

# Property Owners Dispensation Declaration

Allianz Insurance plc (we, us, our) and Client (you, your).

The Policy of Insurance and the Schedule which attaches and forms part of it (**the Insurance Contract**) have been prepared in reliance on information which we have received from you through your Insurance Adviser.

## **IMPORTANT INFORMATION – YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK**

You must make a fair presentation of the risk to us at inception, renewal and variation of your Policy. This means that you must tell us about all facts and circumstances which may be material to the risks covered by your Policy in a clear and accessible manner or give us sufficient information to alert us of the need to make enquiries about such facts or circumstances.

Material facts are those which are likely to influence us in the acceptance of 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, we may avoid your Policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a fair presentation is:

- a** deliberate or reckless; or
- b** of such other nature that, if you had told us about a material fact or circumstance, we would not have issued, renewed or varied your Policy.

In all other cases, if you fail to make a fair presentation of the risk, we will not avoid your Policy but we may instead:

- a** reduce proportionately the amount paid or payable on any claim, the proportion for which we are liable being calculated by comparing the premium actually charged as a percentage of the premium which we would have charged had you made a fair presentation (e.g. if we would have charged you double the premium, we will only pay half the amount of any claims under your Policy); and/or
- b** treat your Policy as if it had included such additional terms as we would have imposed had you told us about a material fact or circumstance. Payment of any claim you make will be subject to the application of any such additional terms.

For these reasons it is important that you check all of the facts, statements and information set out in this form or in any other information provided are complete and accurate. You must also make reasonable enquiries to check with anyone you employ in your business that the facts and statements set out in this form or in any other information provided are complete and accurate and that there are no other material facts which you need to disclose.

**IF ANY OF THE FACTS, STATEMENTS AND INFORMATION SET OUT IN THIS FORM, RISK PRESENTATION OR ANY ADDITIONAL INFORMATION PROVIDED ARE INCOMPLETE OR INACCURATE, YOU OR YOUR INSURANCE ADVISER MUST CONTACT US IMMEDIATELY. FAILURE TO DO SO COULD INVALIDATE YOUR POLICY OR LEAD TO A CLAIM NOT BEING PAID OR NOT BEING PAID IN FULL.**

**You should also note that the Insurance Contract is issued on the understanding that neither you or any partner, director, or any other person responsible for managing the business, either personally or in any business capacity:**

- a** has been convicted of or charged (but not yet tried) with any criminal offence other than road traffic offences
- b** has received an official caution for a criminal offence within the last three years other than a (road traffic) motoring offence
- c** has ever been declared bankrupt or entered into an individual voluntary arrangement, or if a company, gone into liquidation, administration, receivership, administrative receivership, or entered into a company voluntary arrangement or creditors scheme of arrangement
- d** has ever been a director or partner of a company that went into liquidation, administration, receivership, administrative receivership, or entered into a company voluntary arrangement, or a creditors scheme of arrangement or was dissolved
- e** has ever been prosecuted for a breach of any statute relating to health or safety of employees or others
- f** has ever been served with a Prohibition Notice under the Health and Safety at Work etc. Act 1974 and associated regulations
- g** has ever been prosecuted for failure to comply with any environmental protection legislation
- h** has ever been the subject of a recovery action by HM Revenue and Customs
- i** has ever been the subject of a County Court or High Court judgment
- j** has ever been a director of a company that has received a County Court or High Court judgment against it
- k** has ever been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation from holding office as a director of a company

**If any of these assumptions is inaccurate or incomplete you or your Insurance Adviser must tell us immediately. Failure to do so could invalidate your policy or lead to a claim not being paid or not being paid in full.**

## Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz Group") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers, (the "Claimants"):

- I. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- II. to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

## Declaration

You declare that:

- 1** You have read this form and understand that You are under a duty to make a fair presentation of the risk and that failure to do so could result in Your policy being invalidated and/or a claim not being paid or not being paid in full.
- 2** the facts, statements and information contained within this form, whether provided by me or by others on my/our behalf, are true and complete.
- 3** the facts, statements and information which are not contained within this form but which have been provided to Allianz separately by me or by others on my behalf are true and complete.
- 4** You have declared all material facts and circumstances which may affect the risk being accepted by Allianz under this policy even if Allianz has not asked me any questions about such facts.
- 5** You have made all reasonable enquiries of any employed by me to ensure that all facts, statements and information provided to Allianz are accurate and correct.
- 6** You agree to accept Allianz's standard form of policy for this/these class/classes of insurance. A specimen copy of the policy is available on request.
- 7** You understand that Allianz Insurance plc and/or Allianz Legal Protection reserve the right to decline any proposal.
- 8** You have read the Data Protection statement above and consent to data being used for the purposes specified.

Authorised Signature

Date

Position/Title

Print Name

## Important

### Your Records

You should keep a record (including copies of correspondence) of all information supplied to Allianz which relates to this form.