



## **Professionals Insurance Statement of Fact Attaching to and forming part of the Quotation Summary**

NIG Quote Ref: BECZ08NK01  
Date of Issue: 25/01/2016  
Quotation Valid Until: 24/02/2016  
Proposers Name: Lola's Bakehouse

### **STATEMENT OF FACT**

#### **Important Note**

You, the Proposer, (or the broker or agent completing the form on your behalf) must provide all material information likely to influence the acceptance and assessment of this insurance. If you have any doubts as to whether a fact is material you should disclose it. Failure to disclose any material fact may invalidate your policy or may result in your policy not operating fully.

Please note that the statement of fact or proposal form, policy booklet, schedule and any additional information on the insurance provided by you (or the broker or agent acting on your behalf) will be the basis of the contract between us.

This Statement of Fact is a record of information that you have provided to your insurance intermediary, and any assumptions made about you and/or your business (see overleaf for details) upon which your insurance quotation is based. Information regarding the cover and sums insured that you have requested, are included in the Quotation Summary and this Statement of Fact.

All material facts must be disclosed, as NIG has relied upon the information in these documents to calculate a premium and apply terms and conditions upon which insurance cover is offered.

**WARNING – YOU MUST CHECK ALL THE INFORMATION IN THE QUOTATION SUMMARY AND THIS STATEMENT OF FACT AND TELL YOUR INSURANCE INTERMEDIARY IMMEDIATELY IF ANY DETAILS ARE INCORRECT, INCOMPLETE OR HAVE BEEN OMITTED. FAILURE TO DO SO MAY MEAN THAT YOUR INSURANCE POLICY IS NOT VALID OR THAT NIG IS NOT LIABLE TO PAY YOUR CLAIM(S).**

If any changes in circumstances arise during the period of insurance please provide full details to your Insurance Intermediary.

If you require a further copy of this Statement of Fact or the Quotation Summary, please contact your insurance intermediary.



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### Assumptions

If you need any help, clarification or you cannot agree with the important statements, please contact your insurance intermediary.

### Important statements:

**Neither the proposer, director or partner of the Trade or Business or its Subsidiary Companies either personally or in any business capacity:**

are subject to bankruptcy or insolvency orders which are either outstanding or have been discharged for less than 5 years;

have been convicted of or charged (but not yet tried) with a breach of any health and safety legislation or any other criminal offence other than parking or speeding offences or offences which are spent under the Rehabilitation of Offenders Act 1974;

have ever had a proposal refused or declined or ever had an insurance cancelled, renewal refused or had special terms imposed;

have been the subject of a County Court Judgement and/or ever been cited in any unsatisfied court judgements (or the Scottish equivalent) within the last 10 years;

have been subject of an individual voluntary arrangement with creditors, voluntary liquidation, a winding up or administration order, or administrative receivership proceedings within the last 10 years.

**Neither You, nor Your Directors, nor Your partners, nor Your employees:**

hold or have held any form of Asbestos Licence within the last 10 years or work or have worked with asbestos in the last 10 years.

**Your business:**

does not have more than 15 persons working in the business at any one time. (Total of Principals, Partners, Proprietors, Directors, Employees, Temporary Employees and Labour Only Sub-Contractors);

does not work in or on a high risk environment, such as Nuclear Plant/Power Stations, Gas or Chemical Works, Oil Refineries/Bulk Oil Storage, Off Shore Structures, Airfields/Airports, Railway Property, Quarries, Mines, Collieries, Towers, Steeples, Chimney Shafts, Bridges, Viaducts, Flyovers, Underpasses, Docks, Harbours, Piers, Wharves, Dams, Reservoirs, Lakes, Rivers, Foundries or Forges;

does not undertake manual work outside of the EU;

has not had more than 4 losses or incidents giving rise to losses during the last 3 years whether insured or not.



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Proposers Name:	Lola's Bakehouse
Postcode:	OL8 4SQ
Trade:	Cake Making And Decorating

### Declaration - General Matters

Effective Date?	01/02/2016
Has any principal, Partner or Director in the business ever been prosecuted under any safety legislation during the last 5 years and no such notices are pending?	No
Has any principal, Partner or Director in the business ever been convicted of or charged (but not yet tried) with any criminal offence other than motoring offences?	No
Has any principal, Partner or Director in the business ever been declared bankrupt/insolvent, or the subject of bankruptcy proceedings?	No
Has any principal, Partner or Director in the business ever had a proposal for insurance refused or declined or ever had an insurance cancelled, renewal refused or had special terms imposed?	No
The business involves the handling or use of silica, asbestos or substances containing asbestos, acids (other than brick acid), gases, explosives, radioactive or similar dangerous liquids or substances?	No
The business involves the demolition or partial demolition unless you are rebuilding?	No
The business works offshore?	No
Company Status?	Sole Trader
The number of years you have been trading?	0
Trade?	Cake Making And Decorating
Percentage of business?	100%
Turnover (including value of materials supplied at no cost)?	£10,000
On average, how many years experience in the main trade do all principals in the business have?	3
Are there any separate business premises that are rented or owned?	No
Is there any manual work outside the European Union?	No



