



## Material Facts Declaration

Proposer: \_\_\_\_\_

I agree that the Proposal Form dated .....and this Declaration, together with any other information supplied shall form the basis of any Contract of Insurance effected thereon. I undertake to inform Insurers of any material alteration to those facts occurring before inception of the Contract of Insurance.

After enquiry and except as disclosed in the Proposal Form or as set out below, I declare;

1. that we are not aware of any Circumstance or incident which may give rise to a claim.

A Circumstance includes but is not limited to:

- a. An intimation of an intention to Claim against the Proposer
  - b. Any known direct or indirect criticism or dispute whether expressed or implied relating to the performance of the Proposer (whether justified or not)
  - c. Any known direct or indirect criticism or dispute whether expressed or implied relating to the performance of a party for whom and for which the Proposer is responsible (whether justified or not)
  - d. Any awareness of the Proposer of a failing or real doubt of the efficacy of their own performance or of the performance of a party for whom and for which the Proposer is responsible
  - e. Any awareness of the Proposer that materials, goods, services or actions or actions specified, designed or recommended by the Proposer or by a party for whom and for which the Proposer is responsible have failed to meet the standard required
2. that all completed contracts have been completed on time and within budget with no significant issues arising against the Proposer or any party for which the Proposer is responsible
  3. that all ongoing contracts are progressing on time and within budget with no significant issues arising against the Proposer or any party for which the Proposer is responsible
  4. that no fees or payments due to the Proposer or to any party for which the proposer is responsible have been withheld for any reason whatsoever
  5. that all material facts have been disclosed to Insurers. A material fact is one which would influence the underwriting, acceptance or assessment of the risk by a prudent Insurer.

Signed:	Name (Please Print):
Chairman of the Board, Chief Executive, Managing Director, Director, Partner (delete as applicable)	
Date:	