

## Your Minifleet Policy Statement of Fact

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

<b>Policy Details</b>	Produced On:	17/06/2014
	Policy Number:	97MF18024141
	Policyholder's Name:	Elite Groundworkers & Construction Limited
	Policyholder's Contact Address:	2 St. Marys Grange Little Haywood Stafford Staffordshire ST18 0UE United Kingdom
	Effective Date of cover:	17/06/2014
	Insurance Advisors Reference:	50L6
	The Business:	Groundwork And Paving 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 Schedule and policy wording, as together they form a record of Our contract with You and the information which has been taken into account when calculating the premium, terms and conditions upon which Your policy is based.

Please remember all material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the assessment and acceptance of the application. You must therefore inform the insurer of any circumstances of which they may not be aware. If You are in any doubt as to whether a fact is material it should be disclosed to the insurer. If there have been any changes in circumstances that have arisen since this insurance was taken out or last renewed please inform Your insurance adviser.

You should keep a record (including copies of letters) of all information supplied to the insurer for the purposes of the renewal of this insurance.

**You must check all the information and material facts 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 Your claim(s).**

Any subsequent alterations to this statement of fact take precedent over the information contained within it.

## Your Minifleet Policy

### Statement of Fact

#### General details

- No person who, to Your knowledge will drive under this insurance is under 21 years of age
- No proposer, director, partner or family member involved with the business has:
  - ever been declared bankrupt or insolvent
  - ever been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree
  - ever been disqualified from being a company director
  - ever had a proposal declined, renewal refused or insurance cancelled by the insurer
  - 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
- The Business has a permanent registered address
- None of the following vehicle types are required to be insured under the policy: stretch limousines, emergency response vehicles (including ambulances, colliery vehicles, fire brigade vehicles and mountain rescue vehicles), showman's vehicles, steam traction engines / steam rollers, land trains, prison vans, amphibious vehicles, breakdown / recovery vehicles, security vans, coaches and buses, advertising vehicles, airport support units, road-testing vehicles, armoured cars/vehicles, home or kit built vehicles, vehicle transporters or tankers.
- No vehicle to be insured:
  - will be used in connection with the Motor Trade or for Self Drive Hire purposes
  - will be used for carriage of goods or passengers for Hire and Reward
  - has any non manufacturer fitted modifications
  - will be used outside the UK for more than 60 days in any period of Insurance
  - is owned or used by any Embassies, High Commissions, or any member of a Royal Family
  - is primarily or regularly used for the carriage of U.S. or Canadian Nationals
  - has any non manufacturer fitted modifications other than vehicles converted to use alternative LPG fuel where the conversion has been carried out by an LPG approved installer
- No vehicle to be insured will carry hazardous substances defined as: any goods carried which are defined (by categories 1 - 9) in accordance with the United Nations (UN) classification requirements. These are in respect of explosives, gases, flammable liquid, flammable solids, oxidising substances, toxic substances, radioactive material, corrosive substances and miscellaneous dangerous goods
- No vehicle to be insured will visit any hazardous locations defined as: power stations, nuclear installations, refineries or bulk storage or production premises in the oil, gas or chemical industries, Ministry of Defence premises, military bases, airside at any airport designed for fare paying passengers & / or freight handling, rail trackside or other rail property
- No vehicle to be insured will be used outside the United Kingdom for more than 60 days in any period of insurance

## Your Minifleet Policy

### Statement of Fact

•No person who, to Your knowledge will drive under this insurance has been convicted during the last 5 years of Fraud, Robbery, Theft or Handling Stolen Goods unless spend under the Rehabilitation of Offenders Act

•Where required by law, a valid Goods Vehicle Operators Licence is held

•No person who, to Your knowledge, will drive under this insurance has ever had their Operators Licence revoked or had restrictions imposed

•No person who, to Your knowledge, will drive under this insurance has been prosecuted by the Traffic Commissioner or convicted during the past 3 years in connection with any tachograph or drivers hours offence

•No person who, to Your knowledge, will drive under this insurance makes their living in any of the following ways or sectors; coach or bus operator, professional sportsperson, professional entertainer, pop star, professional model, labour supply industry

### Claims History

In connection with The Business and in respect of the cover(s) now granted:  
Should there be a discrepancy between the information provided and that validated, we reserve the right to:

- Vary the terms
- Cancel the policy
- Void the Policy from inception

Period (Start / End)	Total Number of incidents in Period (inc Windscreen Claims)	Number of Windscreen Claims in Period	Total cost of all Claims (Paid & Outstanding) in Period
16/06/2013 - 16/06/2014	2	1	£19,107.00
16/06/2012 - 16/06/2013	2	2	£212.25
16/06/2011 - 16/06/2012	1	1	£231.00



## Your Minifleet Policy Statement of Fact

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### Important Information

**Period of Validity:**

As stated on Your policy schedule.

