

Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR
Telephone: 0345 60 20 999 or 01323 737541 Email: ansvar.insurance@ansvar.co.uk www.ansvar.co.uk

241787365

Effective from **06 February 2018**

Client ('you/your') **Wivenhoe Printworks**

THE CONTRACT OF INSURANCE

- This Statement of Facts must be read in conjunction with the schedule and forms part of your contract of insurance with Ansvar Insurance (we / us / our).
- If the premium is to be paid by instalments, our application form must be fully completed and received by us within 14 days of cover being inception / renewed, otherwise payment by instalments will not be accepted by us.
- You must make sure that the information provided to us for this policy is, and will continue to be, accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing your policy.
- You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor or us immediately.
- Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- We will communicate with you in English at all times.
- Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- Our policy cover is underwritten by Ecclesiastical Insurance Office plc. The Legal Expenses cover is dealt with by DAS Legal Expenses Insurance Company Limited.

DATA PROTECTION ACT – use of your information

Ansvar Insurance and its agents will use your information for the following purposes:

- 1) To administer your insurance policy by us, our agents, re-insurers and your insurance advisor.
- 2) Disclose it to solicitors, loss adjusters, service providers, regulators and ombudsmen as necessary.
- 3) Make, at our option, checks against publicly available information such as electoral roll, County Court Judgements, bankruptcy or repossessions to enable us to decide whether to offer insurance to you, the terms of such insurance, and to review any previous claims you have made.
- 4) Keep you informed by post, telephone, email, text messaging or other electronic means, about insurance and financial products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted for these purposes **unless** you indicate an objection to receiving such information by contacting us either by email at ansvar.marketing@ansvar.co.uk or write to us at Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR or telephone us on 0345 60 20 999 to have your details removed from our marketing lists.

Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. If you or anyone acting for you makes a false or fraudulent claim, supports a claim by any fraudulent document, device or statement, then we will not pay the claim and at our discretion can cancel the policy from the time of the fraudulent act took place and retain the premium.

Further details are available in our privacy policy on our website www.ansvar.co.uk.

We may need to pass the email addresses we collect to other companies for administrative purposes only. We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how you use our website, market research purposes and issuing our emails for us. Third parties will not be allowed to use your personal information for their own purposes.

Date of issue 06/02/2018

241787365

Effective from **06 February 2018**

Client ('you/your') **Wivenhoe Printworks**

Please check that the following details we have for you are correct.

If any information is missing or incorrect then please advise your insurance advisor or us and we will issue a revised statement of facts and if applicable update any terms.

ORGANISATION DETAILS

- 1) Your:
 - a) organisation is a **Unincorporated Association**
- 2) Year your organisation was established: **2018**
- 3) You confirm that your organisation's:
 - a) income does not exceed **£30,000**
 - b) wage roll does not exceed **£10,000**
 - c) active volunteers does not exceed **8**
- 4) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
- 5) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 6) You confirm that you or any director, partner, trustee or committee member, either as private individuals or in connection with any business or organisation, have not been:
 - a) convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act 1974 can be ignored), other than motoring offences
 - b) the subject of any unsatisfied County Court Judgement, bankruptcy, Sheriff Court Decree, insolvency or voluntary agreement, or been disqualified from holding a company directorship
 - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body
 - d) the subject of any adverse publicity in the last 3 years, or anticipate being the subject of any adverse publicity in the next 12 months.
- 7) You confirm that you:
 - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to:
 - i) breach of a policy condition
 - ii) non-disclosure or misrepresentation of a material fact
 - iii) claims or losses
 - iv) non-compliance with risk improvement requirements
 - b) are not aware of any circumstances that might give rise to a claim
 - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last five years other than as notified to us prior to the inception of this policy and shown under the relevant 'Risk location':
- 8) Your previous insurance details.
 - a) Insurer: **No Previous Insurance**
- 9) You confirm that each of the premises to be insured, the buildings are of 'standard construction' i.e. built of brick / stone / concrete and roofed with slates / tiles / metal / concrete (we include within 'standard construction' up to 10% non-standard construction and flat felt roof area(s) not exceeding 10% of the total roof area). Any non-standard construction for buildings will be noted as '**Non-standard**' under the relevant 'Risk Location' and any further details will be shown under 'DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US'.
- 10) You confirm that there has not been any incident that may give rise to threatened actions or lawsuits in respect of any of your publications, statements or broadcasts.

241787365

Effective from **06 February 2018**

Client ('you/your') **Wivenhoe Printworks**

COVER DETAILS

The following statements numbered 11 to 19 inclusive are only applicable if the appropriate section of cover is shown as operative on your schedule.

