

**BEECH UNDERWRITING –PROPERTY OWNERS STATEMENT OF FACT**

Policy Number: \_\_\_\_\_

Name of Insured: \_\_\_\_\_

Risk Address: \_\_\_\_\_

**STATEMENT OF FACT:**

Please note that cover is conditional upon the statement of fact being agreed to. All statements must be agreed to unless agreed otherwise in writing by underwriters.

**Information You have to provide to us**

The information you have provided in this form contains statements upon which Underwriters will rely when deciding whether to accept this insurance and the terms on which it may be offered, including the amount of premium payable.

If you are in any doubt at all regarding any of the answers you have given, you should contact Beech Underwriting Ltd.

You must tell us as soon as you become aware of any changes to the information provided by you after you purchase your policy and during the period of your policy

**Duty of Fair Presentation**

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk all multiplied by } 100$

**If You become aware that information You have given Us is inaccurate or incomplete, You must inform Us as soon as practicable.**

The buildings are:

- In a good state of repair and free from damage or defect of any kind and will be maintained in such a condition for the duration of the insurance
- Fully furnished and occupied on a regular basis unless disclosed and rated as 'unoccupied'
- Wholly built of brick, stone or concrete and roofed with tile, slate, metal or concrete on timber supports, unless agreed otherwise in writing by underwriters.
- Not classified as listed.
- Heated by fixed appliances.
- Free from signs of internal or external stepped or diagonal cracking and in an area free from subsidence, ground heave, landslip or coastal or river erosion.
- Not used as a weekend home, a holiday home or otherwise occupied only on an infrequent basis.
- In an area which is free of flooding and is not near any tidal waters or river streams.
- Entirely self-contained.

The insured or any joint or co-insured:

Are:

- Domiciled in the UK.

Have never:

- been declared bankrupt or had any company go in to liquidation, become insolvent or made arrangements with creditors
- been convicted of any offence other than motoring offences, or have any prosecutions pending.
- Had special terms imposed when renewing insurances
- Been refused insurance
- Had an insurance policy cancelled by an insurance company.

Where contents is covered or the risk property is unoccupied, it is agreed that the following security devices are fitted in the following places at inception (or within 45 days of inception – unless otherwise referred to and agreed in writing by underwriters)

#### Security Devices

1. A lock which can be locked by a key from both the inside and outside
2. A mortice deadlock with 5 or more levers or a surface mounted rim deadlock
3. A key operated multi-point locking system
4. Two key operated security bolts operating horizontally and fitted internally top and bottoms
5. For each door or window two key operated security bolts operating vertically and fitted internally top and bottom
6. For each opening door two key operated patio door locks operating horizontally and fitted top and bottom
7. One key operated patio door lock plus an anti-lift device. An anti-lift device prevents the lifting of sliding patio doors from their frames.
8. At least one key operated locking device.

The devices shown above must be fitted in the following places:

- A. The main door  
1 or 2 or 3
- B. Other single exit doors  
1 or 2 or 3 or 4
- C. Exit doors to garages and other outbuildings (except greenhouses)  
1 or 2 or 3 or 4 or 8
- D. Sliding patio doors  
1 or 3 or 5 or 6 or 7
- E. Double opening outside doors or windows (i.e. French doors/windows)  
1 or 3 or 5
- F. Doors inside garages which provide access to any part of your home  
1 or 2 or 3 or 4
- G. All ground floor opening windows, and any on the first floor or above that are 'readily accessible'  
3 or 8
- H. All panes of glass in Louvre windows must be securely bonded into their brackets with an adhesive fit for this purpose.

#### **For all let properties, it is agreed that the following requirements are satisfied:**

- All gas appliances to comply with the Gas Safety (Installation and use) regulations 1998 and that a copy of the annual safety check record (completed by a Corgi registered contractor) are retained.
- All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets, etc (Safety) Regulations 1994.
- All furniture and equipment within the premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993.

#### **For all unoccupied properties, it is agreed that the following requirements are satisfied:**

- All loose material to be kept clear of the property
- The Premises are made secure against illegal entry and exit
- If the period of unoccupancy has exceeded six months then all windows are to be boarded up. In addition, all letterboxes are to be sealed to prevent insertion of material
- The mains services are disconnected at source
- All losses arising out of building operations, renovation or refurbishment and loss or damage caused by contractors, is excluded
- The premises must be inspected at least once every 7 days by You or Your Nominee in order to inspect the premises both internally and externally and You must carry out any work necessary to maintain the above security arrangements. A record must be kept of such inspections.
- Cover is restricted to fire, lightning, explosion and aircraft only

**Important Notice - Information we need to know about**

The information you have provided in this form contains statements upon which Underwriters will rely when deciding whether to accept this insurance and the terms on which it may be offered, including the amount of premium payable.

If you are in any doubt at all regarding any of the answers you have given, you should ask your broker

You must tell us within 14 days of you becoming aware if any of the information provided by you changes after you purchase your policy and during the period of your policy.

**DECLARATION:**

I/We declare that the information I/we have given in this application is a fair presentation of the risk to Underwriters. I/We understand that if this duty is deliberately or recklessly breached, Underwriters may regard the Policy as void and are not required to return any paid premium.

I/We understand that if such a breach occurs, but was not deliberate or reckless, Underwriters' remedy shall depend upon what Underwriters would have done if I/We had complied with the duty of fair presentation:

1. Underwriters may regard the Policy as void if Underwriters would not have entered into the policy on any terms in the absence of the breach. In this case, Underwriters will return the premium paid.
2. If Underwriters would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy will be treated as if those different terms applied from the outset, if Underwriters so require.
3. If Underwriters would have entered into the Policy but would have charged a higher premium Underwriters may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Signature of Proposer

Date

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