonly referred to as 'basis of the contract' clauses/provisions.

In line with these requirements, we have removed all basis of the contract provisions from our policies and pre contractual documents.

Breach of warranties and other terms designed to reduce particular types of risk

The Act updates the law relating to breach of warranties and other terms which are designed to reduce particular types of risk.

Under the Act, breach of warranty will now result in insurance cover being suspended for the duration of the breach, with cover being re-instated once the breach has been remedied (if that is possible).

Additionally, under the Act, insurers will no longer be able to rely on the insured's non-compliance with a warranty or any other term designed to reduce a particular type of risk to decline a claim if the insured can show that its non-compliance with that term could not have increased the risk of loss that occurred in the circumstances that it occurred.

In order to effect these changes, we have replaced all warranties in our policies with 'conditions precedent'. A 'Condition precedent to liability' means that a breach of the condition will only allow an Insurer to avoid a claim where the breach of the condition is directly relevant to the claim in question.

Use of a 'Condition precedent to liability' preserves the Insured's right to pursue other claims under the Policy. In addition, all breaches of a condition can be remedied and if this is done prior to a loss, the Insurer has to pay the claim.

You should check your schedule to review the changes which apply to your Policy.

Remedy for fraud

The Act has removed the insurers' option of avoidance – treating the policy as if it had never existed, which means that the insurer is still on risk for claims made before the fraudulent act occurred. The Act sets out the remedies now available to the insurer in the event of fraud, which we have adopted in a revised 'Fraud' condition.

If a policyholder exaggerates, makes a fraudulent claim, or uses fraudulent documentation, we may refuse to pay the claim. We may also have the option to terminate the policy and retain the premium from the date of the fraudulent act.