EARLY INTERVENTION SCHEME (EIS)

POLICY WORDING VERSION: 1.0-2020





TABLE OF BENEFITS

Cover	Number of unrelated incidents allowed during the Period of Insurance	Waiting Period
 Section 1 - Absence Due to Musculoskeletal Disorders Telephone Triage (determines clinically appropriate treatment) AND Initial Assessment Up to 4 Treatment Sessions as clinically appropriate Discharge Report OR Advice and sign-posting to relevant services if unsuitable for intervention within this service Letter to GP Discharge Report 	4	3 consecutive working days absence
 Section 2 - Absence Due to Mental III Health Issues Telephone Triage with mental health professional (determines clinically appropriate treatment in line with NICE Guidelines for Treatment of Common Mental Health Issues) AND Psycho-education (CBT based) and case management (up to 4 follow up calls as clinically appropriate) Provision of self-help literature relevant to symptoms Monitoring of symptoms using clinical outcome measures Discharge Report Guided self-help (CBT based therapeutic intervention) Provision of depression or anxiety workbook 1:1 therapy sessions (up to 6 - 30 minute sessions as clinically appropriate) Monitoring of symptoms using clinical outcome measures Discharge Report OR Advice and sign-posting to relevant services if unsuitable for intervention within this service Letter to GP Discharge Report 	4	3 consecutive working days absence
 Section 3a - Musculoskeletal Disorders Following a Motor Accident Treatment as Section 1 above. 	4	0 days
 Section 3b - Mental III Health Issues Following a Motor Accident Treatment as Section 2 above. 	4	0 days



CONTRACT OF INSURANCE

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

IMPORTANT

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, at what terms. If You are not sure whether a circumstance is material please ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability. We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

DEFINITIONS

1. Insured / You / Your

the party or parties specified in the Policy Schedule.

2. Insured Person

an employee who is any person directly employed by the Insured or any labour-only sub-contractor or agency staff under a contract of service with the Insured.

3. Mental III Health Issue / MIHI

any mental health illness including but not limited to anxiety and depression.

4. Musculoskeletal Disorder / MSD

any disorder affecting the muscles or bones.

5. Operative Time

the time within the Period of Insurance during which the Insured Person is covered for the benefits described in the Table of Benefits.

6. Period of Insurance

the Period of Insurance shown in the Policy Schedule.

7. Policy Schedule



the document which specifies details of the Insured, Period of Insurance, policy cover and any endorsements applying to the policy.

8. Rehabilitation

physiotherapy or mental health therapy as provided in the Table of Benefits.

9. Rehabilitation Service Provider

the service provider appointed by Alan Boswell Group Early Intervention Scheme from their panel of preferred providers.

10. Waiting Period

- (a) a continuous period of not less than 3 days, which are all usual working days for the Insured Person, or
- (b) a continuous period of not less than 3 days, which, after the first day of absence from a usual working day, includes at least one day which is a usual non-working day for the Insured Person. For the Waiting Period to be satisfied the Insured Person must still be absent from work on their next usual working day.

11. We / Us /Our

Alan Boswell Group Early Intervention Scheme is a facility offered through Alan Boswell Insurance Brokers Limited, Harbour House, 126 Thorpe Road, Norwich, NR1 1UL and underwritten by Aviva Insurance Limited.

Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth PH2 0NH. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

CONDITIONS

- 1. All treatment will be arranged by Us only.
- 2. On receipt of a referral by Us, the Rehabilitation Service Provider will carry out a telephone triage to assess the extent and appropriateness of the Insured Person's MSD or MIHI.
- 3. Sections 2 and 3b) are only for adults with mild to moderate levels of MIHI including anxiety and depression. For claims to be accepted under these sections the Insured Person needs to be registered with a general practitioner (GP).
- 4. An Insured Person can claim under Sections 1 and 2 in respect of the same incident.
- 5. An Insured Person can claim under Sections 3a) and 3b) in respect of the same incident.
- 6. During the Period of Insurance an Insured Person can make a maximum of four separate claims under each of the Sections 1, 2, 3a), and 3b).
- 7. In respect of Section 3 provision of Rehabilitation is only available when either You or the Insured Person has reported the motor accident to:
 - i) the police and obtains an accident reference number, or
 - ii) an insurance company and obtains a claims reference number.
- 8. If the Insured Person does not attend an appointment without cancelling it more than 12 hours before the arranged time the session will count as one of the available treatment sessions.
- 9. If the Insured Person cancels an appointment less than 12 hours before the arranged time, the session will count as one of the available treatment sessions.
- 10. If the Rehabilitation Service Provider is unable to contact the Insured Person within 14 days from the date that the claim is submitted the claim will be closed and the Insured Person will be unable to resubmit their claim in respect of this incident. This will count as one of their annual allocation under the appropriate Section.
- 11. It is understood and agreed that some MSDs or MIHIs may not be fully resolved by the treatment provided under this policy.
- 12. (a) You may cancel this policy at any time after the date We have received the premium by providing 30 days' notice in writing to Us.
 - (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.
 - If Your policy is cancelled under (a) or (b) above and provided that, during the Period of Insurance, there have been no:



- i) claim(s) made under the policy for which We have made a payment;
- ii) claim(s) made under the policy which are still under consideration;
- iii) incident(s) which You are aware of and are likely to give rise to a claim which have already been or are yet to be reported to Us;
- We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.
- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address. We will only do this for a valid reason, examples of which are:
 - a change in risk occurring which means that We can no longer provide You with insurance cover; or
 - non-cooperation or failure to supply any information or documentation that We request; or
 - threatening or abusive behaviour or the use of threatening or abusive language.

