

# Your Statement of Fact

## Councils Combined Insurance Policy

Where the term *we/us* or *our* is used in this document, then this refers to AXA Insurance UK plc. Where the term *you/your/yourself* is used, this refers to the person(s), council, firm, company or organisation requiring insurance.

### Important information

- This document, together with your schedule, shows the information that you have provided. You have a duty to make a fair presentation of the risk to us, in accordance with the law.
- Your Policy is a contract of insurance between you and us, and you have a duty to make a fair presentation of the risk to us, in accordance with the law. This applies prior to the start of your policy, if any variation is required during the period of insurance, and prior to each renewal.
- If you do not make a fair presentation of risk to us and fail to advise us of any inaccuracies or omissions, your policy may not protect you in the event of a claim. We may, at our option:
  1. Cancel your Policy.
  2. Declare your policy void (treating your policy as if had never existed).
  3. Change the terms of your policy.
  4. Refuse to deal with all or part of any claim, or reduce the amount of any claims payments.

### Your details

The insured: Melton Parish Council

Employer Reference Number (if Employers' Liability cover is required): 245/M641

In order to comply with our Employers' Liability Tracing Office obligations, we will require your Employer Reference Number (ERN). Should you own any subsidiary companies which are to be insured under this policy, we will also require the full names of these subsidiary companies and their Employer Reference Numbers. Please supply these details to your Insurance Broker.

### What you need to do next

- Please check this document and your schedule carefully to make sure all details are correct.
- If any of the information in this document or your schedule is incorrect, please tell your Insurance Broker immediately.
- Carefully read the Claims and Underwriting Exchange register information, and the Data Protection Notice, in this document.

If all the information in these documents is correct, you don't need to do anything further and you should retain the documents safely.

## General details

Except as otherwise disclosed in the information presented to us for the risk to be insured, we will provide cover based on the following statements being correct.

No insurer in respect of the council to which this insurance policy relates, or any other business that the customer proposing for insurance, its Subsidiary Companies, or its councillors have been involved with, has:

- declined or refused insurance cover or declared cover void.
- refused to renew or cancelled any insurance for reasons other than non-payment of premium.
- imposed any special terms or conditions.

The proposer for insurance, its councillors or any other person who plays a significant role in managing or organising the council activities, have not, either personally or in any business or council capacity, been convicted of a criminal offence or charged (but not yet tried) with a criminal offence.

NB This statement does not apply to motoring offences and/or convictions spent under the terms of the Rehabilitation of Offenders Act 1974 or any subsequent amendments to the Act.

In the last 3 years, the proposer for insurance, its councillors or any other person who plays a significant role in managing or organising the council activities, have not, either personally or in any business capacity:

- been declared bankrupt, been the subject of any bankruptcy proceedings or any form of insolvency or winding up procedures (including administrative receivership).
  - been the subject of a recovery action by HM Revenue & Customs.
  - been prosecuted, served prohibition or served an improvement order or notice under Health and Safety legislation or Environmental protection legislation.
  - been disqualified from being a company director.
  - been the subject of a County Court or High Court judgement.
  - been a director of a company that has received a County Court or High Court judgement against it.
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- The council has completed a fire risk assessment to comply with the requirements of the Regulatory Reform (Fire Safety) Order 2005 or the Equivalent Legislation in Scotland and Northern Ireland.
  - No property(ies) are undergoing or are about to undergo structural alterations or repair.
  - The property(ies) is and will be maintained in a good state of repair.
  - Your machinery and plant (for example lifts, garden implements and communal boilers) is in good order and where appropriate inspected in accordance with any statutory requirements.
  - To the best of your knowledge, the sums insured provided to us represent the correct values at risk.
  - To the best of your knowledge, the property(ies) or adjacent property(ies) has not suffered from, or does not show any visible signs of damage from subsidence, landslip or ground heave.
  - To the best of your knowledge, the property(ies) is not in an area with a history of flooding.
  - To the best of your knowledge, no former owner or occupier of the site in respect of the property(ies), has at any time been prosecuted or sued for any pollution problem, had any incidents of pollution or incidents likely to cause pollution or carried on an industrial activity which was the subject of an environmental permit or licence.

## Claims and Underwriting Exchange register and Data Protection Notice

This notice explains how AXA may use the information you have provided for this quote.

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy). If you do not have access to the internet please contact us and we will send you a printed copy.

We also share your information and any subsequent claim information with other insurers, via the Claims and Underwriting Exchange register run by Insurance Database Services Limited (IDS Ltd) and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help us check information that is given to us and to prevent fraudulent claims. When we process your request for insurance cover, we may search these registers. We may also make credit reference checks. Under the conditions of your policy you must tell us about any incident which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to that incident to these registers.

### Declaration

**Please read this declaration carefully. You should also show this to anyone else who is covered by this insurance.**

- I/We have read the statement of fact (including the declaration) and any quote documents supplied.
- I/We understand that I/we have a duty to make a fair presentation of the risk and that all relevant information, which is information that may influence AXA Insurance UK plc in the acceptance of this insurance and the terms provided, has been disclosed and recorded.
- I/We declare that all particulars given on this statement of fact, whether made by me/us or on my/our behalf are true and complete.
- I/We understand that if full and true answers have not been given or if all relevant information has not been disclosed that this insurance may not protect me/us in the event of a claim.
- I/We will tell AXA Insurance UK plc of any change to the details given before the start date of the contract.
- I/We understand that AXA will pass the information on this document about any incident I/we may give details of, to IDS Ltd so that they can make it available to other insurers. I/We also understand that, in response to any searches AXA may make in connection with this statement of fact or any incident I/we have given details of, IDS Ltd may pass AXA information it has received from other insurers about other incidents involving anyone insured under this policy.

### Changes to this document

Please tell your Insurance Brokers immediately if any details in this document have changed. We may need to change the terms and conditions of your cover or premium.