

Statement of Fact

Attaching to and forming part of the Insurance Schedule

Quotation / Policy Number:	PM100095CHC
Date of Issue:	17/04/2020
Insured Name:	Beechwood Spinney Management Company Limited

This Statement of Fact and the Certificate of Insurance is a record of information provided by you or any agent acting on your behalf and any assumptions made about you and/or your business. The information you or your agent have provided has been relied upon to calculate a premium and apply terms and conditions upon which insurance cover is offered.

Important Note

You have a duty to present to us (Centor) and your insurer a fair presentation of the risk, which you know or ought to know. We (Centor) and your insurer assume that you have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance) and
- by any other person (such as your agent or a person for whom cover is provided for by this insurance).

Information regarding the cover and sums insured that you have requested are included in the Insurance Quotation, Certificate of Insurance and this Statement of Fact. This Statement of Fact should be read together with the Insurance Quotation, Certificate of Insurance and Policy Document, provided to you as part of the overall insurance quote offering from us.

WARNING – YOU MUST CHECK ALL THE INFORMATION IN YOUR CERTIFICATE OF INSURANCE AND THIS STATEMENT OF FACT AND TELL YOUR US, OR YOUR AGENT ACTING ON YOUR BEHALF IMMEDIATELY IF ANY DETAILS ARE INCORRECT, INCOMPLETE OR HAVE BEEN OMITTED. FAILURE TO DO SO MAY MEAN THAT YOUR INSURANCE POLICY IS NOT VALID OR THAT ALL OR PART OF YOUR CLAIM(S) WILL NOT BE PAID. THIS OBLIGATION IS ONGOING THROUGHOUT THE PERIOD OF INSURANCE; THEREFORE, IF ANY CHANGES IN CIRCUMSTANCES ARISE DURING THE PERIOD OF INSURANCE PLEASE PROVIDE FULL DETAILS TO US AT CENTOR, OR VIA YOUR AGENT.

Key Facts

If required, a summary of the cover available can be provided by us (Centor) or your agent in the form of a Key Facts Document

General information

The details of information referred to in this section of the form are contained in your policy document

Premises(s) Insured, Business Description, Period of Insurance, Cover Operative, and Third-Party Interests in your Insurance (where applicable) detailed in the policy schedule, have been provided by you or your agent and form part of this statement of fact. If anything is incorrect, please notify us immediately.

General Statements

Your quotation is based on the following statements being true. If any of this information is incorrect please contact us at Centor immediately.

1. In respect of the covers insured, you confirm that you or any director or partner, either in the name of the business or in the name of any other business in which any of you have had an interest, have: -
 - a) never had a proposal for insurance declined, renewal refused, cover terminated or special conditions imposed by any insurer.
 - b) not sustained any loss or had any claim made against you, whether insured or not, during the last 5 years, other than those declared.

2. Either personally or in any business capacity, you or any director or partner in the business proposed (or a "Responsible Person" in relation to their obligations under the Regulatory Reform (Fire Safety) Order 2005 or part 3 of the Fire (Scotland) Act 2005) have never been: -
 - a) convicted of or charged (but not yet tried) with a breach of any health and safety legislation or any Environmental Protection legislation or any other criminal offence other than parking or speeding offences or offences which are spent under the Rehabilitation of Offenders Act 1974.
 - b) convicted or charged (but not yet tried) with any breach of the Regulatory Reform (Fire Safety) Order 2005 or part 3 of the Fire (Scotland) Act 2005.
 - c) declared bankrupt, the subject of bankruptcy proceedings, insolvent or the subject of a County Court Judgement, or High Court Judgement (or Scottish equivalent) within the last 10 years.
 - d)
 - i) a director or partner in any business
 - ii) a partner in any partnership
 - iii) a director of any company

which has been the subject of an individual voluntary arrangement with creditors, voluntary liquidation, a winding up or administrative order or administrative receivership proceedings.
 - e) Been the subject of a recovery action by H M Customs and Excise

