

# Insurance Renewal

## Contents

### Page 1

Summary of responses  
Our Tender Decision  
JLT Renewal negotiations

### Page 2

Insurance premium  
tax increase  
Common building  
insurance policy  
The Insurance Act  
Changes to definitions  
Changes to Cover

### Page 3

Optional Cover  
Extensions  
Demands and Needs  
Statement  
Ross & Liddell Ltd Terms  
of Business

### Page 4

The Financial  
Ombudsman Service  
(FOS)  
The Financial Services  
Compensation Scheme  
(FSCS)  
The Financial Services  
Compensation Scheme  
(FSCS) continued

As part of our ongoing commitments to our co-proprietors we have undertaken an insurance broker and Insurer tender exercise that involved a review of all insurance premiums. This involved the services of four brokers including our existing broker JLT Specialty Limited.

Our common renewal date will continue to be 15th May with the same renewal date applying to all optional covers and extensions.

In the past we experienced difficulty in obtaining insurance quotations as many Insurers declined to quote for various reasons, and those who did provide terms could not compete with Allianz insurance who had held the business for a number of years.

In 2014, following the appointment of Rita Glendenning (who has worked in the insurance industry for over 25 years) we undertook a "silent" tender which meant that brokers were asked to submit details of Insurers with whom they had a strong relationship and would be interested in tendering for the R&L portfolio. Each broker had to confirm that they would not discuss the tender request with any party other than their chosen Insurers. As owners will be aware, this method secured a number of quotations with the result that the portfolio was transferred to JLT / Zurich.

Due to the success of the 2014 tender, we have used the same format for 2017 and again sought from brokers; details of the Insurers who they felt would have the appetite for the R&L portfolio.

All brokers were advised that R&L have a bespoke policy wording that has been designed to meet the various occupancies within each development. Quotations were invited on the basis that the policy cover was not reduced and the variations in occupancies of the properties continued to be met without onus of responsibility being passed to the individual property owners. Brokers were also advised that we were looking for a continuance of the premium stability that we have enjoyed for the past three years.

We had also provided to all brokers full details of the optional extensions. They were invited to expand the cover and review whether any additional extensions would be available which would allow our owners to comply with the deed of conditions requirement for a common policy, without jeopardising their individual requirements as a property owner.

**Summary of the responses including the brokers and Insurers involved are as follows:**

#### JLT SPECIALTY LIMITED / ZURICH INSURANCE PLC

No increase to existing renewal terms with individual development premiums being independently reviewed with premium savings secured if the claims experience merits.

In addition JLT have reviewed the cover under the optional extensions providing wider cover and have secured an extension for owners who let their individual property as short term holiday lets.

#### MARSH INSURANCE BROKERS SELECTED AXA AND MS AMLIN

R&L were advised that MS Amlin provided the most competitive quotation. The premiums offered were circa 15% higher than those being offered by JLT/Zurich. In

addition, the standard excess of £100 would be increased to £250.00.

MS Amlin standard policy wording was offered however a copy of the policy wording was not provided so that a full cover review could be undertaken. Additional terms applying to individual developments continuing to be applied until remedial works have been completed in full.

#### PIB INSURANCE BROKERS SELECTED AIG AND LV

R&L were advised that LV provided the most competitive quotation. The premiums offered were circa 12% higher than those being offered by JLT/Zurich. In addition this was subject to a 3 year agreement and an increased water damage excess of £250.00. We were provided with a choice of two standard policy wordings; however neither wording was tailored to meet the various needs of our owners.

Additional terms applying to individual developments continuing to be applied until remedial works have been completed in full.

#### DEACON SELECTED COVEA AND QBE

R&L were advised that QBE provided the most competitive quotation. The premiums offered were circa 12% higher than those being offered by JLT/Zurich.

Deacon have a bespoke policy wording with QBE which would not be bespoke to R&L owner requirements. A copy of the policy wording was not provided so that a full cover review could be undertaken. Additional terms applying to individual developments continuing to be applied until remedial works have been completed in full.

#### OUR TENDER DECISION

Following the results of the tender exercise R&L have appointed JLT to continue as our appointed brokers, who have in turn recommended continuance of cover with Zurich. A further commitment has been made to ensure insurance premiums remain stable for developments that do not have adverse claims experiences.

