

IMPORTANT MESSAGE

All questions must be answered in full where appropriate. If insufficient space is available to provide the information requested, please use the supplementary proposal form. It is essential that you provide us with all material facts. A material fact is information that is likely to influence our decision and/or assessment of your proposal. If you are in any doubt as to whether a particular piece of information is material, you should disclose. Failure to disclose all material facts may invalidate your Certificate or result in your Certificate not operating fully.

General Information

Name of Proposer:
 Address of Proposer:
 Risk Address if different:
 Contact Telephone Number
 Email Address:

Are you registered for VAT?
 VAT Number

Please give a full description of the work carried out?

If a Limited Company, please show the full names of all Principals, Directors, and/or Partners:

Please indicate, in percentage terms, the extent of your involvement in the following activities:

Activity	%	Activity	%
Car Sales – New Cars		Commercial Vehicles (Over 3.5 Ton) Repair & Service	
Car Sales – Used Cars		Commercial Vehicle Body Builders	
Motor Cycle Sales –New		Agri Vehicle Service & Repair	
Motor Cycle Sales – Used		Construction Plant Service & Repair	
Commercial Vehicle Sales – New		Motor Cycle Service & Repair	
Commercial Vehicle Sales - Used		Tyre Fitters (Cars, LCV's, HGV's, Agri)	
Agricultural Vehicle Sales		Valet	
Construction Vehicle (& equipment) Sales		Accessory Fitter	
Cars & LCV's Repairs & Service			

Please answer the following questions	Yes	No
Is this your first venture into the Motor Trade? If NO, please confirm how many years you have been in the Motor Trade: _____ Years		
Have you or any of your partners/directors ever had an Insurer decline a proposal refuse a renewal, terminate an insurance contract or impose special terms?		
Have you or any of your partners/directors ever been convicted of or charged with any criminal offence?		
Have you prepared a written safety statement in accordance with the Safety, Health and Welfare Act 2005 and Safety, Health and Welfare at Work General Application Regulations 2007?		

Section 1 Property Damage

COMPULSORY

Basic of Cover:

	Yes	No
Fire Only		
Fire & Special Perils		
Fire/Special Perils & Stealing		
Commercial All Risks incl. Stealing		

	Sum Insured
Buildings, Fixtures & Fittings	€
Contents/Machinery	€
Computer Hardware (no ROD or ICOW)	€
Stock of Vehicles in Compound	€
Stock of Vehicles in Building	€
Stock of Tyres	€
Other Stock – specify	€
Own Vehicles	€
Fire Brigade Charges	€
Glass	€
Money (safe must suffice for this limit)	€
Other: Portable tools? Limit per item?	

Property Details:

Construction

Walls	
Roof	
Floors	
Age of Premises	
No of Storeys	

Please indicate whether the following statements are True/False:	True	False
The premises are in a good state of repairs and are well maintained		
The premises is fitted with an Intruder Alarm		
The alarm was fitted by an NSAI registered alarm company		
There is a central station monitoring contract in force		
The premises is fitted with a Fire Alarm		
The fire alarm was fitted by an NSAI registered alarm company		
Electrical Installations are in good condition throughout the premises		
The premises is not heated by portable heaters		
All spray painting is completed in a FOC approved booth		
The premises are not susceptible to vandalism		
The premises has never flooded nor is not located in an area susceptible to flooding		
The premises is not occupied by any other tenants/There is a clear divide between the area you are responsible for and the neighbouring unit		

If you answered False to any of the above statements, please give full details below:

Section 2 Business Interruption

Yes	No
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Is this section required?

This Section covers loss of profit through interruption of the business following a loss due to an insured peril under the Material Damage Section 1A

Gross Profit	€
ICOW	€
Loss of Rent	€
Rent Payable	€

Indemnity Period:	12 Months	24 Months	36 Months

Section 3 Employers Liability

Yes	No

Is this section required?

Limit of Indemnity - €13,000,000 any one occurrence.

Category	Number of Staff	Estimated Wages/Salaries*
Clerical/Sales		
Manual		
Manual Work Away (if selected, please provide details of work undertaken away from the premises)		
Directors – Clerical		
Directors - Manual		
Other		
Total Sum Insured		

- *The term "wages, salaries and other earnings" means the employees total remuneration including overtime, value of board and lodging, housing accommodation, bonuses and any other prerequisites in kind or money received by the employee in connection with their employment. Employee includes labour masters and persons supplied by them, labour only sub-contractors and persons employed by them, self employed persons, persons hired to or borrowed by you and persons undertaking study or work experience.*

Please describe precisely:

Work undertaken at your premises _____

Work undertaken away from your premises _____

Please indicate whether the following statements are True/False:

	True	False
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You have prepared a compliant safety statement and issued a copy to all employees		
You comply with all legislation pertaining to health and safety, lifting apparatus, boilers and steam pressure vessels (including statutory requirements therein)?		
All ways, works, machinery and plant are properly guarded and in good working condition		
You do not use, store, manufacture or handle any substance which is; Toxic, poisonous, an irritant or harmful Corrosive, flammable or oxidizing Infectious or biologically harmful		
All employees over 16 years of age and under 65 years of age		
Your activities do not involve exposure to noise levels exceeding 85-dB?		

