

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:	07/BQ/13327740/06
The Insured:	Frithsden Construction SW Limited
Effective Date:	08/06/2020
Insurance Adviser:	Titan Insurance Services Ltd
Business Description:	Builders - All Premises
Operative Wording:	Construction
Professional Service:	

The services performed by any Insured under a contract for any professional design or specification, as building or engineering contractors including but not limited to supervision of construction, feasibility studies, technical information, calculation or survey subject to any surveys being performed by a Properly Qualified Person. Professional Services shall not include supervision by an Insured of its own or its subcontractors' workmanship where such supervision is no different from that which would be expected of an Insured if it is only a workmanship and/or management obligation. Professional Services shall also include the duty to warn of defects in the professional activities of others.

Basis of Acceptance

Allianz Insurance Plc has accepted this risk based on the provision of the following information:

Construction

Have services ever been or are services provided in relation to the following activities;

- | | |
|---|----|
| <ul style="list-style-type: none"> ▪ asbestos surveying ▪ environmental consultancy | No |
|---|----|

Do government departmental or local authority contracts exceed 50% of the turnover or income amount declared for the last 12 month period?	No
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Have any projects undertaken failed to be completed?	No
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If no design liability has been disclosed, have past contracts ever been undertaken with a design liability?	No
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Are indirect & consequential losses excluded within contracts for clients? Yes

Additional Information:

Have there been any changes to activities or services provided in the last 12 months or are there any planned changes for the next 12 months? No

Do the principal, partner(s) or director(s) of the proposer hold relevant qualification(s) or have a minimum of two years relevant experience for the activities being insured? Yes

Are services ever provided without drawing up terms of engagement or contract, including any changes, specifying the work to be undertaken and the extent of your responsibility in writing? No

Has there ever been previous disciplinary action taken by an outside professional or regulatory body? No

Does the proposer ever employ staff without performing background checks prior to them being employed? No

Is cover required for a previous business? No

Fees paid to subcontractors or consultants £0

Claims Experience as at Inception of Policy

Have any Professional Indemnity claims ever been made against the firm(s) and/or predecessors of the firm(s) and/or your current and/or retired partners, directors or principals, either individually or otherwise for any negligence, errors, omission, breach of professional duty or the like, whether successful or not? No

Total number of claims and notifications 0

Total amount paid and outstanding £0

Are any of the partners, directors or principals aware of any pending claims and/or circumstances existing which may give rise to a Professional Indemnity claim against the firm(s) and/or predecessors of the firm(s) and/or your current and/or retired partners/directors/principal? 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 1974
- 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 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.

And that:

- the business is registered and domiciled in the UK.

Profession specific assumptions:

- None

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.

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 accsm@allianz.co.uk 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.

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: accsm@allianz.co.uk

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: dataprotectionofficer@allianz.co.uk

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 www.allianz.co.uk

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 www.elto.org.uk

Complete Professional Indemnity Renewal Schedule

Your insurance policy is due for renewal on 08/06/2020.

Have you checked that your insurance cover still meets your needs? You may be able to get the insurance cover you want at a better price if you shop around.

It is important that you do not base your decision on price alone, so please ensure the cover you purchase correctly reflects your needs. Your Insurance Adviser can also provide suitable alternative quotes at your request.

The premium, terms and conditions of your policy have been based on the information we have received from you through your Insurance Adviser. If any of the information is incorrect it is important that you contact your Insurance Adviser so that your cover remains operative. If you have any doubts about what you should disclose, then contact your Insurance Adviser.

Renewal Premium:	£880.63	Last Year's Premium:	£704.52
Insurance Premium Tax:	£105.67	Insurance Premium Tax:	£84.54
Total Renewal Premium:	£986.30	Last Year's Total Premium*:	£789.06

*If you have made any changes to your policy in the last 12 months the amount shown as Last Year's Total Premium is what you would have paid if the changes had been in place at the start of your last policy year.

Insurance Premium Tax is stated at the prevailing rate.

This Schedule should be read in conjunction with the Complete Professional Indemnity policy overview (**ACOM6166/3**) and Complete Professional Indemnity policy wording (**ACOM6155/2**).

Policy Number: 07/BQ/13327740/06

Account Number: 07/48798 **Insurance Adviser:** Titan Insurance Services Ltd

The Insured: Frithsden Construction SW Limited

Postal Address: Po Box 1575, Berkhamsted, United Kingdom, HP4 9DU

Effective Date: 08/06/2020 **Renewal Date:** 08/06/2021 at 00.01 hrs

Business Description: Builders - All Premises

Operative Wording: Construction (ACOM6155/2)

Has the operative wording been amended to Miscellaneous No

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

C/1150/1 - Aggregate/Costs inclusive Clause

C/6209/1 - Policy Amendments - Cyber Event - Professional Indemnity

Professional Indemnity

Limit of Indemnity	£1,000,000
Basis of Limit	Aggregate
Excess	£1,000
Retroactive date	08/05/2019
Date business established	01/01/2007
Turnover or income in the last 12 months	£1,500,000
In any one of the last 5 years, has turnover or income increased or decreased by more than 25%?	No

Geographical split of the turnover or income amount declared for the last 12 month period

Percentage from the United Kingdom (UK)	100.00%
Percentage from the European Union (EU) (excluding UK)	0.00%
Percentage turnover from the USA/Canada not subject to USA/Canada jurisdiction	0.00%
Percentage turnover from the USA/Canada subject to USA/Canada jurisdiction	0.00%
Percentage turnover from the rest of world	0.00%
Largest contract size undertaken in the past 12 months	£1,000,000