Should you have any queries relating to the policy cover, including requests for a copy of the policy wording, which is available on our website, please contact [insurance@ross-liddell.com](mailto:insurance@ross-liddell.com) or 0141 221 9266.

#### JLT RENEWAL NEGOTIATIONS

"We are delighted to retain the R&L account and can assure you that we will continue to review the premiums for individual developments and ensure that developments with excellent claims records are not penalised by those that have adverse claims histories and/or do not maintain their properties. During the past 3 years we have worked closely with R&L in understanding the individual requirements of the various occupancy types.

Your insurer may have amended the policy terms that apply to your cover; this may be due to the number or nature of recent claims, the unusual construction of the property or state of poor repair.

Any material fact that increases the risk in an insurers view may be subject to increased excesses, conditions or exclusions. This is to minimise the risk of future losses and encourage owners to take steps to ensure their properties are maintained in a good state of repair or to take simple risk management steps to improve the loss ratio at their property.

**If an insurer has imposed additional terms and excesses on your policy, you can find details of these within your certificate of insurance under 'Additional Terms'**

**INSURANCE PREMIUM TAX INCREASES FROM 9.5% TO 10% FOR ALL INSURANCE PREMIUMS**

The government imposed an increase to insurance premium tax (IPT) from November 2016 Zurich did not pass on this increase to any owner who joined the common policy after this date. Your premium from renewal 2017 will however include the increased level of IPT.

**COMMON BUILDING INSURANCE POLICY**

Where the deeds of conditions do not have a common policy requirement, we would strongly recommend owners consider the merits of same. A common policy will provide all owners with peace of mind by being confident that their individual property is fully protected. As building insurance is not a compulsory insurance, many owners may choose to self-insure, however this would have a detrimental effect on all owners should a property suffer a major event as there would be insufficient funds to re-instate the property leaving individual owners at risk of losing their home.

**Properties that do not have full cover;**

- Tenanted properties
- Unoccupied properties
- Holiday homes for family and friends
- Holiday lets

Optional cover extensions are available – full details are contained on R&L website including a copy of the policy wording, alternatively you can request directly from R&L insurance department on insurance@ross-liddell.com or 0147 221 9266.

**PROPERTY OWNERS LIABILITY COVER**

From renewal 2017 we have arranged Property Owners Liability cover to ensure protection is provided for all owners for their individual rights and responsibilities for land and common areas, including driveways, pathways, carparks, landscaped areas and lawns. We are able to offer equity of premium with the cost of this cover being detailed within your certificate of insurance with the limit of indemnity remaining at £10,000,000.

The modern liability environment means we need to ensure clients are adequately protected and with liability claims cost and frequency increasing year on year it is important you have insurance in place to shield your assets should a third party take action against you. We have recently received numerous notifications of claims ranging from individuals tripping on loose paving slabs, a tile blown off a roof damaging a car and even for a door handle not being correctly fitted.

The cover will now fall under two categories, common areas only with the premium payable by all owners within a development and a separate category for property owners liability arising from your ownership of an individual property.

Your cover is subject to the terms and conditions of the Zurich Policy wording Section 4 (Individual ownership) and 4a Property Owners Liability (common areas only) which can be found on the Ross and Liddell Website.

**TRACE & ACCESS**

When water leaks occur and start to damage your property, common areas or your neighbour's home there is cover in place to find the source of the damage and access the leak to make repairs. It is important that you comply with the terms of the policy which require loss is minimised and arrangements are made immediately to find and repair any leaks to ensure inconvenience to your neighbours is minimal and reduce the likelihood further damage. In addition, failure to repair a leak that is damaging another person's property could ultimately result in court action for nuisance or negligence with an injunction sought to make you repair the leak and their property.

Any leaks resulting from or damaging common areas will be investigated by your property manager and a claim submitted on your behalf

whilst any damage to or resulting from a leak in your property should be reported to the Loss Adjuster, details of which are contained on your certificate of insurance, who will advise you on how to submit a claim.

**OPTIONAL EXTENSIONS**

We continue to offer cover extensions for properties that are not fully occupied by the actual property owner and have secured increased limits of cover. In addition, we have secured an additional cover extension this year for holiday lets including loss of advance rental income.

