

Your Transtore Combined Insurance Policy

Statement of Fact

This is an important document and You must read it in full.

Policy Details

Produced on	11 December 2020
Policy number	25196362CHC174
The Policyholder	Phil Mottershead t/a Contract Removal Services
Contact address	15 Weaver Crescent Hethersett NR9 3GF
Effective date	05 December 2020
Period of Insurance	From 05 December 2020 To 04 December 2021
Business Description	Removal Contractor

What is a Statement of Fact?

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 representation 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 representation 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 application for, or 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.

General Details

No Policyholder, director or partner involved with The Business has:

- ever been declared bankrupt or insolvent
- ever been the subject of a County Court Judgment, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree
- ever been disqualified from being a company director
- ever had an insurance proposal declined, renewal refused or insurance cancelled or special terms imposed
- 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
- been convicted of fraud, robbery, theft or handling stolen goods during the past 5 years - unless spent by the Rehabilitation of Offenders Act
- The Business has
 - never been subject to an investigation by HM Revenue and Customs which has resulted in a prosecution
 - a permanent registered address.

Claims History

In connection with The Business or any other business in which You, Your directors, partners or family members are, or have been involved, and in respect of the cover(s) now granted:

There have not been any incidents in the 3 years prior to inception/renewal which have or could have resulted in a claim, whether insured or not.

- prosecuted by the Environment Agency and/or been subject to Civil Sanctions and/or been required to pay clean-up costs following a pollution incident

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Transaction type	Renewal 2020
Produced on	11 December 2020

This Schedule forms part of Your policy.

Important (Material Circumstances)

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Policy details

Insurer	Aviva Insurance Limited	
Period of Insurance:	From:	05 December 2020
	To:	04 December 2021
Effective Date:	05 December 2020	
Renewal Date:	05 December 2021	
Premium:	£805.55	
Insurance Premium Tax:	£96.67	
Total Amount Due:	£902.22	

Your details

Policyholder:	Phil Mottershead t/a Contract Removal Services
Policyholder's Address:	15 Weaver Crescent Hethersett NR9 3GF
Business Description:	Removal Contractor

Your Insurance Adviser's Details

Agency number:	50BC320
Name:	Basil E. Fry & Co. Limited
Address:	Swan House, Swan Centre, Leatherhead, Surrey KT22 8AH
Telephone Number:	01372 385 985
Email Address:	broking@basilfry.co.uk

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Summary of Cover

There may be differences in the cover selected between premises, so please check the details carefully.

Cover Sections You've chosen to Cover

Asset Protection

Property Damage - All Risks	Not Insured
Theft	Not Insured

Business All Risks

Business All Risks	Not Insured
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Money & Assault

Money & Assault	Not Insured
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Revenue Protection

Business Interruption	Not Insured
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Legal Liabilities

Employers' Liability	Not Insured
Public/Products Liability	Not Insured

Freight

Goods in Transit	Insured
Storage	Not Insured

General Endorsements

None.

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Freight

Policy Cover

Goods in Transit

Geographical Limits	Zone 1 - Please see the Policy Wording for a full description.
Basis of Cover	Other Conditions, RHA, CMR
Conditions of Trading	British Association of Removers or as agreed by underwriters, CMR.
Method of Transport	Own Vehicles and/or Subcontractors Vehicles.
Limit of Indemnity	£20,000.00
Number of Vehicles	Maximum 2 at any one time.
Rate on Adjustment	Not applicable.

MAXIMUM OVERALL LIMIT OF INDEMNITY

The Maximum Limit of Liability under this Policy in respect of any one occurrence is £1,000,000.

Excess Clause

You shall bear the first:

- a) £50 of each and every claim in respect of Personal Effects of Your Drivers
- b) £25 of each and every other claim.

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Conditions

As per Your Transtore policy wording freight section but including the below:

It is hereby declared and agreed that Exclusion 7 as stated in your Your Transtore policy wording Freight section is deleted.

It is hereby declared and agreed that Under the Reasonable Care section As per Your Transtore policy wording Freight section Items a, b (ii) and b (iv) are deleted.

Special Conditions

Storage Claims Basis

In respect of storage claims only The Indemnity is classed as “discovered by the Insured during the period of insurance”.

Additional Conditions and Endorsements

The Schedule will state which Section(s) the following Additional Conditions and Endorsements apply to. These are in addition to the Conditions contained in each applicable Section and the Policy Conditions at the back of this policy.

Exception (3) (a) contained in the Policy Exceptions section of the Policy Wording shall not apply to the Freight policy section.

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Important Information

Each time We use “We/Us/Our/Aviva” this will have the same meaning wherever it appears unless we state otherwise. We/Us/Our/Aviva means Aviva Insurance Limited.

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:

- (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 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.

Data Protection – Aviva Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include you intermediary, who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

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Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business. We need this to:
 - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
 - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We may also use personal information about other people, for example family members you wish to insure on a policy. **If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.**

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Reference Agency Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy

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amendments are requested. The Insurer or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our credit reference agency and the ways in which they use and share personal information, are explained in more detail at www.transunion.co.uk/crain.

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How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary] and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area (“EEA”). We’ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH. If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

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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 to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details please contact us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR. Telephone: 0345 300 0597. Email: PIUUKDI@AVIVA.COM

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 your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

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.

You should show these notices to anyone who has an interest in the insurance under the policy.

If You Have a Complaint

If for any reason you are unhappy with our service, 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 to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk, where you will find further information.

Aviva Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm reference no. 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website www.fca.org.uk.

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Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk.

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.

Making a Claim

Should you need to make a claim under this policy, please contact us on 0800 015 1468.

In all cases, please quote your policy number.

Copy document availability

If you would like to receive copies of your policy documents in paper, please contact your insurance adviser. Copies will be provided free of charge.

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.