If you answered False to any of the above statements, please give full details below:

Section 4 Public/Products Liability & Service Indemnity

Is this section required?

Yes	No

Select Limit of Indemnity:

€1,300,000	€2,600,000	€6,500,000
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Do you require Service Indemnity?

YES	No

Select Limit of Indemnity

€635,000	€1,300,000
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Sums Insured inclusive of VAT	€
Estimated Turnover	
%age of Turnover relating to recovery	
%age of Turnover relating to Work Away	
%age of Turnover relating to Tyre Fitting	

Claims Experience

In respect of any of the risks to which this proposal relates (or with regard to any other business(es) previously or currently owned/managed by the Proposer, its principals, partners or directors) – have any accidents claims or losses (whether insured or not) occurred within the last 5 years?

Yes	No

Type of Claim (PD/BI, EL, PL)	Date of Loss	Date Notified	Details	Closed/Open	Reserve/Settlement

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Any other facts known to you, which are likely to affect acceptance or assessment of the risks proposed for

insurance, must be disclosed. Should you have any doubt about what you should disclose, do not hesitate to tell us, or your insurance broker. This is for your own protection, as failure to disclose may mean that your certificate will not provide you with the cover you require, or may invalidate the certificate altogether.

GOVERNING LAW

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, SureStone Insurance dac and you, the Proposer, are free to choose the law applicable to the contract. It is proposed that the laws of the Republic of Ireland will apply to the contract unless it is agreed otherwise with you in writing before issuing the Policy and any dispute arising under this Policy shall be subject to the exclusive jurisdiction of the Republic of Ireland Courts. The Insurers which your contract will be concluded are SureStone Insurance dac.

DATA PROTECTION CLAUSE

The defined terms used in this section shall have the meaning given to those terms in the UK Data Protection Act 1998 and the Irish Data Protection Acts 1988 and 2003 where appropriate (as may be amended from time to time).

In the course of providing insurance services to the **Insured**, the **Insurers** may have access to Personal Data. In providing those services, the **Insurers** will comply with its obligations under the Irish Data Protection Acts 1988 and 2003 (as amended). The **Insured** warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the **Insurers** (whether such disclosure is made directly by the **Insured** to the **Insurers** or indirectly by the **Insured** to any agent acting on behalf of the **Insured** or the **Insurers**). The **Insurers** shall be the Data Controller of any Personal Data provided to it.

The **Insurers** undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the **Insured**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The **Insurers** will hold all Personal Data provided to it securely and shall limit access to such Personal Data to authorised personnel. The **Insured** hereby consents to the **Insurers** sharing any Personal Data provided to it with its group companies, intermediaries and agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the **Insurers** contracts in connection with the contract of insurance between the **Insured** and the **Insurers**, and the **Insured** confirms that it shall have obtained the necessary consent from the Data Subjects for the sharing of Personal Data by the **Insurers** with the parties listed above.

COMPLAINTS PROCEDURE

We wish to provide you with a high standard of service. However, there may be occasions when you feel that this objective has not been achieved. If you have any complaint about the insurance contract you should,

- 1) In the first instance please contact the insurance intermediary who arranged the policy for you.
- 2) Should you remain dissatisfied please write to the Complaints Manager, ARB Underwriting Ltd, ARB House, 9 Blackrock Business Park, Carysfort Avenue, Blackrock, Co Dublin.
- 3) If you are still unhappy with any issue connected with the handling of your insurance policy or claim then we will direct you to:
 - i. Compliance Officer, SureStone Insurance dac, Merrion Hall, Strand Road, Sandymount, Dublin 4 (Applicable to sections 1, 2, 3 & 7 of the Policy Policy).

They will handle your complaint as follows:

- i. They will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.
- ii. They will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate they will provide details with their response. If they feel your complaint is not justified full reasons for their decision will be provided to you.

- 4) If you remain dissatisfied you have the option of contacting: Financial Services Ombudsman's Bureau, 3rd Floor Lincoln House, Lincoln Place, Dublin 2. Telephone : (01) 644 1000. This option is open only for individuals or incorporated bodies with an annual turnover of €3,000,000 or less.

Taking any of these options will not prejudice your right of recourse to legal proceedings.

Declaration

Please read the declaration very carefully, especially if the Proposal has not been completed in your own hand. I/We declare that the statements and particulars given in this Proposal, are, to the best of my/our knowledge and belief, true and complete and that no material facts concerning the insurance have been withheld and that the Proposal will form the basis of my/our contract.

Signed: _____

Date: _____

Position held in company: _____