

## Engineering Policy Statement of Fact

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

A statement of fact records the information notified to Aviva (and their agents) and also facts assumed about **You, Your Business** and **Your Business Partners and Directors**. It must be read in conjunction with the Secure Underwriting Engineering Insurance Quote and, where cover is accepted, the Schedule and Policy Wording, as together they form a record of Our contract with You and the information which has been taken into account when calculating the premium, terms and conditions upon which Your policy is based.

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the acceptance and assessment of this application. If You are in any doubt as to whether a fact is material then it should be disclosed to Us. If any changes in circumstance arise during the Period of Insurance cover please provide Us with details.

We recommend You keep a record (including copies of letters) of all information provided to Us for Your future reference. A copy of all information given to Us can be supplied on request within a period of three months.

**You must check all the information and material facts contained in this statement of fact, Secure Underwriting Engineering Insurance Quote, and, where cover is accepted, the Schedule Please contact Your insurance advisor 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 Your claim(s).**

Any subsequent alterations to this statement of fact take precedence over the information previously contained within it.

### **General Details**

The Business is based at Your, Your Partners or Directors Premises as displayed in the Secure Underwriting Engineering Insurance Quote and the Schedule and no other premises are owned, leased, hired or rented by You, Your Partners or Directors from which the Business is conducted.

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 had ever been declared bankrupt or insolvent or been disqualified from being a company director

### **Claims History**

In connection with The Business or any other business in which You, Your directors, partners or family members are, or have been involved, and in respect of the cover(s) now granted:

There have not been any incidents in the 3 years prior to the inception of this policy which have or could have resulted in a claim, whether insured or not

# Important Information

## Choice of Law

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

- 1.) The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2.) In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3.) Should neither of the above be applicable, the law of England and Wales will apply.

## 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. If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Your **broker / insurance advisor** who arranged this insurance for You. If after this action You are not satisfied with the way a complaint has been dealt with, You should refer Your case to The Compliance Officer Secure Underwriting, 323 Church Road, St. George, Bristol BS5 8AA. Email: [info@secureunderwriting.com](mailto:info@secureunderwriting.com). If You are unable to resolve the situation and wish to make a complaint You can do so at any time by referring matters to Aviva.

We 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. Following the complaints procedure does not affect Your right to take legal action.

## Data Protection – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply are Secure Underwriting and Aviva Insurance Limited.

## 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 insurance You will signify Your consent to such information being processed by the insurer or its agents.

## Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agent's, 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**

In assessing Your application, to prevent fraud, check Your identity and to maintain its policy records, the insurer may:

- Search files made available to it by credit reference agencies who may keep a record of that 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. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.
- Use information relating to You and Your business and/or businesses supplied to us by other third parties.

### **Credit Searches and Accounting**

In assessing Your application, to prevent fraud, check Your identity and to maintain its policy records, the insurer may search files made available to it by credit reference agencies who may keep a record of that 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.

The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

### **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.

We can supply on request further details of the databases we access or contribute to.

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, Your Partners or Directors and the Business;
- 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 furnish us with other satisfactory proof of identity.

**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.

**Telephone Call Recording**

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

**Status**

Secure Underwriting is a trading style of Park Insurance Services.

Authorised and regulated by the Financial Services Authority.

The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or the Financial Services Authority can be contacted on 0845 606 1234.

You should show these notices to anyone who has an interest in the insurance under the policy.