

Statement of fact

Allianz Insurance plc (We, Us, Our) and Client (You, Your).

The Policy, Schedule(s) and this Statement of Fact should be read together as they form Your Insurance Contract. This document, Policy and Schedule(s) have been prepared in reliance on the information supplied by You or Your insurance adviser.

Special terms and definitions which are capitalised within this document have the same meaning as the definitions within the Policy Wording.

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 the Policy. This means that You or Your insurance adviser must tell Us about all facts and circumstances which may be material to the risks covered by the 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 the 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 the 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 the policy.

In all other cases, if You fail to make a fair presentation of the risk, We will not avoid the Policy but We may instead:

- a reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had a fair presentation been made (e.g. if We would have charged double the premium, We will only pay half the amount of any claims under the Policy); and/or
- b treat the policy as if it had included such additional terms as We would have imposed had We been told about a material fact or circumstance. Payment of any claim made will be subject to the application of any such additional terms.

For these reasons it is important that all of the facts, statements and information set out in the presentation of the risk or any other information supplied are complete and accurate. You must also make reasonable enquiries to check with anyone You employ in The Business that the facts and statements set out in this form are complete and accurate and that there are no other material facts which You need to disclose.

If any of the facts, statements and information set out in the quote summary or presentation of the risk or any other information supplied are incomplete or inaccurate, You or Your insurance adviser must contact Us immediately. Failure to do so could invalidate the Policy or lead to a claim not being paid or not being paid in full.

Your duty to notify Us of a change of risk

You must notify Us as soon as possible if during the Period of Insurance there is any alteration which materially increases the risk of injury, loss, damage or liability.

Upon being notified of any such alteration, We may, at Our absolute discretion:

- a** continue to provide cover under this Policy on the same terms;
- b** restrict the cover provided under the Policy;
- c** impose additional terms;
- d** alter the premium;
- e** cancel the Policy.

If You fail to notify Us of any material alteration of the risk, We may:

- a** treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if We would have cancelled the Policy had We known of the increase in risk;
- b** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as We would have applied had We known of the increase in risk;
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium We would have charged had We known of the increase in risk.

You should also note that the Insurance Contract is issued on condition that neither You nor Your director(s) or partner(s) or any other person responsible for managing The Business either personally or in any business capacity:

- a** has been convicted of or charged (but not yet tried) with any criminal offence other than road traffic offences.
NOTE: Convictions spent under the terms of the Rehabilitation of Offenders Act 1974 or any subsequent amendments thereto, should not be disclosed
- b** has received an official caution for a criminal offence within the last three years other than road traffic offences
- c** has ever been declared bankrupt or entered into an individual voluntary arrangement, or if a company, gone into liquidation, administration, receivership, administrative receivership, or entered into a company voluntary arrangement or creditors scheme of arrangement

- d** has ever been a director or partner of a company that went into liquidation, administration, receivership, administrative receivership, or entered into a company voluntary arrangement, or a creditors scheme of arrangement or was dissolved
- e** has ever been prosecuted for a breach of any statute relating to health or safety of employees or others
- f** has ever been served with a Prohibition Notice under the Health and Safety at Work Act 1974 and associated regulations
- g** has ever been prosecuted for failure to comply with any environmental protection legislation
- h** has ever been the subject of a recovery action by HM Revenue and Customs
- i** has ever been the subject of a County Court or High Court judgment
- j** has ever been a director of a company that has received a County Court or High Court judgment against it
- k** has ever been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation from holding office as a director of a company.

And in respect of The Business which is the subject of this Insurance Contract, or any other business which You or Your partner(s) or director(s) have been involved with, no insurer has ever:

- a** declined to insure You or to renew any of Your insurance policies
- b** cancelled any of Your insurance policies
- c** avoided any of Your insurance policies for non-disclosure or misrepresentation of any material fact
- d** refused to pay a claim or restricted cover as a result of a breach of any policy term or risk improvement requirements
- e** imposed special terms, conditions or risk improvement requirements.

If any of the above statements are inaccurate You must contact Your insurance adviser immediately.

Motor Vehicle Road Risks

Unless advised and accepted by Us We understand the following to be correct:

- All drivers hold a valid UK or EU driving license
- In the past three years no driver has had their driving licence revoked or had any restrictions imposed
- No driver has more than 6 penalty points on their driving licence
- No driver has any prosecutions or police enquiries pending
- No driver has any physical or mental disabilities or illnesses that may affect their ability to drive that have not been notified to the Driver and Vehicle Licensing Agency (DVLA)

- No driver has been involved in an accident or loss in the past 3 years (other than any accidents or losses declared under this application)
- No driver, or person working for The Business, is convicted of or has a prosecution pending for the Road Traffic Act offences with a Conviction Code commencing AC, BA, DD, UT, IN, DR, DG, MR or XX or Conviction Codes CD40 – CD99, MS50–MS59, TT99 or NE99
- No Insured Vehicle will
 - i be used outside the UK, Isle of Man or Channel Islands other than occasional use of private cars for social, domestic and pleasure purposes
 - ii carry High Category Hazardous Goods and/or visit Hazardous Locations.
- No Private Car valued in excess of £50,000 or with an ABI vehicle group 29 or above or a motorcycle with an engine size over 500cc will be used for social, domestic or pleasure purposes without Our prior agreement
- No vehicle has been tuned or modified to increase its performance
- No vehicle owned or used by The Business is valued in excess of £100,000 unless agreed by Us

Public & Products Liability

Unless advised and accepted by Us The Business activities do not include:

- The design or manufacture of any goods
- The export of any goods
- The import of any goods (including grey imports)
- Manual work outside the Geographical Limits.