- 11) For property cover, you confirm that the buildings (including contents therein) at each premises to be insured are:
 - a) kept in a good state of repair and are not undergoing alterations, renovations or repair beyond that of normal upkeep and maintenance work
 - b) solely occupied by you and used in accordance with your charitable activities and there are not any unoccupied, in whole or part, buildings
 - c) not in an area where flooding has occurred
 - d) not sited on a flood plain or within 400 metres of any body of water e.g. river, lake, stream or other watercourse
 - e) not located on sites that have any unusual features e.g. a bridge, railway line, river, lake, mine, quarry, gravel pit, well or cliff, and:
 - i) do not contain an automated teller machine (ATM)
 - ii) do not contain any outbuildings (whether attached to the buildings or not)
 - f) not powered by renewable energy and does not contain any renewable energy power generating machinery or plant.
- 12) For subsidence cover, you confirm that each of the premises to be insured:
 - a) are free from any signs (e.g. cracking) of:
 - i) subsidence (downward movement of the ground beneath the buildings other than by settlement)
 - ii) heave (upward movement of the ground beneath the buildings as a result of the soil expanding)
 - iii) landslip (downward movement of sloping ground)
 - iv) settlement (downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction)
 - b) has not had underpinning or remedial action of any type in connection with subsidence, heave, landslip or coastal or river erosion
 - c) does not have any trees or shrubs more than 5 metres in height within 10 metres of the premises.
- 13) For contents cover, you confirm that you meet our minimum standard of physical security or any additional specific protections agreed, at each premises to be insured, and that you will maintain those protections at all times in efficient working order, and keep them in effective operation.
- 14) For liability cover, you confirm that:
 - a) all your charitable and recreational activities (including fund-raising events) have been disclosed to us and specified in the policy wording and schedule or by endorsement or otherwise agreed by us in writing
 - b) those treatments or professional services you require cover for have been disclosed to us and specified in the schedule
 - c) you always ensure that established codes of practice and safety are complied with for such activities or work
 - d) none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
 - e) any sub-contractor working for you must have in force their own liability insurance which provides cover for their sub-contract activities
 - f) any manual work undertaken away from your premises or any work abroad (other than clerical work while on a temporary visit abroad) has been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing.
- 15) For liability cover, in respect of any activities involving young people (under 18 years) or vulnerable adults:
 - a) you comply with all statutory and other regulations imposed by any authority, and
 - b) your written safeguarding policy is fully complied with at all times and regularly reviewed (at least annually), and
 - c) all persons working with such people have been advised to the Disclosure and Barring Service (DBS) or authorised statutory body.
- 16) For products liability cover, you confirm that:
 - a) you have not or do not sell or supply:
 - i) products incorporated into any aircraft, spacecraft, watercraft or mechanically propelled vehicles
 - ii) products incorporated into any gas, chemical, petrochemical or power generation plant
 - iii) medical, surgical, dental, pharmaceutical or therapeutic products
 - iv) or export products to the United States of America or Canada
 - b) any manufacture, processing, servicing, repairing, testing or assembly of components or complete articles have been disclosed to us and specified in the policy and/or by endorsement or otherwise agreed by us in writing
 - c) records of all products supplied (including their instructions for use and warnings) and details of the quality control system used are retained by you.
- 17) For fidelity guarantee cover, you confirm that you comply with our special requirements for 'best practice'.

- 18) For loss of licence cover (premises licence with a designated premises supervisor or a Club Qualifying Certificate), you confirm that:
- a) there has not been any review of the premises licence resulting from a police closure order or representation by any interested party.
 - b) an application to grant, renew, or transfer the licence has not been refused
 - c) there is no intention to transfer the licence within the next twelve months
 - d) there are no matters pending that are likely to affect the future of the licence
 - e) there has not been opposition to the licence, or an incident, that may prejudice the granting, renewal or transfer of the licence
 - f) there is no environmental, planning, compulsory purchase or similar local authority legislation that is likely to affect the future of the licence
- 19) For trustees' and directors' indemnity cover, you confirm that:
- a) your governing documents do not prohibit the purchase of trustees and directors indemnity insurance
 - b) your most recent annual financial report and accounts were independently examined or audited, where required by any regulatory body governing your organisation, and were not qualified in any way.
 - c) you are able to pay the organisation's debts as they fall due
 - d) you are not aware (after making enquiries of your trustees, directors and officers) of any circumstances that might lead to a claim

DETAILS OF ANY AMENDMENTS TO THE ABOVE STATEMENT OF FACTS DECLARED TO US

Claims details:

Risk location: **23-24 Wivenhoe Business Centre, Brook Street, Wivenhoe, Colchester, Essex, CO7-9DP, United Kingdom**