

Fair Presentation of the Risk

1) The following material facts are true: No owner, director, business partner or family member involved in the business a) has ever had a proposal or renewal for insurance declined or cancelled; a policy voided, withdrawn or suspended, or special terms imposed by any insurer.

b) has ever been convicted of, or charged (but not yet tried) with any criminal offence other than motoring offences that are spent under the rehabilitation of Offenders Act 1974.

c) has ever been the subject of a winding-up order or company/individual voluntary arrangement with creditors; or been placed into administration, administration receivership or liquidation.

2) That all other material facts, in addition to 1) above, have been disclosed to us in a clear and accessible manner and have not been misrepresented to us.

If you do not comply with the above and any such non-disclosure or misrepresentation by you is:

a) proven by us to be deliberate or reckless we may:

- i) avoid the policy which means that we will treat it as if it had never existed and refuse all claims, in which case we will not return the premium paid by you; and
- ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

b) not deliberate or reckless, the policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:

i) if we would not have provided you with any cover we will have the option to:

- 1) avoid the policy which means that we will treat it as if it had never existed and repay any premium paid; and
- 2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred

ii) if we would have applied different terms to the cover we will have the option to treat the policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.

A "material fact" would be a circumstance or representation that would influence our judgement in determining whether to take the risk and, if so, on what terms. If you are in any doubt where a particular fact is material you should declare it.

We reserve the right to amend the terms and conditions of your policy including the premium or to withdraw cover after review and acceptance by us of the required information. We will inform you of our intention to amend the terms and conditions including the premium or to withdraw cover within 14 days of receiving the required information.

In the event that you fail to comply within the time scale specified we may amend the terms and conditions of your policy including the premium or withdraw cover. If this occurs we will communicate our intentions to you in writing within 14 days of the expiry of the time scale outlined above.

If we amend the terms or premium as a result of actions described above, then you will have 14 days to accept or reject the revised basis. In the event you reject the revised basis, time on risk premiums will be payable by you.

Please ensure that all of the information recorded is correct and complete. If there are any inaccuracies or omissions please inform us immediately. Failure to do so could result in the policy being avoided, written on different terms or a higher premium being charged.