

SIMI - MOTOR TRADER COMBINED POLICY - QUOTATION STATEMENT OF FACT

This quotation Statement of Fact is a record of the information provided by you (in answer to the questions outlined within this document) to obtain this Motor Trade insurance quotation from Aviva (Us). The answers given are used (with any other information provided by you to Us which may be contained within any supplementary questionnaires, documents, submissions, claims experience letters or other letters you have supplied to Us as part of your new business application), to determine acceptance of your application for Motor Trade insurance, calculate the premium we are quoting you and to determine the exceptions, terms and conditions, on which any future policy you may wish to take out with Aviva Insurance Ireland DAC, (who is the underwriter of this motor trade insurance product), will be based. Aviva Insurance Ireland DAC registered address is Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland D18 W2P5.

PLEASE READ THIS QUOTATION STATEMENT OF FACT CAREFULLY - Please remember that you are under a duty to answer all questions, which we ask, honestly and with reasonable care. Please ensure all answers and information given in this Statement of Fact and any other document(s) previously provided by you or your broker to Us are complete and accurate. You must check that all the information contained in this Statement of Fact is correct and if any information shown on this Statement of Fact is incorrect or incomplete, please contact your intermediary or broker immediately. This is for your own protection because if the information you provide is not accurate;

- your policy may not provide you with the cover you need,
- a claim may not be paid,
- the policy could be declared invalid and void or may be cancelled,
- you may encounter difficulties trying to purchase insurance elsewhere, and
- you may breach the terms and conditions attaching to any loan.

Should you proceed with cover, the new policy Statement of Fact and any documents provided by you, together with the policy booklet, schedule, and certificate of insurance (if applicable), form the contract between you and Aviva Insurance Ireland DAC.

We recommend that you obtain a copy of the relevant Policy Booklet and the Insurance Product Information Document (IPID) from your broker. The Policy Booklet shows the events we will insure, general exceptions, general conditions, and exclusions to cover.

PLEASE NOTE:

You should keep copies of any supplementary questionnaires, documents, submissions, claims experience letters or other letters you have supplied to Us as part of your submission for this quote, as they will form part of the contract of insurance. Examples of such documents, where requested by Us, may include, medical report forms, engineer report forms, policy-questionnaire, Fact finds, driver declaration form, claims experience from previous Insurer(s), solicitors' letter(s) or vehicle declarations (advising Us of the vehicles to be insured under this policy for the coming year). If you require a copy of these documents, please contact your insurance broker.

PLEASE NOTE - any subsequent alterations to this Statement of Fact take precedence over the information contained within this version.

This product can be sold with or without advice in line with Central Bank of Ireland regulations. Aviva Insurance Ireland DAC (the underwriter of this insurance product), does not provide advice on the sale of this product.

Additional Duty of Disclosure for Non-Consumer Customers

PLEASE NOTE - IF YOU ARE NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

In addition to the above, you must also tell Us about any other facts, which are likely to affect whether we agree to provide cover, or how we assess the risks proposed for insurance.

If you are not sure whether you should tell Us about something, please tell Us anyway. This is for your own protection because, if you do not give Us all the information we need, the policy may not provide you with the cover you need, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and you may encounter difficulty trying to purchase insurance elsewhere. Where applicable, you should also be aware that failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017.

For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business,
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
 - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

Willis Towers Watson Insurances (Ireland) Limited, trading as Willis Towers Watson is regulated by the Central Bank of Ireland.

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769. Registered Office: Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland D18 W2P5

