

A large, abstract geometric pattern composed of many overlapping triangles in various shades of blue, creating a complex, crystalline structure that serves as a background for the main text.

# **Motor Trade** Giving you the advantage

**Proposal form**

## Proposers details

Insured	xx				
Address	xx				
Policy number	xx	Broker	xx		
Full nature of business	xx				
Period of Insurance	12 months from:				
Number of years traded	xx	Have you ever traded in a different name	Yes/No	* if yes, give details in the additional information box at the end of the form	
Company registration number	xx				
Phone number	xx	Website address	xx		
Email address	xx				
Are you VAT registered	Yes/No	VAT number	xx	Percentage of VAT recoverable	XX%

## Important: please read

### Your duty to make a fair representation of the risk

This document sets out the important information that you, or your insurance broker on your behalf, have provided to us and we rely on it in assessing your insurance cover. Cover is not operative until this proposal has been accepted by us and the premium has been paid, or you have agreed to pay the premium and a cover note, or certificate of motor insurance has been issued.

In accordance with the Insurance Act 2015, you must make a fair presentation of the risk to us at inception, renewal, and any variation to your insurance. This means that you must disclose to us all material circumstances. Material circumstances are those which might influence our judgment in determining whether to take the risk and if so, on what terms. If you are in any doubt as to whether a circumstance is material, you should disclose it. Failure to do so may invalidate your insurance leaving you without cover. It is an offence under the Road Traffic Acts to withhold or suppress any material information, or to make a false statement to obtain motor insurance. Our remedies shall be as follows if you or anyone acting on your behalf breaches your duty of fair presentation:

#### 1. In proposing for this insurance:

- > if such breach is deliberate or reckless, we may treat this policy as having been terminated from inception and retain the premium; but
- > if such breach is not deliberate or reckless and we would not have entered into this policy, we may by notice to you treat this policy as having been terminated from inception in which case we shall return the premium; or
- > if such breach is not deliberate or reckless but we would have entered into this policy on different terms (other than terms relating to the premium), we may require that this policy is treated as if it had been entered into on those different terms from the outset; or
- > if such breach is not deliberate or reckless but we would have charged a higher premium, we may reduce the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) in the same proportion that the premium actually charged represents as a percentage of the premium we would have charged but for the breach.

#### 2. On variation of this insurance:

- > if such breach is deliberate or reckless, we may by notice to you treat this policy as having been terminated from when variation was concluded and retain the premium;
- > if such breach is not deliberate or reckless, and we would not have entered into the variation, we may treat this policy as if the variation was never made in which case we shall return any additional premium relating to the variation; or
- > if such breach is not deliberate or reckless but we would have entered into the variation on different terms (other than terms relating to the premium), we may require that the variation is treated as if it had been entered into on those different terms from the outset; or
- > if such breach is not deliberate or reckless but we would have increased the premium by more than we did or at all, we may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium, we would have charged but for the breach; or
- > if such breach is not deliberate or reckless but we would not have reduced the premium by as much as we did or at all, we may reduce the amount to be paid on a claim arising out of events after the variation in the same proportion that the premium actually charged represents as a percentage of the premium, we would have charged but for the breach.

## Declaration

I/we declare that I or any director or partner have never:

1. been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings.
2. been the owner or director of or partner in any business, company or partnership which has had a county court judgement awarded against them.
3. been convicted of a criminal offence which is not spent under the Rehabilitation of Offenders Act 1974 nor are there any prosecutions pending.
4. been disqualified from holding a company directorship.
5. been the subject of a recovery action by Customs and Excise or the Inland Revenue.
6. had a proposal for insurance refused or declined, or ever had an insurance cancelled, renewal refused or had special terms imposed.
7. been convicted of or charged with (but not yet tried) or officially cautioned for a breach of any Health and Safety or Welfare or Environmental Protection legislation or been served with a prohibition or improvement order under Health and Safety legislation.

