

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:	32/LX/13176677/04
The Insured:	Mr Jamie Pateman trading as J P Electrical
Effective Date:	04/04/2022
Insurance Adviser:	Allsopp Kanabar Limited
Business Description:	Electricians & Electrical Contractors

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.

Electricians & Electrical Contractors 100.00%

Date business established 03/2015

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

Do you work on the following:

Fire/security alarms No

Industrial Machinery No

Computers and peripheral equipment 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 three years
- including events which have or could have resulted in a claim

relating to covers to be insured under this policy (whether insured or not at the time of loss).

Total number of claims 0

Total amount paid and outstanding £0

General Acceptance

This insurance contract is based on neither you nor your director(s) or partner(s) having:-

- any convictions that are unspent under the Rehabilitation of Offenders Act 1974 for a criminal offence other than (road traffic) motor offences
- been charged (but not yet tried) with a criminal offence other than (road traffic) motor offences
- received 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 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: How we use personal information

For information about how Allianz Insurance plc use your personal information, you can find a copy of the Privacy Notice in your policy wording or at 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 Renewal Schedule

Your insurance policy is due for renewal on 04/04/2022.

Have you checked that your insurance cover still meets your needs?

You have been insured with Allianz Insurance Plc for a number of years. 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:	£171.54	Last Year's Premium:	£198.81
Insurance Premium Tax:	£20.58	Insurance Premium Tax:	£23.85
Total Renewal Premium:	£192.12	Last Year's Total Premium*:	£222.66

*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 Contractor policy overview (**ACOM753/9**) and Complete Contractor policy wording (**ACOM213/9**).

Policy Number: 32/LX/13176677/04

Account Number: 32/14377 **Insurance Adviser:** Allsopp Kanabar Limited

The Insured: Mr Jamie Pateman trading as J P Electrical

Postal Address: 13 Mulberry Close, Lutterworth, Leicestershire, United Kingdom, LE17 4DF

Effective Date: 04/04/2022 **Renewal Date:** 04/04/2023 at 12.00 hrs

Business Description: Electricians & Electrical Contractors

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

L/2246/1 - Exclusion of Work Above 10 Metres in Height
L/369/1 - Manufacture of Electronic Goods Exclusion

L/1031/1 - Broker Network Enhancements
L/1032/1 - Public Liability Extension Amendment
L/8100/1 - Policy Amendments - Cyber Event
L/8101/1 - Section 1 - Public Liability - Cyber Event
L/2248/1 - Section 6 - Commercial Legal Expenses Amendment
L/2251/1 - Economic Sanctions
L/4332/1 - Contagious and Infectious Disease Exclusion

Total wageroll	£10,400
Proprietors and Partners	1
Working Directors	0
Employees and Labour Only Subcontractors	1
Temporary Employees	0
What percentage of your turnover relates to payments to bona fide subcontractors	1-25%

Public Liability

Limit of Indemnity	£5,000,000
Standard Excess	£250

Employers Liability

Limit of Indemnity	£10,000,000
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Tools

Not Insured

Contract Works

Not Insured

Personal Accident

Not Insured

Commercial Legal Expenses

The maximum amount the Insurer is liable to pay under this Section is:

	Limit of Indemnity
1 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance.	£250,000
2 Any One Claim relating to a Business Aspect Enquiry	£2,000
3 Any One Claim relating to Jury Service Allowance	£5,000
4 Any One Claim relating to Witness Attendance Allowance	£5,000
5 For all Claims in the aggregate first notified to the Insurer during the Period of Insurance.	£1,000,000

(collectively "the Limit of Indemnity")

The above amounts are all inclusive of Legal Expenses, Awards of Compensation and Data Protection Compensation Awards.

Master Policy Reference:36726

You can access all the additional services and benefits of your legal expenses policy, including a free legal health check and free legal advice helpline, by visiting www.allianzlegal.co.uk. To register for Allianz Legal Online, which provides legal support and templates for over 140 business and legal documents, your registration code is ALP269A25UK .

Property Damage	Not Insured
Business Interruption	Not Insured
Terrorism	Not Insured

Clause Details

L/2246/1 - Exclusion of Work Above 10 Metres in Height

This Policy does not cover Damage or liability arising out of any work at a height of more than 10 metres above ground or floor level.

L/369/1 - Manufacture of Electronic Goods Exclusion

Sections 1 and 2 of this Policy do not cover the manufacture by the Insured of electrical or electronic goods or parts thereof.

L/1031/1 - Broker Network Enhancements

The following extensions only apply if the corresponding Sections are operative on the Schedule:

Inflation Protection

Under Section 4 - Contract Works, Cover, Inflation Protection is deleted and restated as follows: If at any time the Contract Price is exceeded, the Sum Insured shown as the maximum contract price shall be increased similarly by an amount not exceeding 20%.

Negligent Breakdown and Continuing Hire Charges

Under Section 4 - Contract Works, Extension 10 Negligent Breakdown and Continuing Hire charges is deleted and restated as follows:

Subject to a Sum Insured appearing against the Hired in Plant and Tools and Hired in Temporary Buildings items on the Schedule the Insurer will indemnify the Insured in respect of

- A. Damage to Hired in Plant and Tools or Hired in Temporary Buildings hired by the Insured to undertake a contract arising from any breakdown of such property due to the negligence of or misuse or misdirection of the property on the part of the Insured or his employees. Provided always that in respect of each occurrence the Insured shall be responsible for the first £250 of any Damage and the Insurer's liability shall not exceed the sum of £7,500 for any one item.
- B. the Insured's liability under the terms of a hiring agreement or otherwise to pay continuing hire charges consequent upon Damage to or negligent breakdown of Hired in Plant and Tools or Hired in Temporary Buildings hired in by the Insured.

The period in respect of which payment is made under this extension in respect of any one occurrence shall be the period beginning 72 hours after the Damage and ending not later than three (3) months after the Damage. The Insurer's liability shall not exceed the sum of £25,000 for any one Period of Insurance.

Temporary Removal

Under Section 7 - Property Damage, Basis of Settlement Adjustments, Extension 9 Temporary Removal is deleted and restated as follows:

Property Insured (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurer will not pay for

- A. such property more specifically insured
- B. Damage to vehicles licensed for road use, in so far as they are insured by this Section, occurring elsewhere than at the Premises from which such vehicles are removed
- C. more than 20% of the sum insured for each item covered, for Damage occurring elsewhere than at the Premises.

Metered Utilities

Under Section 7 - Property Damage, Basis of Settlement Adjustment 17 Metered Utilities is deleted and restated as follows:

Cover includes additional water, gas, electricity, oil or other metered supply charges incurred by the Insured up to an amount of £50,000 any one Period of Insurance, in consequence of Damage, but the Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied. The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for charges in the suppliers' charges and for variations affecting consumption of the Insured during the intervening period.

Trace and Access

Under Section 7 - Property Damage, Basis of Settlement Adjustments 19 Trace and Access is deleted and restated as follows:

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £50,000 any one claim.

Landscaped Grounds

Under Section 7 - Property Damage, Basis of Settlement Adjustment 22 Landscaped Grounds is deleted and restated as follows:

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £25,000 any one claim, in restoring landscape grounds to their original appearance when first laid out and planted, but the Insurer will not pay for costs arising due to the failure of trees, shrubs, plants, turf to germinate or become established.

Seasonal Increase

Under Section 7 - Property Damage, Basis of Settlement Adjustment 24 Seasonal Increase is deleted and restated as follows:

The Sum Insured in respect of Stock shall be increased by 30% during:

- A. the months of November and December
- B. a period of 14 days preceding and succeeding any Bank Holiday other than a Bank Holiday occurring during November and December

Own Goods in Transit

Under Section 7 - Property Damage, Basis of Settlement Adjustment 33 Own Goods in Transit part b in respect of clothing and personal effects of the driver of any vehicle or of any other person authorised to be in the Vehicle the limit is deleted and restated as £1,000 per person.

Unspecified Suppliers

Under Section 8 - Business Interruption, Extensions, Situation 1 Suppliers is deleted and restated as follows:

The premises of any of the Insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any separately specified supplier or of any supply undertaking from which the Insured obtain electricity, gas, water or telecommunications services subject to a limit of 20% of the Gross Profit Sum Insured or £100,000, whichever is less.

