



## **Your duty to make a fair presentation of the risk**

You must make a fair presentation of the risk to us when you take out, renew or amend your policy. A fair presentation requires you to tell us about all facts and circumstances which may be material to the insurance, in a clear and accessible manner.

Material facts are those which are likely to influence an insurer in the acceptance or assessment of the terms or pricing of your policy. If you are in any doubt as to whether a fact is material, you should tell us about it. If you fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where, the insurer would not have accepted the policy had you told it about a material fact or circumstance, the insurer may treat your policy as if it had not existed and refuse to pay any claims. In other cases, the insurer may only pay part of the value of your claim or impose additional terms. For these reasons, it is important that you check all of the facts, statements and information set out in the documentation provided by us are complete and accurate, and that you answer any questions completely and accurately.

If there is more than one person involved in your business or employed by you, you should check with them, where appropriate, that the facts and statements that you make are complete and accurate. Examples of people who should be included within the enquiries are (where applicable): Senior management within your business (which includes anyone who plays a significant role in making decisions about how your activities are to be managed or organised). A person for whom cover is provided by the contract of insurance. Anyone who is responsible for the procurement of your insurance. If any of the facts, statements and information in this document, or any additional information provided are incomplete or inaccurate, you must contact us immediately.

Failure to do so could invalidate your policy or lead to a claim not being paid. Here are some examples of facts that should be disclosed (this list is not exhaustive): any special or unusual facts relating to the risk any particular concerns which led you to seek insurance cover officers of the business that have been convicted of criminal offences officers of the business that have been declared bankrupt or were previously a director of a failed business the company or director having been refused insurance cover or had a policy cancelled any losses arising out of fraud or dishonesty previous losses (regardless of fault or whether an insurance claim was made) a change to the business activities a change to the business / management structure connections with a country that is subject to sanctions



## **Your duty to notify us about certain facts regarding convictions, bankruptcy proceedings and refusals of insurance cover**

You must notify us with the relevant details if your business or any company in the same group as your business, or any director or partner of your business or any group company (either personally or in any business capacity) has ever been, or is during the period of insurance: declared insolvent or bankrupt or the subject of bankruptcy proceedings the subject of a County Court judgment (or Scottish equivalent), or if there are any proceedings pending a director or partner in any business which is or has been the subject of a winding up or administrative order, or receivership or other insolvency proceedings convicted or charged with any criminal offence, or have a prosecution for such an offence pending, (except for the Road Traffic Act offences of parking or speeding on one occasion if there are no convictions) prosecuted or served with a notice of intended prosecution, or a prohibition notice in connection with a breach or alleged breach of any health and safety legislation refused or declined insurance cover or has or has ever had insurance cancelled, renewal refused or had special terms imposed.

This is very important because if you fail to notify us of any of the circumstances above, your insurance claim may be reduced or not paid, additional terms may be imposed or your policy cancelled. Please note that spent convictions do not need to be disclosed.

## **Your operations in countries that are subject to sanctions**

You must notify us with the relevant details of all circumstances, including those which may arise during the period of your insurance cover, involving activity by your business or its group companies (including direct or indirect imports and exports, other forms of trading, services, travel and working abroad) in the following countries and territories: Belarus, Crimea, Cuba, Democratic Republic of Congo, Iran, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and Zimbabwe.

## **Your failure to disclose**

If you do not notify us of the facts and circumstances described above, including those which may arise during the period of your insurance cover, we will treat this as confirmation from you that you have no information to supply in relation to that fact or circumstance. If you do not understand any point please ask for further information.



## **Reasonable care**

Despite being insured, you still need to take the same care that you would if you weren't insured. And if something happens that could lead to a claim, you need to take reasonable steps to minimise any losses.

## **Subjectivities**

Sometimes your insurer will need specific information from you or ask you to take particular action, and generally you will still be covered while doing what they've asked. If this happens we will make sure you know what to do and by when, and what will happen if you don't.

## **Complaints**

Sometimes things may not go entirely to plan. Both Inspire Risk Management Ltd and the insurers we deal with welcome the opportunity to discuss any concerns that you may have about any aspect of the service you receive. Should you need to discuss a problem, please contact us in the first instance. Details of how to contact the insurer will be in the policy document.