The Premises

Unless advised and accepted by Us The Business at The Premises are occupied as stated in the schedule and as follows:

- The Premises are maintained and in a good state of repair
- Built of brick, stone, concrete, concrete block or uninsulated metal cladding with slate or tile supported by timber framing, metal, asbestos or concrete roof
- There are no signs or evidence of damage by subsidence, landslip or ground heave at The Premises or neighbouring premises and have not previously suffered from damage
- The Premises have not been erected on made up ground (filled pits, rubbish tips and the like)
- The Premises are self-contained, You are the sole occupant and are used for the sole purpose of The Business
- There are no areas at The Premises that are Unoccupied

- The Premises are to be free from a history of flooding
- No portable gas/oil heaters are used at The Premises.

MOT Loss of License

Where cover for this section is requested and quoted, unless advised and accepted by Us the Insurance Contract is issued on condition that neither You nor any of Your Nominated Testers are/have:

- Currently under threat of suspension, cessation or withdrawal of Your MOT Testing Station Licence
- Received any Penalty Points issued under the Driver and Vehicle Standards Agency disciplinary system
- Received any Formal Warnings issued under the Driver and Vehicle Standards Agency disciplinary system.

Fidelity Guarantee

If you require Fidelity Guarantee cover a Motor Trade Fidelity Guarantee Supplementary Proposal Form must be completed. Cover does not attach until the Supplementary Proposal Form has been accepted by Allianz.

Commercial Legal Expenses

The cover and handling of claims under this section are provided by Allianz Legal Protection, part of Allianz Insurance plc.

Where Director and Officers cover has been selected

Unless advised and accepted by Us We understand the following to be correct:

- The business is UK registered and privately owned.
- The business has been in operation for longer than 24 Months
- An acquisition exceeding 50% of the gross total assets of the company has not occurred in the prior 12 months and nor is such planned or expected in the period now proposed for this insurance.
- The business has not reported a net loss (or if a not for profit entity, reported income was greater than expenditure) within the last two financial years.
- No claim has been made against any director or officer in the past three years, nor is any person for whom the proposed insurance is to apply aware of any circumstance or incident which could give rise to a claim, whether or not the circumstance or incident has been notified to a Directors & Officers insurer.
- The business has no revenue (sales) from the United States of America.
- The business have communicated all employment and grievance policies in writing to all employees.
- External Human Resources consultants or Legal Advisors are used to review all employment terminations.
- There have been no redundancies made in the last 3 months and none are planned in the next 12 months.

Declaration

You declare that:

- 1 You have read this form and understand that You are under a duty to make a fair presentation of the risk and of subsequent changes and that failure to do so could result in Your policy being invalidated and/or a claim not being paid or not being paid in full.
- 2 the facts, statements and information contained within this form, whether provided by You or by others on Your behalf, are true and complete.
- 3 the facts, statements and information which are not contained within this form but which have been provided to Allianz separately by You or by others on Your behalf are true and complete.
- 4 You have declared all material facts and circumstances which may affect the risk being accepted by Allianz under this policy even if We have not asked You any questions about such facts.
- 5 You have made all reasonable enquiries of anyone employed by You to ensure that all facts, statements and information provided to Us are accurate and correct.
- 6 You agree to accept Our standard form of policy for this/these class/classes of insurance. A specimen copy of the policy is available on request.
- 7 You understand that We reserve the right to decline any proposal.
- 8 You have read the Privacy Notice contained within this statement of fact and consent to data being used for the purposes specified.

Upon acceptance, Your instructions to proceed with cover will deem the information to be confirmed as correct. Should there be any necessary alterations We should be informed prior to inception of the risk.

Authorised Signature

Date

Position/Title

Print Name

IMPORTANT

Your Records

You should keep a record (including copies of correspondence) of all information supplied to Us which relates to this statement of fact. A copy of this statement of fact will be supplied on request.

Privacy Notice Summary

Please find below a summary of Our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If You would like a printed copy of Our Privacy Notice,
please contact the Data Rights team using the details
below.

Allianz Insurance plc is the data controller of any personal
information given to Us about You or other people named
on the Policy, quote or claim. It is Your responsibility to let
any named person know about who We are and how this
information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection
Services Limited, Petplan Ltd and VetEnvoy are companies
within the Allianz Holdings.

**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.**

If You wish to exercise any of Your data protection rights
You can do so by contacting Our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Any queries about how We use personal information
should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

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 2011.

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.

Motor Insurance Database

If your policy provides Motor cover, information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including :

- i** Electronic Licensing
- ii** Continuous Insurance Enforcement;
- iii** Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv** The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at askmid.com.