Activity Split: Construction

Turnover where the proposer designs and constructs from their own design and provides full technical supervision	20.00%
Turnover where the proposer constructs from others design performed on the proposers behalf	80.00%
Turnover where the proposer constructs from others designs and where others carry out technical supervision on firms behalf	0.00%
Fees where the proposer provides design and technical services with no construction	0.00%
Turnover where the proposer constructs from designs provided by the client	0.00%
Other turnover not specified above	0.00%
Total	100.00%
Aborted Work	0.00%
Architecture - New build/structural refurbishment	100.00%
Architecture - Non-structural refurbishment	0.00%

Building surveys non-structural / land surveys	0.00%
Civil engineering	0.00%
Electrical engineering	0.00%
Feasibility studies/expert witness work	0.00%
Heating and ventilation engineering	0.00%
Interior design	0.00%
Landscape / garden architecture	0.00%
Mechanical engineering	0.00%
Planning supervisory / CDM activities	0.00%
Soil & foundation engineering	0.00%
Structural engineering	0.00%
Structural surveys/valuations	0.00%
Town planning	0.00%
Project co-ordination	0.00%
Project management	0.00%
Quantity surveying	0.00%
Other	0.00%
Total	100.00%

Work Split: Construction

Airports/railways	0.00%
All other leisure	0.00%
Amusement parks	0.00%
Arenas/stadia/amusement rides	0.00%
Aviation/automotive/military/marine	0.00%
Bridges/tunnels	0.00%
Chemical/oil/nuclear facilities	0.00%
Children's play areas	0.00%
Churches/cathedrals	0.00%
Cladding/glazing/curtain walling	0.00%
Clean rooms	0.00%

Dams/mines	0.00%
Demolition	0.00%
Factory/Industrial	0.00%
Foundations/piling/underpinning	0.00%
Harbours/jetties/offshore installations	0.00%
Housing schemes (over 3 floors)	0.00%
Housing schemes (under 3 floors)	100.00%
Mechanical and bulk handling plant	0.00%
Office/Retail	0.00%
Pipe work/tanks/vessels/silos	0.00%
Power plants	0.00%
Pubs/restaurants/hotels	0.00%
Roads/highways/motorways	0.00%
Schools/hospitals/municipal buildings	0.00%
Sewerage/water schemes	0.00%
Swimming pools	0.00%
Other	0.00%
Total	100.00%

Clause Details

C/1150/1 - Aggregate/Costs inclusive Clause

The Limit of Liability (Limit and Retention) provision is deleted from the Policy and replaced with the following:

Limit of Liability

1. The total amount payable by the Insurer under this Policy for all Claims in the aggregate during the Period of Insurance shall not exceed the Limit of Liability.
2. Sub-Limits of Liability, Extensions and Defence Costs are part of that amount and are not payable in addition to the Limit of Liability.
3. Each sub-limit of liability set forth in this Policy is the most the Insurer will pay in the aggregate under this Policy as Loss in respect of any insurance cover or extension to which it applies.
4. The inclusion of more than one Insured under this Policy does not operate to increase the total amount payable by the Insurer under this Policy.
5. The Limit of Liability is the total sum payable by the Insurer. Any sum paid by the Insurer under this Policy shall erode the Limit of Liability. In no circumstances shall the liability of the Insurer exceed the Limit of Liability.

All other terms conditions and exclusions remain unchanged.

C/6209/1 - Policy Amendments - Cyber Event - Professional Indemnity

This Section shall not cover any Loss, damage, fees, costs, charges, expenses or liability in connection with any Claim arising out of, based upon or attributable to any Cyber Event
For the purposes of this Exclusion

Cyber Event means any actual, alleged or suspected:

- A. Damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the Insured, an independent contractor or an outsourced service provider of the Insured Company; and/or
- B. Unauthorized access to or use of any personal information, personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the Insured, an independent contractor or an outsourced service provider of the Insured Company; and/or
- C. Non-physical and technological failure of the Company's Computer System, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the Insured Company's business caused by such event(s); and/or
- D. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the Company's Computer System. This includes, but is not limited to, any interruption of the Insured Company's business caused by such event(s); and/or
- E. Interruption of the Insured Company's business caused by an accidental, unintentional or negligent act, error or omission of the Insured person in the operation or maintenance of the Company's Computer System which causes total or partial unavailability of the Company's Computer System; and/or
- F. Breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items A and C of Cyber Event definition, data includes but is not limited to personal information, personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the Insured Company or its outsource service provider(s) for the purpose of storing and processing the Insured Company's electronic data or software.

All other terms, conditions, provisions, Exclusions and limitations of this Section otherwise remain unchanged.

Client News – Notification of changes to your policy

The following amendments have been made to your Complete Professional Indemnity policy with effect from renewal, 8th June 2020.

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.

Cyber Clarification Clause - Renewal Notice to Policyholders

With effect from renewal we will affirmatively clarify the scope of cyber coverage afforded under this policy. It is important to note that the scope of cover is unaltered from that previously provided and intended by us and that this change has been implemented following guidance provided to insurers by our regulator. Please review the attached clause(s) for full details

Clauses Added

The following clause(s) have been added with effect from the renewal date of your policy

C/6209/1 - Policy Amendments - Cyber Event - Professional Indemnity