



Liability Policy Statement of Fact

This Statement of Fact forms part of your insurance contract with the Company as defined in your Policy and Schedule.

All the information recorded in this document and the accompanying Schedule is material. Any supplementary information requested from you, including but not limited to that asked by telephone or in any other form, or supplementary questionnaires or set out in your insurance intermediary's risk presentation, or exchanged between your insurance intermediary and ourselves may have also been material. Material information is all information that we consider essential for the assessment of:

- 1) your eligibility for this insurance Policy
- 2) the terms and Conditions applying to your Policy
- 3) your insurance premium

This document also includes some assumptions we have made about you and your business.

It is very important that you check this document and the accompanying Schedule carefully. If any information is incorrect please contact us immediately. Please also consider whether there is any other material information known to you which could influence our assessment and acceptance of the risk.

Failure to inform us of any inaccuracies in this document, or in the Schedule, or to disclose all material facts whether or not the subject of a specific question by us, may invalidate your contract of insurance or result in a claim being rejected.

If you become aware that the information contained in the Statement of Fact, or the Schedule is incorrect, or incomplete you must notify us within 30 days of the date of the documents in the case of quotations or in the case of new business, renewal, or mid-term policy alteration 14 days.

We recommend you keep a record of all information supplied to us, including copies of letters and this Statement of Fact, for the purpose of entering into this contract of insurance.

Policy Number: RSAP4035726200

Your Details:

Policyholder: Bike Week Limited

Business Description: Cycle event co-ordinators for events as project managed and/or activities as organised and or arranged for Bike Week as logged and approved by Bike Week project managers.

Period of Insurance: 06 March 2014 To: 05 March 2015

Renewal Date: 06 March 2015

General Assumptions

If any of the following assumptions are inaccurate or incomplete, please notify us immediately.

1. Neither you or your directors or your partners have ever:

- a) Been declared bankrupt or insolvent either as private individuals or in connection with any business.
 - b) Been the subject of a county court judgement in respect of debt either as private individuals or in connection with any business.
 - c) Been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 or any subsequent legislation.
 - d) Been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation.
 - e) Been convicted of or charged with but not yet tried for a criminal offence other than a motoring offence.
 - f) Had an insurance contract cancelled or declared void or a claim repudiated or renewal refused due to breach of a policy condition or due to non-disclosure or misdescription or misrepresentation of a material fact.
 - g) Had insurance cover restricted or cancelled or renewal refused due to non-compliance with risk improvement requirements.
- 2.** Where there have been accidents, losses or claims prior to the inception of this Policy relating to the insurance cover provided, these have been accurately and fully declared to The Company.
- 3.** The Premises will be maintained in a good state of repair.
- At such Premises the ways, works, machinery and plant will be properly fenced and guarded and otherwise maintained in good order and condition.
 - All inspections of lifting apparatus, boilers and steam pressure vessels will be carried out in compliance with statutory requirements.
- There are no other matters which would materially impact upon the covers for which insurance is required for the Premises insured or to be insured.
- 4.** You do not occupy premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.
- 5.** You comply with workplace, product safety and environmental legislation and have not been prosecuted under such legislation during the last five years.
- 6.** In respect of Asbestos or Asbestos Containing Materials
- a) you do not hold an asbestos removal licence;
 - b) if you or your employees come into contact with Asbestos or Asbestos Containing Materials, work will cease immediately and a licensed sub-contractor will be engaged to deal with such material.
- 7.** You do not work on ships or at oil or gas refineries, chemical works or the manoeuvring areas or aprons at airports.
- 8.** None of your products have to your knowledge been used in aircraft or on off-shore rigs or platforms and you do not anticipate any change to this position during the forthcoming year.
- 9.** If you sub-contract work to established firms operating under a contract for services, you ensure that
- a) they have in force and maintain their own liability insurance in respect of the work which they are undertaking for you with indemnity limits at least as high as those on your Policy;
 - b) their policy contains an indemnity to principal clause to protect your interests;
 - c) their policy does not contain any restrictions or exclusions in respect of Asbestos or the work they are undertaking for you.
- 10.** You do not provide or have responsibility for
- a) creche facilities
 - b) overnight accommodation

- c) care services
- d) education
- e) pre-school nurseries or playgroups
- f) sporting group facilities for children and/or vulnerable adults (a vulnerable adult is defined as any person aged 18 or over who is in need of assistance by reason of mental physical or learning disability age or illness and who is unable to take care of themselves or unable to protect themselves against significant harm or serious exploitation due to the acts or omissions of other people)

General Statements

- 11.** You agree to accept The Company's usual form of policy wording for this class of insurance, which is available on request.
- 12.** You agree that if any information has been provided by your insurance intermediary, such person shall for that purpose be regarded as your agent and acting on your behalf and not the agent of The Company.
- 13.** The parties to this Policy have the right to choose the law applicable to the Policy. Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Statement of Fact or the Policy shall be governed and construed in accordance with English law and shall be resolved with the non-exclusive jurisdiction of the courts of England and Wales.
- 14.** You declare to the best of your knowledge and belief that
 - all the information provided is true and complete
 - this Statement of Fact is true and complete
 - all material information has been disclosed and will form part of the contract between you and The Company.

Assumed Information

In order to calculate your premium we have had to make some assumptions. If any of these assumptions are incorrect, please let us know and we will be happy to make any changes you require:

- 17.** You have not accepted additional liabilities by agreement or contract with any third parties, suppliers or sellers.
- 18.** You do not have any overseas representation.
- 19.** None of your products have to your knowledge been directly or indirectly exported to the United States of America or Canada during the last five years and you do not anticipate any change to this position during the forthcoming year.
- 20.** You do not undertake any work Offshore.
- 21.** The organisation has not been subject to any prohibition or enforcement action by any regulatory bodies in the past 5 years.