

Insurance Renewal 2021

INSURANCE TERMS OF BUSINESS

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact our Insurance Department located at the undernoted address:

Ross & Liddell Ltd
60 St Enoch Square
GLASGOW
G1 4AW

Tel: **0141 221 9266**
E-Mail: insurance@ross-liddell.com

The Financial Conduct Authority

Ross & Liddell Ltd is authorised and regulated by the Financial Conduct Authority for our insurance-related activities only. Our Financial Services Register number is 310429.

You may check this on the Financial Services Register by visiting the FCA's website, www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768.

Our Service and the capacity in which we act

Where required either by request, Deed of Conditions or Title Deed, we will arrange, via our appointed brokers, a comprehensive common buildings policy on behalf of our proprietors.

With regards to claims, we will act as the Property Manager in providing guidance to you about how to report and progress claims. Please see the 'Claims handling arrangements' section below.

Scope of service including our product range and the range of insurers used

As your Property Manager we will arrange on your behalf insurance products recommended to us by our appointed independent brokers; we will only provide information to you in this regard, not advice. We only select home and property insurances, including a number of optional additional covers, from one insurer, Zurich Insurance PLC, with which Ross & Liddell has a contractual arrangement to act as the agent of the insurer. For Legal Expenses Insurance, this is arranged through Zurich but is underwritten by DAS Legal Expenses Insurance Company Limited.

Neither we nor our broker will, in any circumstances, guarantee the solvency of any insurer.

Claims

In the event of a claim occurring at your property, Insurers will have provided delegated authority to Loss Adjusters to deal with all material damage claims on their behalf.

Your property manager will deal with claims relating to the common areas with proprietors having direct access to QuestGates to deal with claims relating to their individual properties.

QuestGates has a dedicated team dealing with Ross & Liddell. Contact details for QuestGates are detailed on your certificate of insurance.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation and/or your certificate of insurance. Insurers require immediate notification of a claim or circumstances which might lead to a claim.

Common claims

With regards to claims relating to damage to the common areas within a property, these should be notified to your Property Manager who will liaise with the Insurer's appointed loss adjusters on behalf of the owners with a view to finalising the claim as quickly as possible, subject to the policy terms and conditions.

Private claims

For claims relating to your individual property, you should report directly to the Insurer's appointed loss adjusters, with the contact information detailed within your certificate of insurance or available from our insurance dept, who are based in Glasgow and who will provide guidance as and when required subject to the policy terms and conditions.

Complaints and compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied with anything in relation to the property insurances we arrange, please contact us at the undernoted address:

Insurance Department
Ross & Liddell Ltd
60 St Enoch Square
GLASGOW
G1 4AW

Tel: 0141 221 9266
E-Mail: inscomplaints@ross-liddell.com

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request or by visiting our website at www.ross-liddell.com

If you are still not satisfied you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) depending on the nature of your complaint. Please see www.financial-ombudsman.org.uk for details.

The Financial Ombudsman Service (FOS)

Access to FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding 2 million)
- Other small businesses (with an annual turnover of below £6.5 million, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
 - compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and
 - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness of infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (Freephone) or 0207 741 4100 or www.fscs.org.uk.

Payment for our services

Insurance is a regulated activity and as such to comply with regulations and to ensure we are arranging cover on the correct basis, we employ the services of a broker (to whom we pay a fee) who, in addition to having the knowledge and expertise to place our risk, also has access to all major Insurance companies. The significant majority of the properties we manage are covered under one policy of insurance. Arranging such a contract of insurance is not a straightforward exercise, as this type of policy cannot simply be applied for by completing an application or proposal form.

Ross & Liddell Limited do not charge our clients a fee for the Insurance Services which we provide in respect of our managed properties. Instead, Insurance Commission is received in order that we are able to offset the costs incurred in administering your Insurance Policy, including printing, stationary and postage relating to the production, and issue of Insurance Certificates and all of the supporting documentation required to comply with all relevant FCA Regulations, dealing with the common claims and assisting clients with their private claims. Any commission we receive will be paid by the insurer, from the insurance premium.

