

STATEMENT OF FACT

We would draw your attention to the following General Quotation / Policy Subjectivities

- 1. Attached wording(s). Please examine these carefully & notify us immediately if they do not meet the clients requirements
- 2. All attached subjectivities being complied with. Failure to so comply may render cover invalid
- 3. Adequacy of sums insured & limits of indemnity
- 4. Disclosure of all material facts prior to inception, during the term of the Policy & then at renewal. A material fact is one which may influence an underwriter's judgement in their assessment of a risk. Failure to disclose may result in a claim being turned down or the Policy being treated as void from inception. This can include, but is not limited to:
 - (a) Neither you nor any partner, director or any other person responsible for managing the business which is the subject of the Insurance Contract or any other business in which you or they have been trading:
 - (i) have ever had an insurance proposal declined, renewal refused, insurance cancelled or special terms applied
 - (ii) has been convicted of or charged (but not yet tried) with a criminal offence other than (road traffic) motor offences.
 - (iii) has received an official caution for criminal offence within the last three years other than a motoring offence.
 - (iv) are, or have been, declared bankrupt and/or are, or have been, the subject of any winding up order, liquidation or administration or have made any composition or arrangements with creditors.
 - (v) are or have been a director or partner of a company which has gone into liquidation receivership or administration.
 - (vi) has ever knowingly failed to comply with any Health and Safety and Welfare legislation.
 - (b) All the premises insured or to be insured:
 - (i) are not and have not been historically exposed to any of the covers for which insurance is required other than in relation to incidents noted on the presentation;
 - (ii) are and will continue to be maintained in a good state of repair;
 - (iii) Premises are of standard construction and excludes Grade II Listed, Mill, Timber or Non Standard Construction, unless noted on the presentation. We are unable to extend coverage to Grade I risks.
 - (iv) have an electrical system installed or has inspected at least within the last 5 years by a NICEIC approved contractor.
 - (c) In respect of liabilities (if required) you have:
 - (i) formal Health and Safety policy.
 - (ii) carried out formal Health and Safety assessments
 - (iii) a formal training plan for employees
 - (d) If the premises are known to contain asbestos you have had an inspection and implemented a management plan in line with the Control of Asbestos Regulations 2002.
 - (e) Accidents, losses or claims prior to inception of the Policy, within the last 5 years have been notified. These relate to the covers to be insured under this Policy whether insured or not at the time of the loss.
- 5. Risk management survey(s) & all subsequent requirement(s) implemented within prescribed timescales
- 6. Confirmed claims experience must be received within 28 days of inception
- 7. Premiums paid in accordance with terms of business agreement /credit terms.