## Professionals Insurance

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Does the business operate in high risk environments: towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels, aircraft, airports, railways, ships, docks, piers, wharfs, breakwater or sea walls, collieries, mines, chemical works, gas works, oil refineries, petrol tanks, power stations, nuclear installations or establishments and computers within computer suites or rooms used exclusively for computer operations?	No
Does the business use fixed Powered Wood Working Machinery (portable hand held power tools are acceptable)?	No
Is there any use of heat work away?	No
Percentage of heat work away?	-1%
Does the business use flame cutting or welding equipment?	No
Is terrorism cover required?	No
Have you sustained any loss or had any claim made against them, whether insured or otherwise, in respect of any of the covers required under this policy in the last 5 years?	No

#### Declaration - Details regarding all persons engaged in the business

Total number of people doing manual work (including labour only sub contractors, principals, proprietors, partners, directors)	1
Number of manual Principals / Proprietors / Partners / Directors included in above?	1
Total number of people doing clerical work (including labour only sub contractors, principals, proprietors, partners, directors)	0
Number of clerical Principals / Proprietors / Partners / Directors included in above?	0
Number employed solely as an administration staff (not being employed to undertake the main trade)?	0
Total Payments to bona fide sub contractors?	£0



## **Professionals Insurance Statement of Fact Attaching to and forming part of the Quotation Summary**

### **Important Information for you to know once the contract is in place**

#### **Your right to cancel**

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

#### **Termination**

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

#### **Your Fixed Sum Credit Agreement**

Your right to withdraw from your credit agreement

If you have chosen to pay by instalments, you may withdraw from your credit agreement within 15 days of receiving it. If you would like to withdraw from your credit agreement, please call us on 0345 303 1760 or write to us at the address shown on your documents. If you withdraw from your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to withdraw from the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be withdrawn; any refunds will be paid pro rata unless there is a claim, when the full premium will be due.

We may withdraw from your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your credit agreement, read the 'How to complain' section.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement.

We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

#### **How to make a claim**

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your policy number.

#### **How to complain**

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.



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The Chief Executive,  
NIG,  
Churchill Court,  
Westmoreland Road,  
Bromley,  
BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: 0800 023 4567 or 0300 123 9123.

### **Details about our Regulator**

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 020 7601 4878.

Under the Financial Services and Markets Act 2000, should we be unable to meet all our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Data Protection**

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. This notice describes who we are, why we need to collect your information and how we will use it.

We will tell you who we share your information with and how we use it to improve the service we provide to our customers.

### **Privacy Statement**

#### **Why we need your information**

We will use your information to give you quotations, and manage your insurance policy, including underwriting and claims handling.

Your information comprises of all the details we hold about you and your transactions and includes



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information we obtain about you from third parties.

We will only collect the information we need so that we can provide you with the service you expect from us.

From time to time we may need to change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. When we do so, you will have 60 days to object to the change but if we do not hear from you within that time you consent to that change.

### **Who we will share your information with**

NIG insurance policies are underwritten by U K Insurance Limited (UKI).

During the course of our dealings with you we may need to disclose some of your information to other insurers, third party underwriters, reinsurers, credit reference and fraud prevention and law prevention agencies and other companies that provide service to us or you, to:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop our products, services, systems and relationships with you
- understand our customers' requirements
- rate and price.

We do not disclose your information to anyone outside UKI except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to other companies who provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

### **Where we transfer your information**

From time to time we may require services from suppliers that are based worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we make sure that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

### **Employers' Liability Tracing Office (ELTO)**

We are also required to supply employers' liability insurance policy details to the Employers' Liability Tracing Office (ELTO). These details will be added onto the Employers' Liability Database (ELD), which will be managed by ELTO. This database will be accessible by any claimants and will assist claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK, to find the insurer that was providing employers' liability cover during their relevant period of employment and also to find the relevant employers' liability insurance policies.

### **Brokers or Agencies**

We will discuss your information with your broker or agency and provide them with information about your



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policy and dealings with us to enable them to manage your relationship.

### **Sensitive Information**

Some of the personal information we ask you for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We may also ask you to provide sensitive information about other people, please ensure that you have their agreement before providing information to us. We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

### **Dealing with other people**

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

### **Credit Reference Agencies**

UKI carries out a consumer search when any application for insurance is submitted. This is done using public data to evaluate insurance risks and no financial information is reviewed as part of this process. There is no visible credit footprint and after 12 months is automatically deleted.

### **Access to your information**

You have the right to see the information we hold about you. If you would like a copy of your information, please write to The Data Protection Officer, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference and ask for a Subject Access Request Form. A fee may be payable

### **Fraud prevention and detection**

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998.

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries 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; or





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- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at, UKI, Churchill Court, Westmoreland Road, Bromley, BR1 1DP, quoting your reference. The agencies may charge a fee.

### **Choice of Law**

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.