Full details of the optional cover extensions can be found within "Changes to Policy Wordings"

**INDEX LINKING FOR 2017**

We have agreed with Zurich Insurance plc that index linking will not be applied if the development has undertaken a re-assessment of the building sum insured after renewal 2016. For all remaining developments your building sum insured will increase by 1.8% which is the RICS recommendation for February 2017. I confirm to ensure continuity; we have used the February index linking on an annual basis.

**CHANGES TO POLICY WORDING**

From renewal 2017 JLT have incorporated several changes to cover after feedback from Ross and Liddell and their clients, we have listed these changes below;

**THE INSURANCE ACT**

The Insurance Act 2015 will introduce the most significant changes to UK insurance contract laws in over 100 years. The Act came into force on 12 August 2016 and applies to all insurance policies in the UK

One of the key aims of the Act is to ensure better exchange of information between insurers, brokers and customers, which should reduce the number of disputes, avoid disruption for both insurers and customers and increase confidence in the UK insurance sector.

It also specifies how insurers will deal with cancellation of policies following fraud by policyholders or non-disclosure of a material fact.

A material fact is anything that you believe would affect the insurers acceptance of a risk, for example, the property is in a poor state of repair, you plan to let your property to high risk tenants such as asylum seekers, or a short term, multi-occupancy let.

For the Ross and Liddell policies, Zurich do not request a proposal form and there is an acceptance that there may be some circumstances that have not been declared to the insurer, we would however ask that should you believe you know a material fact that may affect the insurance you let Ross and Liddell's insurance team know.

**CHANGES TO THE POLICY WORDING FOLLOWING THE IMPLEMENTATION OF THE INSURANCE ACT –** The specific conditions changed within the wording to reflect the new insurance act are:

**HOW ZURICH USE YOUR PERSONAL INFORMATION & POLICY ADMINISTRATION –** This paragraph provides details of how Zurich will comply with the Data Protection Act 1988 when handling client data, who will have access to your data and what searches Zurich may undertake on you.

**CLAIMS HISTORY –** Explains how Zurich will deal with any reported claims and what information they may share with claims related databases.

**FRAUD PREVENTION & DETECTION –** Confirms the steps the insurer will undertake in order to prevent and detect fraud. Insurers also clarify what actions they will take should the insured or anyone acting on the insured's behalf intentionally conceals or misrepresents any information or circumstances disclosed to the insurer under the Fraud paragraph.

**CANCELLATION –** Sets out the insurer's right to cancel the policy and your right to collectively change your mind within 14 days.

**DUTY TO CHECK INFORMATION AND TELL THE COMPANY OF ANY CHANGES –** Clarifies that the Insured should advise of any changes to the insured property and disclose any information that they believe would be material to the acceptance of the insurance, for example:- the failure by all owners to make repairs, the property is in a poor state of repair or storage of flammable items in common areas.

**CHANGES TO DEFINITIONS**

**HOLIDAY AND SECOND HOMES –** new definition added clarifying any property which is not used as your main residence and restricted to use by family and friends only.

**UNOCCUPIED PROPERTIES** definition updated to clarify ANY property which is disused or unfurnished or not used as the policy holders main residence is considered as unoccupied and subject to unoccupancy conditions and restrictions in cover.

**CHANGES TO COVER**

**CARPETS OF COMMON AREAS –** Included in addition to buildings sum insured for £25,000.

**MUNITIONS OF WAR –** Cover added for damage caused by detonation of Ordnance & Ammunition of war or parts thereof within 1km of the Premises.

**SECTION 4A – Liability for Common Area**

New section added specifically for common area liability reducing third party property damage excess to NIL

**RL1 Landlords Extension**

- Cover for Landlords contents & Damage by tenants increased to £25,000
- Cover for damage due to the illegal Cultivation of Drugs added
- Damage by tenants excess reduced to £100
- Unoccupied cover added for unoccupied let properties

**RL1A Landlords Extension for Properties of Multi-occupancy (HMOs)**

- Cover will match the current RL1 extension
- £100 Excess applies in addition to any standard or imposed excess for damage by tenants
- A £1,000 or 10% of the total claim (whichever is the highest) applies to any claims for
- The illegal cultivation of drugs.

