



## **Cycle Shop/Outdoor Insurance Policy Statement of Fact**

This Statement of Fact forms part of your insurance contract with the Insurer (RSA) as defined in your Policy and Schedule.

All the information recorded in this document and the accompanying Schedule is material. Any supplementary information requested from you, including but not limited to that asked by telephone or in any other form, or supplementary questionnaires or exchanged between you and us may have also been material. Material information is all information that we and/or the Insurer considers essential for the assessment of:

- 1) your eligibility for this insurance Policy
- 2) the terms and Conditions applying to your Policy
- 3) your insurance premium

**This document also includes some assumptions we have made about you and your business.**

It is very important that you check this document and the accompanying Schedule and your Certificate of Employers' Liability Insurance carefully. If any information is incorrect please contact us as soon as reasonably practical. Please also consider whether there is any other material information known to you which could influence our assessment and acceptance of the risk. If you are unsure about the materiality of any facts you must bring them to our attention.

**Failure to inform us of any inaccuracies in this document, or in the Schedule, or to disclose all material facts whether or not the subject of a specific question by us, may invalidate your contract of insurance or result in a claim being rejected.**

In particular, please check the Assumed Information at the end of this Statement of Fact and then refer to the Schedule to check the revised limits and any clauses which may now apply to your policy.

**If you become aware that the information contained in the Statement of Fact, or the Schedule is incorrect, or incomplete you must notify us within 30 days of the date of the documents in the case of quotations or in the case of new business, renewal, or mid-term policy alteration 14 days.**

We recommend you keep a record of all information supplied to us, including copies of letters and this Statement of Fact, for the purpose of entering into this contract of insurance.

### General Assumptions

If any of the following assumptions are inaccurate or incomplete, please notify us immediately.

Neither you or your directors or your partners have ever:

- a) Been declared bankrupt or insolvent either as private individuals or in connection with any business.
- b) Been the subject of a county court judgment in respect of debt either as private individuals or in connection with any business.
- c) Been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 or any subsequent legislation.
- d) Been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation.
- e) Been convicted of or charged with but not yet tried for a criminal offence other than a motoring offence.
- f) Had an insurance contract cancelled or declared void or a claim repudiated or renewal refused due to breach of a policy condition or due to non-disclosure or misdescription or misrepresentation of a material fact.
- g) Had insurance cover restricted or cancelled or renewal refused due to non-compliance with risk improvement requirements.
- h) For internet and e-mail (hacker) cover to apply  
You do not operate an interactive website (a website which contains a bulletin board, chat forum or newsgroup facility or where financial transactions can be made);  
You are fully compliant with the Data Protection Act  
You have virus protection software operating on across the proposer's network which must be updated daily  
You back up all electronic files on your system at least daily and store this data off site.
- i) In relation to Directors and Officers Insurance (if insured)  
Your business is a limited company  
You have been trading for at least two years, made a profit in the last year and declared a positive net worth in the latest annual accounts  
Your accountant has not qualified their opinion in the latest annual accounts  
You have no assets or turnover outside the United Kingdom  
There have been no claims or investigations made against the company, it's directors, officers or employees in the last five years which may have given rise to a claim under this policy had it been in force  
You are not aware of any fact, circumstance, allegation or incident likely to give rise to a claim.

**About your premises and any previous losses**

All the Premises insured or to be insured (including any glass to be insured):

- a) Are not specially exposed to any of the risks for which insurance is required.
- b) Are and will be maintained in a good state of repair.
- c) Buildings are built of brick, stone or concrete, with slate, tiles, concrete, metal or asbestos roof.
- d) Are self contained and in your sole occupation.
- e) Has a level of security which meets our minimum security requirements.
- f) Where it is your responsibility, e.g. you own your building, you have the fixed electrical wiring checked and certificated by a competent person as recommended by guidance note 3 to BS7671: Requirements for Electrical Installations. A competent person is for example an approved contractor from:

- Electrical Contractors' Association (ECA)
- National Association for Professional Inspectors and Testers (NAPIT)
- National Inspection Council for Electrical Installation Contracting (NICEIC)
- The Electrical Contractors' Association of Scotland (SELECT)

*The recommended interval between inspections is 5 years for shop premises.*

3. Any specified safe(s) is (are) anchored in accordance with manufacturer's recommendations

4. Accidents, losses or claims prior to the inception of this Policy. These relate to the covers to be insured under the Policy (whether insured or not at the time of the loss) and to any business which you partners or directors have been involved.

Details of any Claims:	Date:	Amount:	Location:
---------------------------	-------	---------	-----------

**General Statements**

You agree to accept The Insurer's usual form of policy wording for this class of insurance, which is available on request.

All personal information supplied by you will be treated in confidence by us and will not be disclosed to any third parties except where your consent has been received or where permitted by law.

You declare to the best of your knowledge and belief that:

- all the information provided is true and complete
- this Statement of Fact is true and complete
- all material information has been disclosed and will form part of the contract between you and The Company.

### **Assumed Information**

In order to calculate your premium we have had to make some assumptions. If any of these assumptions are incorrect please let us know immediately so that we may make the necessary amendments.

1 You comply with the following in relation to your business activities:

- a) You are a cycle, arts and crafts or outdoor pursuits equipment retailer based and domiciled in the United Kingdom with an annual turnover less than £1,000,000 and wage roll less than £500,000.
- b) The sale of second hand cycles does not exceed 50% of your estimated annual turnover
- c) The repair of cycles does not exceed 50% of your estimated annual turnover
- d) You do not undertake any cycle maintenance classes that involve the use or application of heat
- e) You do not undertake any cycling proficiency classes outside of the normal road environment, i.e. mountain biking, stunt riding or BMX
- f) You do not attend more than 10 exhibitions per annum
- g) You do not sell any of the following products:
  - medical or health products
  - flammable liquids or gaseous fuels
  - fireworks
  - any item designed for use in aircraft, hovercraft, water craft or any motor vehicle
  - children's toys which do not carry the CE mark as per the criteria set by the EC Toy Safety Directive (88/378/EEC)

2 You are not aware of any potential claim or loss from the dishonesty or malice of any employee

3 The building(s) you occupy is/are free from cracks or other signs of damage that may be due to subsidence, landslip or heave and have not previously suffered damage by any of these. There is no history of flooding, subsidence, heave or landslip at your premises or in the immediate vicinity, e.g. within 1 mile

4 The premises are a self-contained retail unit or storage unit

5 You do not store any contents in any shed, garage or outbuilding of non-standard construction other than a self-contained storage container made of steel and secured with locking bars and catches, and an anti-theft padlock box

You do not store more than £15,000 contents in any one storage container and do not store more than £25,000 contents in all your storage containers

### **Data Protection Act**

Any information contained in this document or any other documents held by either Butterworth Spengler or Royal & SunAlliance plc will be used for the preparation and production of policy documentation and other risk and insurance related matters. It may be shared with reinsurers, other insurers, lawyers, loss adjusters or agents.

CycleSureLtd and Royal & SunAlliance plc are authorised and regulated by the Financial Services Authority.