FULL POLICY DETAILS	
Proposers Details:	to be agreed
Business / Occupation:	to be agreed
Quote No:	
From what date do you wish this insurance to start?	to be agreed
The name of the proposer recorded on the Policy Schedule is correct	Quote Only
The proposer's address recorded on the Policy Schedule is correct	Quote Only
Is your business established or have operations located outside the Republic of Ireland that you have not already advised Us about	As per submission
The Business Description of the proposer recorded on the Policy Schedule is correct	Quote Only
The Sections of Cover recorded on the Policy Schedule are correct	Quote Only
SECURITY	
Is the premises alarmed?	As per submission
The burglar alarm is	As per submission
Is the premises fitted with CCTV cameras?	As per submission
Where there is a security alarm system, is the intruder alarm installed by and being maintained under contract by a PSA licensed maintenance company ?	Yes
Are car keys kept in a locked cabinet at all times?	Yes
FIRE	
Has the premises an automatic Fire /Smoke alarm?	As per submission
Is the fire /smoke alarm connected to remote monitoring centre?	As per submission
Where there is a fire alarm system, is it serviced annually under contract?	Yes
Are there Fire Extinguishing Appliances installed in the premises?	Yes
Where present, are the Fire Extinguishers serviced annually?	Yes
Has the electrical installation been tested/certified by a RECI/ECSSA approved contractor in the past 5 years?	Yes
EMPLOYEES & PERSONAL PROTECTIVE EQUIPMENT	
Are all Technicians/ Mechanics fully qualified or undergoing formal apprenticeship?	Yes
Do you provide necessary Personal Protective Equipment to all Employees?	Yes
Is statutory insurance in place in respect of all equipment where required by statute?	Yes
WORKSHOP	
If you have an inspection pit, is it planked over when not in use?	Yes
Do you provide your employees with all of their tools and equipment?	Yes
Does your spray / body shop/workshop have a purpose built extraction system?	Yes
Are all your Electric Vehicle Charging points located externally?	Yes
Have your Electric Vehicle Charging Points been installed by an Approved electrical contractor?	Yes
Are there any Electric Charging points in your basement?	No
Where you have CCTV does it cover the Electric Vehicle Charging Points (if you have such charging points in place)?	Yes
Is the Surface material of Electric Vehicle charging area gravel / concrete?	Yes
Do you charge Electric Vehicles when the premises are closed for business with a charger fitted with a 3 pin domestic plug?	No
WASTE / BATTERY CHARGING	
Is waste oil removed by a certified Hazardous Waste Disposal Contractor?	Yes
Do you provide separate waste bins for all flammable materials including car batteries?	Yes
Do you burn rubbish on site?	No
Is all battery charging for cars, power tools or forklifts done during business hours only in a designated area away from combustibles?	Yes
GENERAL	
Are all of your tyres stored on racking?	Yes
If you use welding equipment, are all cutting gas bottles stored externally in cages?	Yes
Do you provide staff canteen & washing facilities?	Yes
Does the business involve the use of radioactive substances or other sources of ionising radiation?	No
Is there any work carried out away from your premises apart from the collection & delivery of Cars, LCV, HGV or buses that has been advised to and agreed by Us?	No
Do you undertake any vehicle breaking or salvage activity, or store dismantled vehicles at the premises?	No
Do you undertake any activities involving the manufacture or re-manufacture of vehicle parts or accessories?	No
Do you undertake any activities involving vehicle body building or vehicle modifications which are significant in nature (modifications which are considered more than just cosmetic to the vehicle)?	No
Do you operate any other activity at or from the premises (other than that of the occupation shown in this Statement of Fact/Motor Trade Policy Schedule)?	No
Will the vehicle(s) access or visit any hazardous sites or locations such as: quarries, mines, power station, nuclear installations, refineries or bulk storage, or any part of an Airport to which aircraft have access?	No
MANAGEMENT	
Are all licences of those permitted to drive examined annually?	Yes
Have you a Health & Safety Statement in place as required by current legislation and which is reviewed annually?	Yes
Do all staff have access to, read and sign the Safety Statement annually?	Yes
Have you completed all Written Risk Assessments in tandem with your Health & Safety Statement?	Yes
Is there a written Accident and Incident recording procedure in place?	Yes
Do you keep a staff file?	Yes
Are apprentices on restricted duties within the workshop , and are these duties documented and signed off?	Yes
Have you a designated person responsible for Health & Safety and does this person meet the required competency standard per current legislation?	Yes
Is all staff training reviewed and refreshed as per existing legislation?	Yes