**RL2 Commercial Landlords Extension**

- Cover for Landlords contents & Damage by tenants increased to £25,000
- Added 3 months loss of advance rent
- Denial of access extended to include murder/ suicide

**RL5 Second/Holiday Homes Unoccupied Premises Cover**

- Unoccupied extension amended to include full cover for Holiday/Second Homes
- Unoccupancy Conditions amended to clarify mains electricity can be let on to accommodate the use of lights on timers

**RL7 Loss of Rent for Holiday lets**

- New extension added for properties used as holiday rentals
- Limit of indemnity for rent is 25% of the sum insured for a maximum of 12 months

**OPTIONAL COVER EXTENSIONS SUMMARY INCLUDING PREMIUMS AT A GLANCE -**

The premiums quoted are minimum and deposit which means they are non-refundable during the policy period;

**Landlord extension for retail, commercial and residential properties:**

Annual premium £80.00  
Increased benefits apply from renewal 2017

**Landlord extension for HMO licensed properties:**

Annual premium £150  
New extension from renewal 2017

**Unoccupied properties pending sale, renovation, between tenancies, owner illness, bereavement or extended holidays:**

Annual premium £80.00  
Revised un-occupancy condition applies

**Matching parts:** Annual premium £50.00

**Holiday / 2nd homes:**

Annual premium £50.00  
Reduced premium applies from 2017 with revisions to the unoccupancy condition. Clarification regarding definition of holiday/2nd home

**Holiday lets:**

Annual premium £100.00  
New optional extension for 2017

**OPTIONAL COVERS AT A GLANCE**

**Directors & officers / Management Liability –** Quotations are available for varying limits of indemnity and subject to completed proposal form – please contact your property manager in the first instance

**Legal Expenses –** Available on the basis that all owners within a developments / block of flats contribute towards the annual premium. Quotations are available with contact via your property manager in the first instance.

**Terrorism cover –** Available on the basis, that all owners within a development are insured for terrorism. Quotations are available upon request via your property manager.

**Contents insurance –** Varying levels of cover required including holiday homes and tenants of properties who have building insurance arranged by R&L. Contact R&L insurance department for a proposal form.

**DEMANDS AND NEEDS STATEMENT**

The products listed below meet the varying demands and needs of those property owners and co-proprietors wishing to benefit from the protections described (N.B. not all the covers will be relevant to you). These products allow you to choose a level of insurance cover from a range of options.

Your insurance certificate and statements show either:

1. the cover you have selected; or
2. the cover that is a requirement in connection with the management and maintenance of your property.

The options selected will depend upon your own requirements and on circumstances such as the Title Deed(s) of your property, any requirements you may need to adhere to in order to comply with the decisions of the co-proprietors of the property, and the risk associated with the insured property. You should check your insurance documents carefully to ensure you have the required cover.

Full details of all covers can be found in the policy document, a copy of which is available on our website [www.ross-liddell.com](http://www.ross-liddell.com) or upon request to our Insurance Department on 0141 221 9266 or email on [insurance@ross-liddell.com](mailto:insurance@ross-liddell.com).

Ross & Liddell has made no personal recommendations when arranging your insurance and, as detailed in our terms of business, no advice has been given or offered. (N.B. not all the covers will be relevant to you.)

**• BUILDINGS COVER**

The options include Comprehensive All Risks for Retail and Private Dwellings, in addition to optional extensions as a result of restricted cover that automatically applies to all tenanted and unoccupied properties. Cover does not include terrorism cover however this is available upon request.

**• CONTENTS COVER**

Cover is on a fully comprehensive basis with varying levels of sum insured available. Cover is subject to a satisfactory completed proposal form and is available for owner occupied, holiday homes and tenanted properties if the property is managed by Ross & Liddell; new for old basis; however a reduction is made for wear and tear on certain items. Cover can be extended to include personal possessions away from the home, however this extension will not include laptops, i-pads, mobile phones or similar.

**• LANDLORD'S COVER**

This policy covers loss of or damage to contents and also extends to include malicious/accidental damage to the insured property by tenant/s up to a maximum sum insured/limit of £25,000.

**• UNOCCUPIED PROPERTIES/ HOLIDAY OR 2ND HOMES**

This policy reinstates the cover that is excluded for properties that have been unoccupied for a period in excess of 30 days or are not used as a permanent home.

**• HOMES THAT ARE USED AS HOLIDAY LETS**

This policy reinstates the cover that is excluded for properties that have been unoccupied for a period in excess of 30 days and/or are not used as a permanent home, in addition to advance rental income.

