

Important Information

General Acceptance

We have prepared our quotation on the condition that neither the proposer nor the proposer's director(s) or partner(s) have ever been, either personally or in any business capacity:

- Convicted of or charged (but not yet tried) with any criminal offence other than motor driving offences
NOTE: Convictions spent under the terms of the Rehabilitation of Offenders Act 1974 or any subsequent amendments thereto, should not be disclosed
- 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 (IVA)
- The subject of a recovery action by Customs and Excise or the Inland Revenue
- The subject of a County Court or High Court judgment

In respect of the business which is the subject of this quotation, or any other business which the proposer, their partner(s) or director(s) have been involved with, no insurer has ever:-

- a) Declined to insure or renew any insurance policies
- b) Cancelled any insurance policies
- c) Avoided any 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) Required special terms or conditions for any of your insurances

If any of the above statements are inaccurate please let us know immediately, so we can determine if the risk is still acceptable to us, or if the terms and conditions need to be changed.

The duty to make a fair presentation of the risk

The proposer must make a fair presentation of the risk to us at inception, renewal and variation of their policy. This means that the proposer 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 the proposer is in any doubt as to whether a fact is material, they should tell us about it.

If the proposer fails 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 they had told us about a material fact or circumstance, we would not have issued, renewed or varied the policy.

In all other cases, if the proposer fails 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 supplied to us are complete and accurate. The proposer must also make reasonable enquiries to check with anyone they employ in their business that the facts, statements and information provided are complete and accurate.

If any of the facts, statements and information are incomplete or inaccurate, we must be contacted immediately. Failure to do so could invalidate the policy or lead to a claim not being paid or not being paid in full.