

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

Quote Details

Quote number	202995592
The proposer	Teignmouth Town Council
Contact address	Bitton House, Bitton Park Road Teignmouth, TQ14 9DF
Quote valid until	30 June 2023
Insurance adviser's reference	2804729
The Business	Local Government Authority

What is a Statement of Fact?

A Statement of Fact records the information notified to Aviva and facts assumed about the proposer, their business and their 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 proposer, 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

No proposer, 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

General Details *(continued)*

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

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

Commercial Legal Protection

β In the last three years, You have not been taken over, merged with, or taken over any other company

β To the best of Your knowledge and belief it is not likely that The Business will take over another firm within the next twelve months

β To the best of Your knowledge and belief no redundancies are envisaged in The Business within the next twelve months

β There are no current ongoing disputes in The Business involving employees or any other business which You have entered into a contract with

Management Liability

Directors and Officers

The proposer, and/or its subsidiaries

β is a UK registered private company

β does not have employees, operations or assets based outside of the United Kingdom

The proposer, (and/or its subsidiaries) and any insured person

β is not aware after enquiry of any circumstances, facts or incidents that may lead to a claim for the type of cover now proposed

β has not been the subject of any claims over the past 5 years for the type of cover now proposed

The proposer, and/or its subsidiaries

β has not had any mergers or made any acquisitions during the past 12 months and does not anticipate any mergers or acquisitions during the next 12 months

β has not had their annual reports or accounts qualified by accountants, auditors or independent examiners

β can confirm their latest annual report and accounts show a positive net worth

β it has been in continuous operation for more than 12 months

β is not currently undergoing and does not plan to undergo within the next 12 months any employee layoffs, early retirements or redundancies

β Has appropriate IT access governance, data protection and information risk management policies in place with which all employees are required to comply

Losses and Claims History

The proposed cover(s) 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

- ⌘ all Premises are, and will be maintained, in a good state of repair
- ⌘ 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
- ⌘ all Premises are occupied for the sole purpose of The Business and otherwise only as private dwellings
- ⌘ none of the Premises is unfurnished, unused or unoccupied
- ⌘ the portions of all Premises You occupy can be separately locked to prevent access
- ⌘ none of the Premises is located in an area with a history of flooding
- ⌘ 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.

