

# No Claims Declaration

## The Insureds duty of disclosure

Before you enter into any contract of insurance with the **Insurer**, each prospective **insured** has a duty to disclose to the **Insurer** information that is material to the **Insurer's** decision whether to accept the insurance and, if so, on what terms. This includes material information about the **insured**, any other people and all property and risks **insured** under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to the **Insurer** before renewal, extension, variation or **reinstatement** of a contract of insurance with the **Insurer**. The **insured** should also provide all material information when they make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective **insured** understands all information provided in support of the application for insurance and that it is correct, as each prospective **insured** will be bound by the answers and by the information it has provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

## Consequences of non-disclosure

If an **insured** fails to comply with its duty of disclosure, the **Insurer** may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. The **Insurer** may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

## Declaration

We declare that, after enquiry:

1. There have been no material changes to the information provided in the proposal form.
2. We are not aware of any claims or circumstances, which might give rise to any claims other than matters disclosed in the above mentioned proposal form.
3. In the event that this No Claim Declaration Form is completed prior to the inception of cover, we acknowledge that any claims, or circumstances that might give rise to a claim, which may arise between today and the inception of the Policy:-
  - I. are not covered under the proposed contract of insurance, and
  - II. must be immediately notified to the Insurer as a material fact.

Signed for and on behalf of each and every person and Company to be insured

Company:

Full name of Signatory or Individual:

Signature:

Date: