

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:	32/LB/13304973/03
The Insured:	LAWTON HALL MANAGEMENT LIMITED
Effective Date:	29/03/2022
Insurance Adviser:	Mercer Jones and Company Ltd
Business Description:	Property Management

Basis of Acceptance

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

Date incorporated	19/06/2001
Company registration number	04237204
Legal Trading status	Limited
An Insured Party is disqualified, or has been disqualified in the past, from holding a licence or post	No

Claims Experience as at Inception of Policy

All circumstances, incidents, losses or claims which the Insured, any partner(s) or past/present director(s) or officer(s) (in connection with this or any other business in which you or they have been trading)

- have incurred in the last 5 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 and notifications	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 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 UK registered and privately owned.
- The business entity or legal status is not a Charity, Partnership or Public Limited Company.
- In the last completed financial year the business had a positive net worth and made a profit before tax.
- The turnover of the business in respect of USA/Canada does not exceed 15%.
- The assets of the business in respect of USA/Canada do not exceed 15%.

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 Directors & Officers Renewal Schedule

Your insurance policy is due for renewal on 29/03/2022.

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:	£130.00	Last Year's Premium:	£130.00
Insurance Premium Tax:	£15.60	Insurance Premium Tax:	£15.60
Total Renewal Premium:	£145.60	Last Year's Total Premium*:	£145.60

*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 Directors & Officers policy overview (**ACOM4289/8**) and Complete Directors & Officers policy wording (**ACOM4288/6**).

Policy Number: 32/LB/13304973/03

Account Number: 32/04796

**Insurance
Adviser:**

Mercer Jones and Company
Ltd

The Insured: LAWTON HALL MANAGEMENT LIMITED

Postal Address: 1 The Stables, Lawton Hall Drive, Church Lawton, Stoke-On-Trent, Cheshire, United Kingdom, ST7 3EH

Effective Date: 29/03/2022

Renewal Date: 29/03/2023 at 00.01 hrs

Business Description: Property Management

Registered Address: 20 The Gardens, Lawton Hall Drive, Church Lawton, Stoke-On-Trent, Cheshire, United Kingdom, ST7 3BG

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

C/560/1 - Professional Services Exclusion

C/6208/1 - Policy Amendments - Cyber Event - Directors and Officers
C/6217/1 - Insolvency Exclusion

Directors & Officers Liability

Turnover or income in the last 12 months	£60,000
Limit of Indemnity	£250,000
Excess	£0
Retroactive Date	19/06/2001

Company Entity Liability Cover

Limit of Indemnity	£250,000
Excess	£2,500

Company Entity Employment Practice Cover Not Insured

Commercial Crime Not Insured

Pension Trustee Liability Not Insured

Clause Details

C/560/1 - Professional Services Exclusion

For the purposes of this endorsement Policy and Section Definitions are denoted by capitalised text and not bold as shown in the Policy.

It is hereby understood and agreed that the INSURER shall not be liable for any LOSS or any INVESTIGATION COSTS in respect of any CLAIM arising from, based upon or attributable to the INSURED'S performance of or failure to perform professional services.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

C/6208/1 - Policy Amendments - Cyber Event - Directors and Officers

Section Exclusions - Cyber Event - Directors and Officers

This Policy 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

The Policy definition of Cyber Event is deleted and replaced as follows: -

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.

The following Automatic Extensions are hereby deleted: -

- (i) Extension 13 of the Directors and Officers Liability Section
- (ii) Extension 3 of the Commercial Crime Section

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

C/6217/1 - Insolvency Exclusion

It is hereby understood and agreed the Insurer shall not be liable for any Loss or any Investigation Costs in respect of any Claim arising from, based upon, or attributable to the financial failure, liquidation, bankruptcy, insolvency, receivership or administration of the Company.

It is further understood and agreed that the Insurer shall not be liable for any Loss or any Investigation Costs in respect of any Claim arising from, based upon, or attributable to the Company seeking protection under any bankruptcy laws or regulations, or any plan of reorganisation or liquidation (voluntary or otherwise), scheme of arrangement (voluntary or otherwise), or form of composition with third party creditors.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Policy shall have full force and effect.

Client News – Notification of changes to your policy

The following amendments have been made to your Complete Directors and Officers policy with effect from renewal, 29th March 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

The following service has been added to the wording;

Additional Benefits - Allianz legal online. This is an online and telephone based legal advisory and guidance service for clients.

The following has been restated in the wording;

Directors and Officers limit of indemnity can be offered up to a maximum of £2,000,000.

Company Entity coverage can be offered up to a maximum limit of £2,000,000.

Company Entity Employment Practice can be offered up to a maximum limit of £500,000.

The following has been removed from the wording;

Pension Trustee Liability section of cover. This is due to us not offering this coverage any more.

Section 1. Directors and Officers Liability, Automatic Extensions 13. Cyber Liability.