Are there Standard Operating Procedures (SOP's) in place for specific machine tasks?	Yes
Are the above mentioned Standard Operating Procedures (SOP's) signed off as received and understood by staff?	Yes
Is the property to be insured in a good state of repair and will it be maintained accordingly?	Yes
MOTOR TRADE ROAD RISK	
Do you complete driver vetting of all your drivers?	Yes
Do you carry out daily vehicle inspections and are records kept of such inspections?	Yes
Do you provide all drivers with a driver handbook?	Yes
Do you provide training in respect of load security and loads?	Yes
Do you have winch certification for all recovery trucks?	Yes
In the event of an accident, are employees provided with an Accident Report Form to complete and asked to accompany same with photographs?	Yes
Will vehicles covered under this policy only be used for Motor Trade and Social Domestic & Pleasure purposes?	Yes
Have details of all personally owned vehicles been notified to Us (including details of the make, model, registration or serial number and value of such vehicles)? [Please Note: A personally owned vehicle may include any Private car, Motor Cycles, Classic/Vintage Car, Camper Van, Horse Transporter etc., which you may request cover for under this policy and which cover must be agreed by Us in advance.]	Yes
Have you provided Us with the details of all vehicle recovery trucks owned by you and for which cover is required under this policy?	Yes
Are vehicle recovery trucks used solely for the collection and delivery of vehicles owned by you or your customers vehicles?	Yes
If your vehicle recovery trucks are not used solely for the collection and delivery of vehicles owned by you or your customers vehicles, do the responses to the Vehicle Recovery questionnaire completed by you at the time of the submission remain unchanged?	Yes
Are there any vehicles owned by or registered to the proposer older than twenty (20) years?	No
Have you provided Us with the details of all Forklifts owned by you for which cover is required under this policy?	Yes
Where you provide courtesy vehicles to customers - do you, prior to same, obtain cover confirmation from your customers' Insurer (including a policy number) that a temporary substitution providing cover for the courtesy vehicle has been arranged on the customers' own insurance?	Yes
Do you have any vehicle recovery trucks or vehicle transporter which are capable of transporting more than two vehicles at any one time?	No
In the past 10 years has any driver ever been convicted* of a motoring offence or has any prosecution pending against them?	No
In the past 10 years has any driver been disqualified from holding a driving licence?	No
In the past 10 years has any driver been refused motor insurance or continuation of motor insurance?	No
In the past 10 years has any driver had any special terms or conditions imposed by an insurer upon them?	No
Has any person who will drive the vehicle any medical condition that impairs their ability to drive, (as outlined by the Road Safety Authority/NDLS in their 'Medical Fitness to Drive Guidelines'), that has not been advised to the National Driving Licence Service (NDLS)?	No
Do you confirm that all drivers hold and will hold at all times appropriate and current licences to drive and that such licence is free of endorsements?	Yes
Have any and all persons who will drive as a Brand Ambassador or an Influencer for your business been declared to Us?	Yes
Where the number of employees exceed the number of drivers declared to Us have you advised Us of the individual Employees that do not require cover to drive a vehicle under the Motor section?	Yes
Will any vehicle(s) be used or kept outside of the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands for more than 90 consecutive days in any one Period of Insurance?	No
Other than the vehicles already advised to Aviva (and for which Aviva have agreed to provide cover under this policy), are all vehicles owned or registered to the proposer; Private Cars, Light Commercial Vehicles or Heavy Goods Vehicles? [Please Note: any vehicles that are Motor Cycles, Classic/Vintage Cars, Camper Vans, Horse Transporter etc., for which you may require cover for under this policy must be advised to Us and cover must be agreed by Us in advance]	Yes
PROFESSIONAL INDEMNITY	
If Professional Indemnity cover is included the following questions apply:	
Are you registered with the Central Bank of Ireland?	Yes
Is the professional indemnity cover required solely for the provision of advice or services by the proposer in connection with any insurance product relating to a motor vehicle (per the Insurance Distribution Directive)?	Yes
Is the proposer's retained income relating to insurance activities received in their last completed financial year below €100,000?	Yes
Do you operate a Client Premium Account?	Yes
Have all staff who deal with Insurance related matters received training and are competent to do so?	Yes
Do all staff who deal with insurance related matters meet the Central Bank of Ireland's Training and Competence requirements?	Yes
Are any of the principals, partners or directors aware of any circumstances, allegations or incidents which may give rise to a Professional Indemnity claim against their firm or its predecessors in business or any of its present or former principals, partners, directors or employees?	No
Are there any complaints, circumstances or claims arisen as a result of any fraud or dishonesty of any principals, business partner, director or employee of the proposer's firm/company or if the proposer is a natural person any such complaints, circumstances or claims that have arisen is related to him/her or their business partners?	No
Have you advised Us of any claims, during the last 5 years (of the type that would be covered under this insurance) made against the proposer's firm or their predecessors in business or any of their present or former principals, partners, directors or employees?	Yes
Has the proposer's insurance income activities changed from those advised to Us?	As per submission
LEASE HIRE	
Will any of the vehicle(s) (that are covered under this policy) be used for hiring out for (i) the purpose of Self Drive Hire or (ii) the purpose of a loan vehicle to a person whose driving is not covered under this policy? If yes, note following 3 questions within Lease Hire Section below	No
Do you hold a self drive hire policy to cover such vehicles hired or leased or confirm that separate Road Traffic Act cover has been arranged on all vehicles on hire or lease ?	Yes
The proposer's lease hire gross turnover and vehicle numbers have not changed from those advised to Us	As per submission
Do you acknowledge that this motor trade policy will not provide any cover in relation to the Hirers or Lessee's Road Traffic Act liability?	Yes