Unspecified Customers

Under Section 8 - Business Interruption, Extensions, Situation 2 Customers is deleted and restated as follows:

The premises of any of the Insured's customers but excluding the premises of any separately specified customer subject to a limit of 20% of the Gross Profit Sum Insured or £100,000, whichever is less.

L/1032/1 - Public Liability Extension Amendment

Under Section 1 - Public Liability, the following Extension is deleted and restated:

7 Data Protection

The Insurer will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the the Insured become(s) legally liable to pay as compensation under data protection legislation for Damage or distress resulting from the failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance provided that the Insured is

- A. a registered user in accordance with the terms of the data protection legislation
- B. not in business as a computer or data processing bureau

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The Insurer will not pay for

- i. any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- ii. any Damage or distress caused by any act of fraud or dishonesty
- iii. the costs and expenses of rectifying, rewriting or erasing data
- iv. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- v. the payment of fines or penalties

L/8100/1 - Policy Amendments - Cyber Event

Under Policy Exclusions, Exclusion 8 E-Risks is deleted and restated as:

8. Cyber Event

- A. Loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of, or damage to, Electronic and Digital Data from any cause whatsoever (including, but not limited, to Computer Attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- B. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Period of Insurance to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion:

Electronic and Digital Data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and Digital Data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer Attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

L/8101/1 - Section 1 - Public Liability - Cyber Event

Under Section 1 - Public Liability the following Section Exclusion is added:

14. Any loss, damage, expense or liability howsoever arising out of a Cyber Event.

This Exclusion does not apply to:

- 1. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock to any person
- 2. False arrest, false imprisonment, false eviction or malicious prosecution of any person

3. Loss of or damage to material property
4. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
5. Pollution or Contamination occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

Subject otherwise to the terms, conditions and exclusion of this Policy.

For the purposes of this Exclusion the following Definitions apply:

Cyber Event means

- A. any unauthorised Processing of Data by the Insured
- B. any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- C. any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, , adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a Third Party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

L/2248/1 - Section 6 - Commercial Legal Expenses Amendment

Under Section 6 - Commercial Legal Expenses, the following change is made:

Limit of Indemnity

The Limit of Indemnity under Item 1 is deleted and restated as:

1. £250,000 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance

All other terms, conditions and exclusions remain unchanged.

L/2251/1 - Economic Sanctions

Under Policy Exclusions the following is added:

Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

L/4332/1 - Contagious and Infectious Disease Exclusion

Contagious and Infectious Disease Exclusion

Under Policy Exclusions, the following is added and applies to all Sections other than Sections 1 Public Liability, 2 Employers' Liability and 5 Personal Accident.

13 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- A. Contagious or Infectious Disease;
- B. the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- C. the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- D. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this Exclusion will not apply to Physical Damage to Property Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- A. clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- B. monitor or test for Pathogens or a Contagious or Infectious Disease; or
- C. provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- A. cause Pathogens to come into contact with the premises or property of any person or entity; or
- B. cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Physical Damage - means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage.

Contagious or Infectious Disease - means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen - means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

Liability Cover Summary

Policy Number: 32/LX/13176677/04 **Agent:** Allsopp Kanabar Limited
Account Number: 32/14377
The Insured: Mr Jamie Pateman trading as J P Electrical

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	04/04/2022
Date of Expiry of Insurance	04/04/2023
Limit of Indemnity	£10,000,000
Indemnity to Principal	Included

Public Liability Section

Date of Commencement of Insurance	04/04/2022
Date of Expiry of Insurance	04/04/2023
Limit of Indemnity	£5,000,000
Indemnity to Principal	Included

Subject to the terms and conditions of your Complete Contractor policy wording (ACOM213/9).

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.

Client News – Notification of changes to your policy

The following amendments have been made to your Complete Contractor policy with effect from renewal, 4th April 2022.

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.

Removal of reference to Online Dispute Resolution (ODR) from our complaints wording

The following wording has been removed:

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Fair Processing Notice replaced with Privacy Notice

The Fair Processing Notice has been replaced with our updated Privacy Notice.

The updated Privacy Notice is available on Allianz.co.uk



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



Association of British Insurers

	available at www.hse.gov.uk/pubns/indg236.pdf .
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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 .

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
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

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

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.

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