3. In relation to the premises and business operated from these premises, you and your tenants: -
 - a) comply with the requirements of the Regulatory Reform (Fire Safety) Order 2005 or part 3 of the Fire (Scotland) Act 2005.
 - b) have never had served upon you (or your appointed "Responsible Person") an "Enforcement, Prohibition or Alterations" notice by an Inspector in accordance with the Regulatory Reform (Fire Safety) Order 2005 or part 3 of the Fire (Scotland) Act 2005.
 - c) do not own, occupy or are responsible for any premises to be insured by this policy, that are located in an area prone to flooding (other than those already declared to us as part of any fact finding process)
 - d) do not own, occupy or are responsible for any premises to be insured by this policy which has an electrical system that has not been checked by a qualified electrician within the last 5 years (other than those already declared to us as part of any fact finding process)
 - e) do not own, occupy or are responsible for any premises (or are adjacent to) to be insured by this policy that have suffered from, or show any visible signs of damage from subsidence, landslip or ground heave, (other than those already declared to us as part of any fact finding process)

General Questions

Legal Trading Title: Beechwood Spinney Management Company Limited

Correspondence Address: c/o Mr M Gray, 30 The Spinney,, Beechwood Close,, Hertford,, Hertfordshire,, SG13 7JR

Premises 1

Risk Address: The Spinney, Beechwood Close, Hertford, Hertfordshire

Postcode: SG13 7JR

Property Type:	Residential Flats - Purpose Built
Trade of Commercial Resident or Type of Residential Occupant:	Professionals / Retired
Construction	Standard
Wall construction	Built entirely of brick, stone or concrete
Floor construction	Concrete
Number of Units	
Number of Floors	
Property Listed	No
% Flat Roof	<20%

Important Information for you to know before and once the contract is in place

Data Protection

At Centor we are aware of the trust you place in us when you purchase insurance products and our responsibility to protect your information. Our Full Privacy Notice can be accessed via our website www.centor.co.uk or if you would prefer a hard copy, we can email or send this to you, otherwise we have summarised the key points and our obligations below:

Information provided to us by you will remain confidential and be used solely for the purpose of providing insurance broking services to you, or to others where we are required to fulfil a regulatory or legal obligation and as set out in our Privacy Notice. This means that your personal information will be used to process your policy, understand your needs and improve our services. It may be shared with third parties where required to do so for us to provide our services to you, or where we have appointed third parties to manage our business.

Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out at any time by unsubscribing or by emailing info@centor.co.uk and placing the word unsubscribe in the subject line.

In your dealings with us you may provide us with information that may include data that is known as personal or special category data. Where we process such data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, email, date of birth, health and criminal offences.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

Nothing in this agreement overrides the Broker's duty to place the interests of its client before all other considerations nor shall this agreement override any statutory legislative or regulatory requirements (whether obligatory or advisory) which may apply to the Broker.

Information provided to you by us by way of reports and publications constitutes confidential and proprietary information belonging to us and may only be disclosed and/or used in accordance with permission granted by us. Any other disclosure and/or use is strictly prohibited and we reserve our rights amongst others, to take such action as is necessary to protect our confidential and proprietary information.

Please note that English Law recognises the existence of an implied contract of insurance permitting insurers to inspect certain documents which we hold as your broker. Some insurers have slightly wider access than others. Where possible we will advise you of any demand made by your insurers, but you should be aware that the right to inspect does not depend on your prior consent having been given.

If you require further information on how we process your data or you wish to exercise your rights, please contact the Data Protection Manager Oriel Gavin. on ocg@centor.co.uk or 0207 330 8714.

Credit Checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Money Laundering/Proceeds of Crime Act

We are obliged to conduct reasonable due diligence to protect us, our clients, insurers and other intermediaries against the risk of financial crime. At the start and throughout our relationship, we may require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any anti-bribery laws (including the Bribery Act 2010).

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing this report to you,

We are not permitted to conduct business with any customer who is subject to sanctions and embargoes. If sanctions or embargoes are in place, then we will not be able to proceed with transactions on your behalf and your insurers may terminate your insurance contract and not pay any claims that have been notified. If you subsequently become subject to sanctions or embargoes, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your policy, as well as being unable to proceed with any claims that have been notified.

Employers' Liability Tracing Office (ELTO)

We are also required to supply employers' liability insurance policy details to the Employers' Liability Tracing Office (ELTO) via your insurer. These details will be added onto the Employers' Liability Database (ELD), which will be managed by ELTO. This database will be accessible by any claimants and will assist claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK, to find the insurer that was providing employers' liability cover during their relevant period of employment and also to find the relevant employers' liability insurance policies.

Dealing with other people

If we receive a request for policy information by an individual other than the policy holder we will check that you have given permission to do this. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Fraud prevention and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this contract is English Law.