CLAIMS	
Are there any outstanding, pending or unreported claims or potential claims that have not been advised to Us?	No
Has the proposer or any partner of the proposer, director or principal of the Company ever been convicted* of any offence of any nature or have any prosecutions due other than for a motoring offence?	No
GENERAL QUESTIONS	
To the best of your knowledge and belief have you or any other person(s) material to this risk ever been refused any insurance or had a proposal declined, renewal refused, insurance cancelled, or special terms or conditions imposed by any insurer?	No
To the best of your knowledge and belief have you or any other person(s) material to this risk ever been convicted* of any offence of any nature (criminal or otherwise) or is any prosecution pending?	No
* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine whether or not a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit www.irishstatutebook.ie	
Have you or any principal in the business or any company in which you have had an interest been declared bankrupt, the subject of a Court Judgement (including court enforcement order enforced by a sheriff, bailiff, or other similar person or body), receivership, examinership, bankruptcy or liquidation proceedings or made any arrangement with creditors?	No
Have you or any principal in the business, or any business in which you have had an interest, ever been disqualified from being a company director?	No

Declaration

I declare that:

- (1) the statements and information recorded in this Statement of Fact document are true, complete, and accurate, and
- (2) I have not misrepresented, or misstated any information.

I acknowledge that the information I have provided in this Statement of Fact document was used by Aviva to:

- (a) agree to provide me with a quotation for Motor Trade insurance,
- (b) calculate my premium, and
- (c) set the exceptions, terms, and conditions on which a future policy may be issued.

I understand that my information will be used for the purposes set out in the Data Protection – Privacy Notice section overleaf.

Cooling Off Period

If you proceed with this quote, the policyholder named in the schedule has the right to cancel the policy within 14 working days of:

- (1) the start date of the policy, or
- (2) the day on which the policy documents are received by the policyholder

whichever is later.

The law that applies to the contract - Under the relevant European and Irish laws, we Aviva Insurance Ireland DAC and you, the proposer, are free to choose the law that will apply to the contract. We propose that Irish law will apply to the contract. We, Aviva Insurance Ireland DAC, will provide the insurance under this policy.

What to do if you have a complaint: We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an agent or adviser, please send your complaint to them. Alternatively, please contact Aviva Insurance Ireland DAC on 1800 666 555 or write to us at: Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland D18 W2P5. If you are not satisfied with how we have dealt with your complaint, you can contact the following:

- Insurance Ireland's Insurance Information Service, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8
 Phone: 01 676 1820
 Fax: 01 676 1943
 E-mail: iis@insuranceireland.eu
 Website: www.insuranceireland.eu
- The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, DO1 VH29
 Phone: 01 567 7000
 E-mail: info@fspo.ie
 Website: www.fspo.ie

Taking any of these actions will not prejudice your right to take legal action.