I/we agree:

8. to check the driving licence of any person who will drive the vehicle(s) to be insured and will not allow anyone to drive who has any of the following:
  - > a conviction for any motor offence(s) coded AC, BA, CD40-99, DD, DG, DR, IN, LC30-59, MR, MS50-99, UT or equivalent in the past 5 years or has a prosecution pending in respect of any of the above offences.
  - > a conviction in the past 5 years for any offence or combination of offences which result in a disqualification from driving.
  - > suffers from any medical condition requiring notification to the DVLA and authorisation has not been granted unless such a person has been declared and has been given permission by QBE to drive.

NOTE: Convictions spent under the terms of the Rehabilitation of Offenders Act 1974 or any subsequent thereto, should not be disclosed.

9. that all vehicles declared to QBE UK Ltd will be owned by us or hired, leased or loaned by us will be and that we will tell QBE UK Ltd of any alterations or changes that occur.
10. that the vehicles to be insured are
  - > of standard manufactures specification and not modified in any way
  - > not visiting hazardous locations or industries
  - > not carrying goods of an explosive, inflammatory, corrosive, toxic or otherwise dangerous nature
  - > not travelling airside
11. that the vehicles to be insured will be kept in a roadworthy condition and will not be driven by any person who to my/our knowledge has been refused motor insurance or continuation thereof and will not be used for purposes other than those stated.
12. that if this proposal has been completed on my/our behalf, I/we agree that person is deemed to be my/our agent and not an agent for QBE UK Ltd and that I/we have read the information provided before signing the form.
13. to the processing and disclosure of my/our personal and sensitive information as outlined in the Important Notes to this Proposal Form and that this proposal is subject to the law of that part of the United Kingdom where our correspondence address is located on the date the period of insurance commences and is subject to the exclusive jurisdiction of that court and shall be the basis of the contract between me/us and QBE UK Ltd.

I/we declare that this Proposal Form contains every material circumstance of which I/we are aware following a reasonable search and that the information contained in this Proposal Form (including all attachments, if applicable) is substantially correct.

I/we undertake to inform QBE UK Ltd of any material alteration to the information contained in this Proposal as may be necessary to comply with my/our duty of fair presentation as set out in the Insurance Act 2015.

**Authorised  
Signature**

**Print name**      xx

**Date**              xx

**Position held**    xx

## Important notes

QBE UK Ltd reserves the right to decline any Proposal or impose special terms. A copy of this Proposal will be issued to QBE UK Limited or QBE European Operations reserves the right to decline any Proposal or impose special terms. A copy of this Proposal will be issued to you if requested within 3 months of completion. You should keep a complete record of all information supplied to QBE UK Limited, including copies of all letters. A specimen Insurance Policy is available on request.

### **Claims and Underwriting Exchange and Motor Insurance Anti-Fraud and Theft Database:**

Your details may be passed to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft.

### **Register (MIAFTR) run by the Association of British Insurers (ABI).**

We also exchange information with the Police and/or other insurers and/or other organisations through various other databases. The aim is to help us check information provided and also to prevent fraudulent claims. Under the conditions of your Insurance Policy with us, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. We will pass information relating to this incident to the registers.

### **Motor Insurance Database (MID)**

Your policy details will be added to the MID, run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and/or detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers' Bureau may search the MID to obtain relevant document information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from us or at [www.mib.org.uk](http://www.mib.org.uk)

### **Data Protection**

In addition to the above databases, your information, including any personal and sensitive information you have given, may be disclosed to agents and service providers appointed by us, such as claims handling agents, approved engineers and investigative agents. Your information may also be transferred to any country including countries outside the European Union, for the purpose of administration. Your information may be shared with other members of QBE Insurance Group. Information held about you may, with some exceptions, be obtained by application to the appointed Data Controller.

### **Credit Searches**

In assessing your application and/or renewal, we may search files made available to us by credit reference agencies, who may keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record with us. Credit reference agencies share information with other organisations for assessment of applications for financial products, fraud prevention, money laundering prevention and for tracing debtors. We may also ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

### **What you need to do next**

Once you have fully completed each question on the Proposal form and signed the declaration return this form to your broker. Please refer to the Policy or your broker if any terms used in this Proposal are unclear.

### **Additional information**



QBE European Operations  
30 Fenchurch Street  
London EC3M 3BD

+44 (0)20 7105 4000  
[QBEeurope.com](http://QBEeurope.com)

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