In addition, and not least, we are required to guarantee payment of premiums due under the Insurance Policy and to pay our Brokers a fee to secure their market knowledge and experience, to ensure a competitive renewal for clients.

In the current market we believe that acceptance of Insurance Commission represents the most cost-effective mechanism for provision of Insurance Services to clients. Commission is declared on each and every certificate of insurance issued to all co-proprietors, detailed on the reverse of the certificate. You can, though, at any time, ask us for details of the commission we receive in relation to your insurance.

Allocation of payments

Please note that payments received from clients in respect of accounts due to Ross & Liddell, either now or in the future, will be allocated in the following order:

- Works and services already paid for by Ross & Liddell
- Works and services in progress and to be paid for after completion of such works, or the provision of such services
- Works and services instructed by Ross and Liddell at the date of payment by the client but not yet paid by Ross and Liddell
- Works and services paid for in advance
- Insurance

Please note that if a client has more than one outstanding account due to Ross & Liddell, any monies received will be applied in the order specified above, spread proportionately over these outstanding accounts, unless instructed otherwise by the client.

The provision of Ross & Liddell's services, or any contracts or covers effected by Ross & Liddell, will not be adversely affected if any outstanding sums due to Ross & Liddell are the subject of an agreed instalment arrangement between the client and Ross & Liddell. Interest will not be payable on any clients' common charge account credit balances that may arise.

Methods of payment

Payment can be made by Debit, or Credit Card, through our secure on-line web portal, via our website (www.ross-liddell.com), or by our automated, 24 hours, 7 days a week touchtone telephone menu driven payment system, or by telephone to any of our offices. Alternatively, we also accept payment by cheque, online banking, cash, or bank-giro credit, either by post, or at our offices.

Instalment arrangements are also available allowing you to spread the payment of common charges accounts by making monthly payments by Direct Debit, Standing Order, etc.

Cancellation of insurances

You should make any request for cancellation of cover or a policy in writing, however it should be noted that if the cover is provided on an annual basis under a Group Co-Proprietors policy a return premium is only provided during the policy period if a property is sold and / or the policyholder is deceased and there is no requirement for a common policy.

Your responsibilities

If you are a consumer (i.e. insuring your own property for your own personal use), you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior

management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis. You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

All customers: Please note that the terms of the Ross & Liddell policies that we have in place require all insured property owners to inform the insurer of any material circumstance, whenever it may arise.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

The processing of your personal data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out in the General Data Protection Regulation and the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, contact details, date of birth and, in certain circumstances, possibly health or criminal offences data.

We will process your personal data to allow us to provide you with our services as your property manager and in arranging and administering insurances. Your personal data will also be used to manage future communications between ourselves. In circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our products and services. You can opt out from receiving such communications by contacting our Data Protection Representative as set out below.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm, with other authorised third parties and product and service providers such as insurers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding of the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Protection Representative, by e-mailing dataprotection@ross-liddell.com or by writing or telephoning using the details stated above. How we process your personal data is detailed further within our Privacy Notice at <https://ross-liddell.com/privacy-policy>.

Conflicts of interest

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Register Online

Register Online and download your Insurance Certificate from the Webportal:

<https://myaccount.ross-liddell.com/>

After completing the Webportal registration process you will be able to download:

- your insurance certificate
- update your main contact details like your telephone and emails defaults
- make online payments which update your account immediately
- download your invoices and that of any of the tradesman's invoice, and
- change your electronic communication preferences so that in future you can get all your correspondence electronically

WE ARE
HERE
TO HELP

ROSS &
LIDDELL

If you have any insurance related issues or require assistance with a private claim, Ross & Liddell insurance department are available to all of our co-proprietors and can be contacted on:

GORDON MCGLONE
☎ 0141 204 7340

GRANT DOLAN
☎ 0141 204 7349

ALANA MCGREEVY
☎ 0141 204 7346