

# Your Freight Quotation

## Statement of Fact

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

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### Quote Details

As per Our quotation provided herein.

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### What is a Statement of Fact?

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

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 presentation 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 presentation 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.

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### General details

Neither You, Your directors, partners or family members involved with The Business or any other business have:

- ever had an insurance proposal declined, renewal refused, insurance cancelled or special terms applied.
- ever 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.
- ever been declared bankrupt or insolvent or been disqualified from being a company director.
- ever been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree.

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### Claims history

As declared.

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### Important information

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#### Period of Validity

As stated on your policy schedule.

#### Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that 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 material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company Websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

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### **Important information** *continued*

If there have been any changes in circumstances that have arisen since this insurance was taken out or last renewed please inform your insurance adviser.

#### **DATA PROTECTION ACT – INFORMATION USES**

For the purposes of the Data Protection Act 1998, the Data Controller[s] in relation to any personal data you supply is Aviva Insurance Limited & your Insurance Adviser. Further details are available from your Insurance adviser.

#### **Insurance Administration**

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing your application now or at renewal, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

#### **Credit Searches and use of Third Party Information**

To ensure the insurer has the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with their best premium and payment options, the insurer may obtain information relating to you and your business from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information may include a quotation search from a credit referencing agency which will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

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### Important information

*continued*

The insurer is a responsible provider of credit which is regulated by the Consumer Credit Act, and they take these responsibilities seriously to ensure their customers are able to meet their monthly instalment commitments.

When you agree to pay monthly, the status of your quotation search from their credit reference agency will be updated to reflect your credit application and this will be visible to other credit providers. Credit reference agencies may keep a record of the search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

#### **Continuous Renewal Payment Authority – e.g. Credit/Debit Cards**

Where you select or have selected a continuous premium payment method, you will be notified in writing prior to renewal and, unless we hear otherwise, the policy will automatically be renewed. Unless you have advised otherwise, the renewal premiums will again be collected from your specified bank account, or credit/debit card to ensure you are always covered.

#### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal you will signify your consent to such information being processed by the insurer or its agents.

#### **Marketing**

Aviva group, its agents and business partners and other carefully selected companies may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to:

Aviva  
FREEPOST  
Mailing Exclusion Team  
PO Box 6412  
Derby  
DE1 1SB.

#### **Choice of Law**

In the absence of any written agreement to the contrary this contract and any arbitration shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

#### **Telephone Call Recording**

For our joint protection telephone calls may be recorded and/or monitored

#### **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

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### Important information continued

We can supply on request further details of the databases we access or contribute to and how this information may be used. If you require further details please contact us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR.

Telephone: 0345 300 0597. Email [PIUUKDI@AVIVA.COM](mailto:PIUUKDI@AVIVA.COM)

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

#### Claims History

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in property insured under this policy.

#### How to Claim

To make a claim phone the PCL Claims Helpline (9am – 5pm) on 01474 327942. Please have your policy number to hand when calling.

Alternatively, you can email [marine.claims@aviva.co.uk](mailto:marine.claims@aviva.co.uk). Please note emails will only be picked up between the hours of 9am and 5pm Monday to Friday.

Please refer to your policy wording for details of out of hours emergency contacts.

#### If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please write to your insurance adviser.

Aviva Insurance and your insurance adviser are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Full details of the complaint procedure are in your policy booklet. Following the complaints procedure does not affect your right to take legal action.

#### Copy Policy Availability

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us know by contacting your insurance adviser.