We will refund a proportionate part of the premium for the unexpired period provided that, during the Period of Insurance, there have been no:

- i) claim(s) made under the policy for which We have made a payment;
- ii) claim(s) made under the policy which are still under consideration;
- iii) incident(s) which You are aware of and are likely to give rise to a claim which have already been or are yet to be reported to Us.
- 13. You must provide Us with a fair presentation of the risk insured by this policy at inception, renewal or at the time of any change of circumstances. This means You must disclose to Us:
 - a) every material circumstance which You know or ought to know (including matters known to those responsible for Your insurance, and, if You are not an individual, matters known to Your senior management); or
 - b) sufficient information to put Us on notice that We need to make further enquiries for the purpose of revealing those material circumstances;

In respect of the disclosure of information as outlined in a) and b) above:

- i) this should be in a manner which would be reasonably clear and accessible to Us;
- ii) every material representation as to a matter of fact should be substantially correct;
- iii) every material representation as to a matter of expectation or belief has been made in good faith.

A circumstance or representation is material if it would influence Our judgement as a prudent insurer in determining whether to take the risk insured by this policy and if so on what terms.

In deciding to accept this policy and in setting the terms and premium, We have relied on the information You have given Us.

You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If You become aware that information You have given Us is inaccurate, You must inform Your insurance adviser as soon as practicable.

14. a) If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- i) where the breach was deliberate or reckless, We may avoid this policy and refuse to pay all claims, and keep all premiums paid;
- ii) where the breach was neither deliberate nor reckless, and but for the breach;
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid;
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium,



Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

- b) If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:
 - i) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
 - ii) where the breach was neither deliberate nor reckless, and but for the breach;
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid;
 - We would have agreed to the variation but on different terms (other than premium terms), We may
 require that the variation includes such different terms with effect from the date this was made, and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

We or Your insurance adviser will write to You if We:

- Intend to treat this policy as if it never existed; or
- need to amend the terms of this policy; or
- require You to pay more for this insurance

15. If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- a) refuse to pay the claim;
- b) recover from You any sums paid by Us to You in respect of the claim;
- c) by notice to You, cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- a) refuse to pay the claim;
- recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided);
- c) by notice to You and such person, cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

EXCLUSIONS

- 1. This policy will not provide Rehabilitation in respect of Insured Persons:
 - (a) with an unmanaged alcohol or drug addiction at the time of entry into the service of the Insured;
 - (b) currently accessing secondary care services. (On referral to Us, Rehabilitation can be provided in conjunction with care services provided this specifically relates to a return to work);
 - (c) with a diagnosis of severe personality disorder,
 - (d) suffering from Neurological disorders, including but not limited to history of brain injury;
 - (e) with Aspergers Syndrome traits or diagnosis;
 - (f) currently accessing other services, including but not limited to alternative psychotherapy;



- (g) with a significant risk of harm to self or others unless after referral with their GP it is agreed that the service provided under this policy meets their needs and no escalated care services are deemed necessary.
- 2. This policy will not provide Rehabilitation for an MSD or an MIHI:
 - (a) which is not sustained during the Operative Time;
 - (b) where, in Our opinion, it is neither reasonable nor appropriate to provide treatment;
 - (c) which occurred within 7 days of the commencement of the Period of Insurance, but this shall not apply to renewals;
 - (d) for a condition for which the Insured Person has previously received treatment already under this policy.
- 3. Rehabilitation expenses incurred before the commencement of the Period of Insurance or the acceptance of a claim by Us are not recoverable under this policy.
- 4. This policy will not provide Rehabilitation under Section 3 when, following a motor accident, neither You nor the Insured Person has not obtained a police accident reference number, or an insurance company claims reference number.

HOW TO MAKE A CLAIM

Please notify Us of a potential claim within 30 days from either the date that the Insured Person was first absent as a result of the MSD or MIHI or the date of the motor accident. Failure to do so may result in the claim being rejected.

To notify a claim please fill in the details on-line at https://www.alanboswell.com/eis-claim

An email will be automatically sent back to You to acknowledge receipt. If You are unable to complete the on-line Claim Form, please call the EIS claims administrators on 01603 218099 (weekdays 09.00 to 17.30), and a member of their team will take all the details and refer the Insured Person to our Rehabilitation Service Provider. The Rehabilitation Service Provider will contact the Insured Person by telephone within two working days, to carry out a triage call to assess the extent of the MSD or MIHI and whether Rehabilitation intervention is appropriate.

