

# STATEMENT OF FACTS : RETAIL SHOP PACKAGE RISK COVER

## \*\*\*\*\* VERY IMPORTANT NOTE : PLEASE READ \*\*\*\*\*

THIS QUOTATION AND ANY SUBSEQUENTLY OFFERED INSURANCE IS SUBJECT TO THE INSURED AGREEING TO COMPLY WITH ALL THE FOLLOWING STATEMENTS (EXCEPT WHERE AGREED IN WRITING BY UNDERWRITERS). THIS MUST BE SIGNED AND SENT TO UNDERWRITERS IMMEDIATELY, SHOULD THIS QUOTE BE ACCEPTED AND COVER TAKEN UP.

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

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

### Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and
- (ii) 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, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended

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All EXTERNALLY accessible windows, fanlights and skylights are secured by **KEY OPERATED WINDOW LOCKS**. (This is not required where windows are protected by Solid Steel Bars, Grilles, Expanded Metal, Shutters or Welded Mesh). All Internal and External doors that gives access to any part of the building not occupied by you must be protected by a 5 lever mortice deadlock or rim lock with matching boxed striking plate that must conform to BS3632 or 5 lever closed shackled padlock and locking bar or in the case of Aluminium or UPVC framed doors, an integral cylinder operated swing bolt mortice lock. All outward opening external doors together with any internal doors that gives access to any part of the building not occupied by you must be fitted and secured with hinge bolts.

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above.

**An Insurance Company has never:**

- Refused to Insure You
- Refused to Renew your Insurance
- Applied Special Terms when Renewing your Insurance
- Cancelled one of your policies

**You or Any Business Partner or Director:**

Are domiciled in the UK.

Do not appear on any Sanctions List.

Have Never been declared Bankrupt or had a Company go into liquidation, become insolvent or made arrangements with creditors, been convicted or have any prosecutions pending in respect of any offence other than motoring offences.

**Business Activities:**

The Business Activities are accurately described by the trade shown on the quotation sheet provided. Any variation from these activities should be disclosed to and agreed by Underwriters in writing.

The Business does not provide manual work away other than incidental collection & or delivery (unless otherwise agreed in writing by underwriters) and the business is fully operational throughout the year.

The Business does not carry out any butchery or baking activities at the address to be insured, unless specifically agreed otherwise in writing by underwriters.

**The Buildings in which you operate:**

**Are:-**

- Entirely self-contained
- Occupied exclusively by you for the purposes of the business
- Not classified as listed
- In a good state of repair and will be so maintained
- Fully occupied throughout the year unless otherwise agreed in writing by underwriters
- Heated by fixed appliances - **(HEATING BY PORTABLE GAS HEATERS OR PORTABLE ELECTRIC BAR HEATERS IS NOT ACCEPTABLE)**

**Have:-**

- Had a fire risk assessment completed in accordance with The Regulatory Reform (Fire Safety) Order 2005.**
- A current electrical inspection certificate.**

**The Buildings must be built from:-**

- Brick, stone or concrete
- Roofed with slate, tiles or metal on timber supports or concrete (flat concrete roofs are acceptable)
- Floors & or stairs must be of concrete or wood with either concrete or timber joists

**Composite Panelling** - There is no composite panelling (for example as part of a cold room/walk in refrigerator) on the premises, unless full details of size and construction have been provided to and agreed by Underwriters in writing.

**Flat Roofs** - Up to 100% are acceptable but these must have a Bitumised Mineral Felt finish and must be under 10 years old. Terms may be required and all flat roofs must be annually inspected

**Safes** - Where money in safe cover is required, full details of the safe, including make, model and where it is kept must be provided to and approved by underwriters for the required level of cover to be given. Where these details have not been provided to or approved by underwriters, no cover will operate for money in safe.

**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).

By signing this statement of fact form, I/we hereby consent to any information you may have about me/us being processed by you for the purpose of providing insurance and claims handling which may necessitate your providing such information to third parties.

I/we confirm agreement with the above Data Protection Act Clause and the statement of fact as a whole, unless confirmed here otherwise in writing and noted and agreed by underwriters.

Name of proposer: \_\_\_\_\_

Signature of proposer: \_\_\_\_\_

Dated: \_\_\_\_\_