

Policy Number: 006396977 Date of Issue: 3<sup>rd</sup> January 2023 Renewal Date: 7<sup>th</sup> February 2023

Insured Name: Atlas Air Conditioning Ltd SSAS trading as Atlas Air Conditioning Ltd SSAS

### STATEMENT OF FACT

#### **Important Note**

You, the Insured, have a duty to make to us a fair presentation of the risk.

This Statement of Fact is a record of information provided by you or your broker, intermediary or agent acting on your behalf and any assumptions made about you and/or your business (see overleaf for details).

We assume that you have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided for by this insurance).

Information regarding the cover and sums insured that you have requested are included in the Renewal Schedule and this Statement of Fact.

NIG has relied upon the information provided to calculate a premium and apply terms and conditions upon which insurance cover is offered.

WARNING – YOU MUST CHECK ALL THE INFORMATION IN THE RENEWAL SCHEDULE AND THIS STATEMENT OF FACT AND TELL YOUR BROKER, INTERMEDIARY OR AGENT ACTING ON YOUR BEHALF IMMEDIATELY IF ANY DETAILS ARE INCORRECT, INCOMPLETE OR HAVE BEEN OMITTED. FAILURE TO DO SO MAY MEAN THAT YOUR INSURANCE POLICY IS NOT VALID OR THAT WE MAY NOT PAY ALL OR PART OF YOUR CLAIM(S).

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

If you require a further copy of this Statement of Fact or the Renewal Schedule, please contact your broker, intermediary or agent.



### **Assumptions**

If you need any help, clarification or you cannot agree with the important statements, please contact your insurance intermediary.

#### Important statements:

#### Your Trade or Business or its Subsidiary Companies:

owns, leases or are purchasing the property(ies) to be insured; does not have agreed tenancy periods of less than 6 months; comply with all of your legal obligations as a landlord.

#### Your Property(ies):

does not require any repair or refurbishment to make them secure or water tight and will be so maintained; are not Grade 1 Listed in England and Wales (or the equivalent within Scotland, the Channel Islands or Isle of Man);

are not and will not be sub-let;

are not and will not be occupied as or let to half way houses;

are not and will not be let to housing associations;

are not and will not be let to Local Authorities;

are not located:

in or on airports or aerodromes runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access,

solely below ground level,

within a greenfield site, nuclear installation, market or market hall.



Your Tenants residing in houses, flats or bungalows:

a) ever been charged with (but not yet tried) or convicted of

Only those tenants who have signed the tenancy agreement with you shall permanently reside at the property unless they are:

- (i) members of the same family; or
- (ii) the partner of the tenant; or
- (iii) individuals under the age of 18 for whom the tenant is the legal guardian.

At least one of the individuals who have signed the tenancy agreement must be employed (or have been in the last 6 months), in full time education (or have been in the last 6 months), retired, in receipt of carers allowance or disability benefit at the point of signing the tenancy agreement.

#### **Declaration**

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity:

any criminal offences excluding motoring offences and offences that are spent under the Rehabilitation of Offenders Act 1974 and subsequent amendments to that Act?	No
b) in the last 5 years been declared bankrupt or been the subject of bankruptcy proceedings, an Administrative Receivership, a Company or Partnership or Individual Voluntary Arrangement, a Debt Relief Order, an Administration Order, a Compulsory Liquidation, a Creditors' Voluntary Liquidation, a Winding Up Order or any equivalents	
in Scotland or Northern Ireland?	No
c) in the last 5 years had a policy voided?	No
d) in the last 5 years had an insurance cancelled where a cancellation clause has been invoked?	No
e) in the last 5 years had a renewal declined?	No
f) in the last 5 years had special terms imposed by an insurer?	No
g) in the last 5 years had a county court judgment or Scottish equivalent awarded against them?	No



The business does comply (where applicable) with the requirements of the Regulatory Reform (Fire Safety) Order 2005 or the equivalent legislation in Scotland and Northern Ireland

Yes



### **General Questions**

Legal Trading Status? Private Limited Company

Business Description? Property Owner

Correspondence Address? 3 Dava Street

Glasgow

United Kingdom

G51 2JA

Are there any additional interests to be noted No

Do you require cover for Malicious Damage by Tenants?

Do you require cover for Theft by Tenants?

No

### **Claims**

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, has any proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity in the last 5 years sustained any loss or had any claims made against them, whether insured or not, or are they aware of incidents that might result in a loss or claim, that are relevant to any cover available with this class of business?

No



Risk Address

Address: 3 Dava Street

Glasgow

United Kingdom

Postcode: G51 2JA

Occupancy Type? Commercial only

Do you have a Managing Agent for the properties to be

insured? No

Commercial Occupants?

Main Trade? **Building Contracting** 

Second Trade? None Third Trade? None

Property purchased? 2005

Is any part of the property unoccupied? No

When was the property built? 1990 onwards

Are the walls built only of brick, stone or concrete and roofed only with slates, tiles, asphalt, concrete, metal or

other incombustible materials other than flat roofs?

Has the property external cladding/wall insulation? No

Floor Construction? **Both Timber and Concrete** 

Is the property heated only by gas or oil central heating, electric storage heaters, or fixed gas or electrical appliances

or other forms of fixed heating? Yes

Is Accidental Damage required? Yes

Is Subsidence, Ground Heave and Landslip required? Has the property or adjacent property suffered from, or do they show any visible signs of damage from subsidence,

landslip or ground heave?

No

Yes

Yes



Is the property within 10 metres of any river bank, railway cutting or embankment, cliff, quarry, mine or other underground working or on made up ground?

No

Is Day One basis of cover required on the buildings (non-adjustable basis with 50% inflation provision)

Yes

Would you like Legal Expenses Cover?

No



### Important Information for you to know once the contract is in place

#### **Choice of Law**

You and We may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply. We've supplied this policy and other information to You in English and We'll continue to communicate with You in English.