

# Statement of Fact for Your Commercial Combined Insurance Policy

Produced on 30 January 2023

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

### Policy Details

<b>Policy number</b>	100749833CCI
<b>The Policyholder</b>	Yorpower Ltd. & Generator Warehouse Ltd.
<b>Contact address</b>	Hurricane Close Sherburn in Elmet Leeds, LS25 6PB
<b>Effective date</b>	30 January 2023
<b>Insurance adviser's reference</b>	2804849
<b>The Business</b>	Sales, design, assembly, hire, service and maintenance of industrial gas and diesel generators, fire pumps and load banks. Sales and distribution of diesel engines & ancillary parts. Design, assembly sale and installation of Control Panels

### What is a Statement of Fact?

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 representation 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 representation 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.

### General Details

No Policyholder, director or partner involved with The Business or any other company or business has:

- β ever had an insurance proposal declined, renewal refused or insurance cancelled or special terms imposed
- β 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, unless spent by the Rehabilitation of Offenders Act

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### General Details *(continued)*

No Policyholder, director or partner involved with The Business or any other company or business has, in the last 10 years:

- β been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings or been disqualified from being a company director
- β been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree

The Business has, in the last 10 years

- β not been subject to an investigation by HM Revenue and Customs which has resulted in a prosecution

The Business has a permanent registered address.

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### Losses and Claims History

The cover(s) now granted is/are based on the loss(es), claims, or incident(s) that might lead to a claim (in each case, whether insured or not), in connection with The Business or any other business in which You, Your directors or partners are, or have been, involved, as disclosed to Aviva.

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### Premises and Security

All Premises are occupied as advised to Us and these details are stated in The Schedule.

Unless advised and accepted by Us

- β all Premises are, and will be maintained, in a good state of repair
- β none of the Premises has suffered from nor is showing any signs of damage by subsidence, ground heave or landslip and none of the Premises is situated over made up ground or underground workings of any sort, or sited near a cliff
- β all Premises are occupied for the sole purpose of The Business and otherwise only as private dwellings
- β none of the Premises is unfurnished, unused or unoccupied
- β the portions of all Premises You occupy can be separately locked to prevent access
- β none of the Premises is located in an area with a history of flooding
- β all Premises You occupy are protected by adequate security devices and/or intruder alarm systems

In addition to the information displayed in the section, Aviva also retains, and is entitled to rely upon, all other information that has been disclosed by You or Your Broker or, if applicable, that has been obtained from any surveys that Aviva has undertaken.