

# 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:        | LX13202004   |
| The Insured:          | Lillie Bridge Ltd                                  |
| Effective Date:       | 05/02/2024   |
| Insurance Adviser:    | Hall Insurance Services Ltd                        |
| 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.

Business Description:

Builders - Domestic and Light Commercial work only 100.00%

Have you had at least 3 years professional experience in the trade(s) above? Yes

Date business established 01/2020

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

Slings or cradles No

Are any of the following handled, stored, transported or used in conjunction with the Business:

|   |    |
|---|----|
| Silica, asbestos or materials containing asbestos   | No |
| Gases, explosives, acids or hazardous chemicals   | No |
| Other dangerous substances, radioactive, noxious or polluting liquids substances or waste | 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 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).

|                                   |    |
|-----------------------------------|----|
| 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) motoring offences
- been charged (but not yet tried) with a criminal offence other than (road traffic) motoring offences
- received a caution for a criminal offence within the last 3 years that is unspent under the Rehabilitation of Offenders Act 1974 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
- any convictions for failing to comply with any Health & Safety or welfare or environment protection legislation that are unspent under the Rehabilitation of Offenders Act 1974
- been the director of a company which has been prosecuted, for failing to comply with any Health & Safety or welfare or environment 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;

- 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.**

### 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](http://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

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

First Premium: £839.64  
 Insurance Premium Tax: £100.75  
**Total First Premium: £940.39**

Insurance Premium Tax is stated at the prevailing rate.

This Schedule should be read in conjunction with the Complete Contractor policy overview (**ACOM753/11**) and Complete Contractor policy wording (**ACOM213/11**).

**Policy Number:** LX13202004  
**Account Number:** 07/61458 **Insurance Adviser:** Hall Insurance Services Ltd  
**The Insured:** Lillie Bridge Ltd  
**Postal Address:** Unit 6, Compass House, Smugglers Way, London, Surrey, United Kingdom, SW18 1DB  
**Effective Date:** 05/02/2024 **Renewal Date:** 04/02/2025 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/4352/1 - Domestic and Light Commercial Work - Policy Restriction**

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|  |          |
|--|----------|
| Total wagheroll  | £120,000 |
| Number of persons in each category:  |          |
| Proprietors and Partners   | 2        |
| Working Directors  | 0        |
| Employees and Labour Only Subcontractors   | 2        |
| Temporary Employees – maximum of 3 Employees who do no more than 100 days in total (not per person) work for the Business during the annual Period of Insurance. | 0        |
| What percentage of your turnover relates to payments to bona fide subcontractors?  | 26-50%   |

**Section 1 - Public and Products Liability**

Limit of Indemnity £5,000,000  
 Excesses:

**Section 2 - Employers' Liability**

Limit of Indemnity £10,000,000

**Section 3 - Tools**

Not Insured

**Section 4 - Contract Works**

Not Insured

**Section 5 - Personal Accident**

Not Insured

**Section 6 - Commercial Legal Expenses**

Not Insured

**Section 7 - Property Damage**

Not Insured

**Section 8 - Business Interruption**

Not Insured

**Section 9 - Terrorism**

Not Insured

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**Clause Details****L/4352/1 - Domestic and Light Commercial Work - Policy Restriction**

Cover under this Policy is restricted to work connected with Domestic and Light Commercial premises only. Work on any other premises is excluded.

For the purposes of this Clause, Domestic and Light Commercial means work in or on;

- A. private dwellings or blocks of flats;
- B. shops, shopping centres, supermarkets, offices, surgeries; or
- C. public houses, restaurants, cafes, take-aways, bars, private hotels, bed and breakfasts or guest houses, caravan sites, social clubs or nursing homes.

## Liability Cover Summary

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**Policy Number:** LX13202004      **Agent:** Hall Insurance Services Ltd  
**The Insured:** Lillie Bridge Ltd

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**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 | 05/02/2024  |
| Date of Expiry of Insurance       | 04/02/2025  |
| Limit of Indemnity                | £10,000,000 |
| Indemnity to Principal            | Included    |

### Public and Products Liability Section

|                                   |            |
|-----------------------------------|------------|
| Date of Commencement of Insurance | 05/02/2024 |
| Date of Expiry of Insurance       | 04/02/2025 |
| Limit of Indemnity                | £5,000,000 |
| Indemnity to Principal            | Included   |

Subject to the terms and conditions of your Complete Contractor policy wording (ACOM213/11).

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





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](http://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](mailto: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](http://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

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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.

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What is the value of your claim?  up to £10,000  up to £25,000