**• PROPERTY OWNERS LIABILITY**

Property Owners Liability is in respect of legal liability for accidental injury (including death and disease) or accidental damage to material property. Ross & Liddell will arrange this cover for all properties that we manage for the common areas only. For properties that have building insurance arranged by Ross & Liddell, cover will extend to include property owners liability for the individual property insured.

**• LIFT/ENGINEERING INSURANCE**

Statutory inspection for boilers; lifts' and associated equipment for which you as owners are responsible. Cover extends to include sudden and unforeseen damage.

**• BUILDING SUM INSURED**

If you require guidance on the correct sum insured we suggest that you arrange for a professional valuation to be carried out. The cost of this, however, would be incurred by you. The sum Insured should represent the full rebuilding cost of your property as new, including your proportion of common areas and professional fees, removal of debris cost etc. Unless the title deeds say otherwise, it is the insured's responsibility to ensure that the amount represents the rebuilding cost of the property and we strongly recommend that you review your Sum Insured on a regular basis and make any necessary adjustments.

**ROSS & LIDDELL LTD TERMS OF BUSINESS**

**ACCEPTING OUR TERMS OF BUSINESS**

By agreeing to us arranging or handling your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used.

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

☎ 0141 221 9266

@ [insurance@ross-liddell.com](mailto:insurance@ross-liddell.com)

**THE FINANCIAL CONDUCT AUTHORITY**

Ross & Liddell Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 310429.

Our permitted business is introducing, arranging, advising, dealing as agent and assisting in the administration and performance of general insurance contracts.

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

**OUR SERVICE**

We arrange your insurance on your behalf as your Property Manager but we do not offer advice, make any recommendation or act as an insurance intermediary when arranging your insurance. However, we may ask some questions to help us assess the type of property to be insured and the risks associated with the property. The assessment will be based on the information we may have as Managers of your property, together with any other information you may provide us with. This assessment may also include any requirement to insure your property as part of a common insurance policy, in accordance with the title deeds of your property, and will include consideration of the terms and conditions of the title deeds of your property, and any insurance in force over the whole of the common property.

If it is a requirement of the title deeds that a common insurance policy has to be in existence, then it may be that you will have no alternative but to participate in that policy.

With regards to claims, these should be notified to your Property Manager or our Insurance Dept who are based in Glasgow, who will handle the needs of the claimant subject to the policy terms and conditions.

**OUR PRODUCT RANGE AND THE RANGE OF INSURERS USED**

As your Property Manager we will arrange on your behalf insurance products recommended by our appointed independent brokers. Where these products are recommended from a limited choice of insurers or from a single insurer we will obtain information about which insurance companies they use and provide that to you on request.

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

**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

☎ 0141 221 9266

@ [inscomplaints@ross-liddell.com](mailto: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](http://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](http://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)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding 2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 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 or 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](http://www.fscs.org.uk).

### PAYMENT FOR OUR SERVICES

We do not charge you a fee for arranging your insurance, but we currently obtain a commission payment from the Insurers via our brokers.

This reflects the amount of work undertaken by us which would normally be actioned by the insurance company.

Such tasks include Policy production, monitoring of claims experience and collecting premiums.

You will receive details of the insurance premium which will include insurance premium tax and VAT if applicable upon receipt of your cover request. The cost of insurance will be included within your statement which will be issued at least annually.

Please note that payments received from clients in respect of accounts due to the company, 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 & Liddell at the date of payment by the client but not yet paid by Ross & 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.

### HOW TO MAKE A PAYMENT

Payment of your account can be made by the following methods:

- Bank Giro Credit
- All major Credit/Debit Cards (except American Express) on our website, in person at our offices or over the telephone
- Direct Debit/Instalment Arrangement
- Cheque
- Cash in person at any of our offices
- PC Banking (contact us for account details)

### CANCELLATION OF INSURANCES

You should make any request for cancellation of 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 not provided at any time during the policy period.

### 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.

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.

### USE OF PERSONAL DATA

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances, it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary to comply with regulatory or legal requirements. We may contact you in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to it being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to your Property Manager at the address stated above.

### 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.

### 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. Insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

## WE ARE HERE TO HELP

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

**RITA GLENDENNING**  
☎ 0141 204 7348

**GORDON MCGLONE**  
☎ 0141 204 7340

**GRANT DOLAN**  
☎ 0141 204 7349

**STEPHEN BRADLEY**  
☎ 0141 204 7346