

## 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

**In deciding to accept this Policy and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions asked by Us ensuring that all information provided is accurate and complete.**

**If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat Your Policy as if it never existed and decline all claims. We may not return premium already paid by You in this situation.**

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- Where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim

So, as an example: if the premium **We** actually charged was £250 (two hundred and fifty pounds) and the higher premium **We** would have charged was £1,000 (one thousand pounds), then the premium **We** actually charged represents 25% (twenty-five percent) of the higher premium **We** would have charged and **We** shall only pay 25% (twenty-five percent) of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your Broker**. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions

**We will write to You if We:**

- **intend to treat Your Policy as if it never existed; or**
- **amend the terms of Your Policy; or**
- **reduce Your claim in accordance with the above**

**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. Should a contract be concluded this proposal will form the basis of the insurance.

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:**

To the best of my knowledge and belief the information provided in connection with this proposal, whether in my own hand or not, is true. I understand that non-disclosure or misrepresentation of any of the answers given may entitle Underwriters to:

- cancel my policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

Signature of Proposer

Date

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