**Material Facts**

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one that is likely to influence an insurer in the acceptance and assessment of this application, such as a Young or inexperienced driver, vehicle modifications or an offence, (including non motor related offences such as fraud, robbery, theft or handling stolen goods.) or prosecutions pending, or infirmities of any driver. If You are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in any material fact arise during the period of insurance cover please provide Your insurer with details.

A specimen copy of the policy wording is available on request. We recommend You keep a record (including copies of letters) of all information provided to the insurer for Your future reference. A copy of the completed Statement of Fact will be supplied on request within a period of three months after its completion.

**Data Protection****Privacy Policy**

The pages on this websites are only directed at United Kingdom residents and comply with appropriate UK legislation and regulation. We have provided this privacy policy to help You understand how we collect and use Your personal information when You visit our website.

**What we do with Your information**

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes.

Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that any one to whom we pass Your information agrees to treat Your information with the same level of protection as if we were dealing with it. If You give us information about another person, in doing so You confirm that they have given You permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that You have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.



## Your Minifleet Policy Statement of Fact

### DATA PROTECTION ACT - INFORMATION USES

#### 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.

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 furnish us with other satisfactory proof of identity.

#### 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.

#### Motor Insurance Database

Information relating to Your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for the purpose not limited to but including:

- i. Electronic Licensing
- ii Continuous Insurance Enforcement
- iii Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

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If You are involved in an accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID hold Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your vehicle seized by the Police. You can check that Your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

You can find out more about this at [www.mib.org.uk](http://www.mib.org.uk).

You should show these notices to anyone insured to drive the vehicle(s) covered under the policy.

### **Credit Searches and Accounting- Not applicable to Mid term Adjustments**

In assessing Your application/renewal to prevent fraud, check Your identity and to maintain its policy records, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about You and Your payment record. The information will be used by other credit lenders for making credit decisions about You and the people with whom You are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

### **Continuous Renewal Payment Authority e.g. Credit or Debit Cards**

Where You select or have selected a continuous premium payment method, You will be notified in writing prior to renewal and, unless we hear otherwise, the policy will automatically be renewed. Unless You have advised otherwise, the renewal premiums will again be collected from Your specified bank account, or credit/debit card to ensure You are always covered.

### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal You will signify Your consent to such information being processed by the insurer or its agents.

### **Marketing**

Aviva group and its agents may use Your information to keep You informed by post, telephone, e-mail, 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. At that time, we will provide You with a means of opting-out and in addition, You can contact us at any time to have Your details removed from lists used by us for directing marketing purposes.

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### Your rights

You can ask us to update or remove Your personal information by e-mail or by writing to the Customer Services contact that is listed in the Aviva website where You negotiated or concluded the sale of Your particular insurance or financial product or service.

You also have the right to request a copy of all the personal information we hold about You. To do this, simply write to us at the following address enclosing a cheque for £10.00 payable to Aviva to cover our administrative costs in dealing with Your request:

The Data Protection Team  
Aviva  
Pitheavlis  
Perth  
PH2 0NH

We will take all reasonable steps to confirm Your identity before providing You with details of any personal information we may hold about You.

### Other websites and information security

This Privacy Policy covers all websites operated by Aviva. Any other websites that may be linked to or by our website(s) will be subject to their own policies which may differ from ours. You should carefully read the privacy policies of these websites before submitting any personal information.

You should also be aware that communications over the internet, such as e-mails, are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered – this is the nature of the internet. Aviva cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

### Choice of Law

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

### Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored

### How to Claim

To make a claim phone the Fleetline Claims Helpline (24 hours a day on 0800 246 876. Please have Your policy number to hand when calling.



## **Your Minifleet Policy Statement of Fact**

### **If You Have a Complaint**

We hope that You will be very happy with the service that we provide. However, if for any reason You are unhappy with it, we would like to hear from You. In the first instance, please write to Your insurance adviser.

Aviva Insurance and Your insurance adviser are covered by the Financial Ombudsman Service. If You have complained to us and we have been unable to resolve Your complaint, You may be entitled to refer it to this independent body. Full details of the complaint procedure are in Your policy booklet. Following the complaints procedure does not affect Your right to take legal action.