

THE CONTRACT OF INSURANCE

- 1) This Statement of Facts ('SOF') must be read in conjunction with the schedule and forms a record of the contract of insurance with you.
- 2) You agree to accept our normal form of policy wording for this class of business.
- 3) If the premium is to be paid by instalments our application form must be fully completed and received by us within 14 days of cover being inception/renewed, otherwise payment by instalments will not be accepted by us.
- 4) You must carefully check all policy documentation and certificates and if there are any inaccuracies or omissions or if you have forgotten to tell us about something (material facts), then you must tell your insurance advisor immediately.
- 5) A material fact is one that might influence the acceptance by us of your request for insurance, or the assessment of the terms, exceptions and conditions required, or the amount of your insurance premium.
- 6) You are advised to keep a record of all information that you supply for this contract of insurance.
- 7) If you have failed to supply material facts which should be advised to us or supplied inaccurate information, then dependent upon the circumstances, we may reject a claim or void the policy i.e. treat it as though it had never been issued.
- 8) Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- 9) We will communicate with you in English at all times.
- 10) Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of Ansvar, in respect of any information that has been provided by them.
- 11) Ansvar's (our/us/we) policy cover is underwritten by Ecclesiastical Insurance Office plc.

Data Protection Act – use of your information

Ansvar Insurance and its agents (we/us) will use your information to:

- 1) Administer your insurance policy by us, our agents, re-insurers and your intermediary.
- 2) Disclose it to solicitors, loss adjusters, service providers, regulators and ombudsmen as necessary.
- 3) Make, at our option, checks against publicly available information such as electoral roll, County Court Judgements, bankruptcy or repossessions to enable us to decide whether to offer insurance to you, the terms of such insurance, and to review any previous claims you have made.

Further details are available in our privacy policy on our website www.ansvar.co.uk.

We may need to pass the email addresses we collect to other companies for administrative purposes only. We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how you use our website, market research purposes and issuing our e-mails for us. Third parties will not be allowed to use your personal information for their own purposes.

STATEMENT OF FACTS

- 1) You confirm that you or any director, partner, trustee or committee member in connection with any business or organisation, have not been:
 - a) convicted, or charged with but not yet tried for, a criminal offence (any convictions spent under the Rehabilitation of Offenders Act can be ignored), other than motoring offences
 - b) the subject of any unsatisfied County Court Judgement, bankruptcy or insolvency, or been disqualified from holding a company directorship
 - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body.
- 2) You:
 - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to breach of a policy condition, or due to non-disclosure or misrepresentation of a material fact, or due to claims or losses, or due to non-compliance with risk improvement requirements
 - b) are not aware of any circumstances that might give rise to a claim
 - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than as notified to us prior to the inception of this policy.
- 3) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
- 4) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 5) For liability cover, you confirm that:

- a) all hazardous activities, sports or pursuits (including fund-raising events) have been disclosed to us and specified in the policy or otherwise agreed by us in writing
 - b) those treatments or professional services you require cover for have been disclosed to us and specified in the schedule
 - c) you always ensure that established codes of practice and safety are complied with for such activities or work
 - d) none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
 - e) any sub-contract work firms operating under a contract for services for you have in force their own liability insurance which provides cover for their sub-contract activities
 - f) any manual work undertaken away from your premises or any work abroad (other than clerical work while on a temporary visit abroad) has been disclosed to us and specified in the policy or otherwise agreed by us in writing.
- 6) For liability cover, in respect of any activities involving young people (under 18 years) or vulnerable adults:
- a) you comply with all statutory and other regulations imposed by any authority, and
 - b) your protection policy is fully complied with at all times and is kept up to date
- 7) For products liability cover, you confirm that:
- a) no products have or will be incorporated into any aircraft, spacecraft, watercraft, mechanically propelled vehicles, gas, chemical, petrochemical or power generation plant
 - b) you do not sell or supply medical, surgical, dental, pharmaceutical or therapeutic products
 - c) no products are exported to the United States of America or Canada.