

Statement of Fact for Your Construction Sector Insurance Policy

Produced on 8 July 2022

This is an important document and You must read it in full

Policy Details

Policy number	100576547CSI
The Policyholder	Absolute Commercial Interiors Limited
Contact address	Gardner House, Hornbeam Park Avenue Harrogate, HG2 8NA
Effective date	06 July 2022
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Insurance adviser's reference	2808798
The Business	Design & fit put of commercial spaces, primarily offices, bars, medical clinic & hospitality businesses. Supply of office furniture and office move management.

What is a Statement of Fact?

A Statement of Fact records the information notified to Aviva and facts assumed about You, Your Business and Your Business partners and directors. It must be read in conjunction with the enclosed policy, any clauses endorsed on the policy, The Schedule and policy wording. This information has been taken into account when calculating the premium, terms and conditions upon which Your policy is formulated.

Please remember You must make a fair presentation of the risk to Us. This means that You must:

- (1) disclose to Us every material circumstance which You know or ought to know or, failing that, sufficient information to alert Us that We need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a:
 - (a) matter of fact is substantially correct; and
 - (b) matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence Our judgement (as a prudent insurer) in determining whether to take the risk and, if so, on what terms. You must also make a fair representation of the risk to Us in connection with any variations, e.g. changes You wish to make to Your policy in which case You must inform Your insurance adviser.

If You fail to make a fair representation of the risk then this could affect the extent of cover provided or could invalidate Your policy. If You are in any doubt as to whether a circumstance is material then You should disclose it.

You should keep a record (including copies of letters) of all information supplied to the insurer for the purposes of the application for, or renewal of this insurance.

You must check all the information contained in this Statement of Fact and The Schedule and contact Your insurance adviser immediately if any details are incorrect or incomplete. Failure to do so may mean that Your policy is not valid or We may not be liable to pay all or some of Your claim(s).

Any subsequent alterations to this Statement of Fact take precedence over the information contained within it.

General Details

No Policyholder, director or partner involved with The Business or any other company or business has:

- β ever had an insurance proposal declined, renewal refused or insurance cancelled or special terms imposed
- β been convicted of or charged (but not yet tried) or been given an Official Police Caution in respect of any criminal offence, other than a motoring offence, unless spent by the Rehabilitation of Offenders Act

General Details *(continued)*

No Policyholder, director or partner involved with The Business or any other company or business has, in the last 10 years:

- β been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings or been disqualified from being a company director
- β been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree

The Business has, in the last 10 years

- β not been subject to an investigation by HM Revenue and Customs which has resulted in a prosecution

The Business has a permanent registered address.

Employers' Liability

You have never been prosecuted by

- β the Health and Safety Executive or been notified that a prosecution will be made and/or received Prohibition or Improvement Notices for breaches of health and safety
 - β an enforcing authority or been notified that a prosecution will be made and/or received Enforcement or Prohibition Notices for breaches in fire safety
 - β the Crown Prosecution Service under the Corporate Manslaughter and Corporate Homicide Act 2007
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Public and Products Liability

You have never been

- β prosecuted by the Environment Agency and/or been subject to Civil Sanctions and/or been required to pay clean-up costs following a pollution incident
 - β prosecuted under Product Safety legislation
 - β forced to issue a product recall by the enforcing authorities
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Losses and Claims History

The cover(s) now granted is/are based on the loss(es), claims, or incident(s) that might lead to a claim (in each case, whether insured or not), in connection with The Business or any other business in which You, Your directors or partners are, or have been, involved, as disclosed to Aviva.

Premises and Security

All Premises are occupied as advised to Us and these details are stated in The Schedule.

Unless advised and accepted by Us

- β all Premises are, and will be maintained, in a good state of repair
- β none of the Premises has suffered from nor is showing any signs of damage by subsidence, ground heave or landslip and none of the Premises is situated over made up ground or underground workings of any sort, or sited near a cliff
- β all Premises are occupied for the sole purpose of The Business and otherwise only as private dwellings
- β none of the Premises is unfurnished, unused or unoccupied
- β the portions of all Premises You occupy can be separately locked to prevent access
- β none of the Premises is located in an area with a history of flooding
- β all Premises You occupy are protected by adequate security devices and/or intruder alarm systems

In addition to the information displayed in the section, Aviva also retains, and is entitled to rely upon, all other information that has been disclosed by You or Your Broker or, if applicable, that has been obtained from any surveys that Aviva has undertaken.