DATA PROTECTION - PRIVACY NOTICE

Personal information

We collect and use personal information about You so that we can provide You with a policy that suits Your insurance needs. This notice explains the most important aspects of how Aviva uses Your information, but You can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at:

Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Industrial Estate, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Alan Boswell Group Limited, who operate this facility on behalf of Aviva and are responsible for the sale and distribution of the product, and any applicable reinsurers. A copy of the Alan Boswell Group privacy notice can be obtained on request, or it can be viewed in full at https://www.alanboswell.com/legal-information/privacy-statement/

Personal information we collect and how we use it

We will use Your personal information:

- to provide You with insurance: we need this to decide if we can offer insurance to You and if so on what terms and also to administer Your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example, we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about You, we may also use personal information about other people, for example family members You wish to insure on a policy. If You are providing information about another person we expect You to ensure that they know You are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

ALAN BOSWELL GROUP Early Intervention Scheme (EIS)

The personal information we collect, and use will include name, address and date of birth, financial information and details of Your business and property. If a claim is made, we will also collect personal information about the claim from You and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of You or somebody else covered under Your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need Your consent to use personal information, we will make this clear to You when You complete an application or submit a claim. If You give us consent to using personal information, You are free to withdraw this at any time by contacting us – refer to the "Contacting us" details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, You don't have to provide us with any personal information, but if You don't provide the information we need we may not be able to proceed with Your application or any claim You make.

Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about You and Your business and property within the Aviva Group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Searches

To ensure the insurer has the necessary facts to assess Your insurance risk, verify Your identity, help prevent fraud and provide You with our best premium and payment options, the insurer may need to obtain information relating to You at quotation, renewal and in certain circumstances where policy amendments are requested. The insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on Your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to You and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the information we have collected.

How we share Your personal information with others

We may share Your personal information:

- with the Aviva Group, our agents and third parties who provide services to us, and Your insurance adviser and other
 insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our
 products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use Your data to decide
 whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will
 keep Your data for the period necessary for these purposes and may need to disclose it to other companies within their
 group, their agents and third-party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect Your privacy rights. For more information on this please see our privacy policy or contact us.

Marketing

We may use personal information we hold about You across the Aviva Group to help us identify and tailor products and services that may be of interest to You. We will do this in accordance with any marketing preferences You have provided to us. We may continue to do this after Your policy has ended.



If You wish to amend Your marketing preferences, please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: helpdesk@aviva.co.uk

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how You can change Your preferences in MyAviva or view Your choices for online advertising visit our full privacy policy at www.aviva.co.uk/privacypolicy

How long we keep Your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer Your insurance and deal with claims and queries on Your policy. We may also need to keep information after our relationship with You has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to Your personal information, including the right to request access to Your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on You, and data portability. For more details in relation to Your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

Contacting us

If You have any questions about how we use personal information, or if You want to exercise Your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to:

The Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If You have a complaint or concern about how we use Your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- Share information about You with other organisations and public bodies including the police;
- Undertake credit searches and additional fraud searches
- Check and/or file Your details with fraud prevention agencies and databases, and if You give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the databases Aviva access or contribute to and how this information may be used. If You require further details please contact Aviva at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR

Telephone: 0345 300 0597

Email: <u>PIUUKDI@AVIVA.COM</u>

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;
- Check details of job applicants and employees.

Claims history

You must tell Us about any insurance related incidents whether or not they give rise to a claim. When you tell Us about an incident we will pass information relating to it to a database.



We may search these databases when You apply for insurance, in the event of any incident or claim, or at time of renewal to validate Your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

CHOICE OF LAW

The appropriate law as set out below will apply unless We agree with You otherwise:

- 1. The law applying in that part of the UK, Channel Islands or Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives; or
- 2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3. Should neither of the above be applicable, the law of England and Wales will apply.

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

TELEPHONE CALL RECORDING

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on Your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Your insurance adviser.

FINANCIAL SERVICES COMPENSATION SCHEME

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

COMPLAINTS PROCEDURE

We are dedicated to providing You with a high-quality service and We want to ensure that We maintain this at all times. If You feel We have not offered You a first class service please write and tell Us and We will do Our best to resolve the problem. Please contact

The Compliance Officer, Alan Boswell Insurance Brokers Ltd, Harbour House, 126 Thorpe Road, Norwich, NR1 1UL

Telephone: 01603 218000

In the event You remain dissatisfied and wish to pursue matters further You may refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or

0300 123 9123

Website: www.financial-ombudsman.org.uk.

Whilst We are bound by the decision of the Financial Ombudsman Service, You are not. Following the complaints procedure does not affect Your right to take legal action.

REGISTERED OFFICE: HARBOUR HOUSE, 126 THORPE ROAD, NORWICH, NR1 1UL COMPANY NUMBER. 02591252. ALAN BOSWELL INSURANCE BROKERS LIMITED IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY FCA NO. 301081

ALAN BOSWELL INSURANCE BROKERS LIMITED IS REGISTERED IN ENGLAND.