



<b>Name:</b>	Statement of Fact
<b>Date:</b>	01/02/2023
<b>Re:</b>	AMBER COURT MANAGEMENT (NO.4) LIMITED

Thank you for your recent enquiry regarding the above. The information contained within the risk presentation and any other additional information provided has been used to calculate the premium, terms and conditions of Our quotation which are as follows:

<b>Residents Association Management Liability Cover which includes Directors &amp; Officers Liability Insurance and Corporate Legal Liability</b>	Renewal
<b>Wording</b>	Residents Association Management Liability (BCOD012647)
<b>Limit of Indemnity</b>	Directors & Officers Liability Insurance £500,000 Corporate Legal Liability Insurance £500,000
<b>Excess</b>	Directors & Officers Liability Insurance Nil Corporate Legal Liability Insurance £1,000
<b>Rating Basis - Number of residential units</b>	8
<b>Premium</b>	£187.28
<b>Administration Fee</b>	£15.00
<b>Total</b>	£202.28

Premiums are inclusive of Insurance Premium tax (IPT) at the current rate of 12%

**Risk Address:** AMBER COURT MANAGEMENT (NO.4) LIMITED  
35-42 Amber Court  
Colbourne Street  
Swindon  
SN1 2HB

**Number of Units:** 8

**Subject to:**  
**Prior & Pending Date (D&O):** 21/02/22  
**Prior & Pending Date (CLL):** 21/02/22

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 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.

### Statement of Fact

The following statements are correct based on knowledge of Senior Management after making a reasonable search. This quotation is subject to the following criteria being met.

1. Neither the proposer nor any of its subsidiaries nor any insured person:
  - Has ever had an insurance proposal declined, renewal refused, insurance cancelled or special terms applied in respect of the type of cover proposed by this insurance
  - Has 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, which are not spent under the Rehabilitation of Offenders Act
  - Is aware, after enquiry, of any circumstances, facts or incidents that may lead to a claim in the future in respect of the type of cover proposed by this insurance
  - Has been the subject of any claims over the past 5 years in respect of the type of cover proposed by this insurance
  - Has ever been declared bankrupt or insolvent
  - Has ever been the subject of a County Court Judgment, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree
  - Has ever been disqualified from being a company director
2. In respect of each of the proposer and its subsidiaries:
  - It is solely a Residents Association / Right to Manage Company set up exclusively to manage the affairs of Residents Association / Right to Manage Company
  - It does not have employees, operations or assets based outside of the United Kingdom
  - It has not had any merger or acquisitions over the past 12 months and does not anticipate any mergers or acquisitions during the next 12 months
  - The latest service charge balancing statement shows positive net assets
  - The latest annual report and accounts have not been qualified by accountants
  - It is not currently undergoing and does not plan to undergo within the next 12 months any employee layoffs, early retirements or redundancies

This quotation is valid for 30 days and is subject to the terms, conditions and exceptions of our Residents Associations Management Liability (BCOD012647) policy wording, along with any additional terms as detailed above.

## **IMPORTANT INFORMATION**

### **Your Cancellation Rights**

There are no statutory cancellation rights under this policy.

### **Choice of Law**

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

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- 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. In the first instance, please contact your insurance adviser.

Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) (<https://www.financial-ombudsman.org.uk>) where you will find further information.

### **Business Introduction**

If an intermediary has arranged your business with us and you need to discuss any issues regarding their service, you should contact them.

### **Data Protection – Aviva Privacy Notice**

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](http://aviva.co.uk/privacypolicy) (<https://www.aviva.co.uk/privacypolicy>) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) (mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com) (mailto:dataprt@aviva.com)

### **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 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 details of job applicants and employees.
- Check your identity to prevent money laundering, unless you provide 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.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

### **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:

- 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
- make such disclosure in a reasonably clear and accessible manner; and
- 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.

#### **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.