

Renewal Proposal

East of Scotland Cricket Association



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INTRODUCTION

We are pleased to present our recommendations for your insurance cover for the forthcoming year.

In presenting our report, our objective is to ensure that we are recommending a cost-effective insurance program that provides you with cover appropriate for the needs of your business.

As your existing broker, we possess a good knowledge and understanding of your business and its requirements in terms of your insurance and risk management needs. This enables us to present your risk to insurers in a comprehensive format to ensure that underwriters fully understand the exact nature of your business activities.

It is however important that we are advised of any changes in your business activities or to your business premises as failure to advise insurers of a material change to your business may prejudice your position in the event of a claim.

Your policy cover is also subject to warranties and conditions, compliance with which is key to ensure your policy cover is not compromised and, in this regard, we would refer you to the warranties and conditions section of this report.

We will provide you with various documents pertaining to your policy cover including statements of fact, key facts documents, policy schedules and policy documents and we strongly recommend that you familiarise yourself with these documents. Please advise us if you wish to modify or adjust any of the levels of cover.

In particular, you should review any statement of fact provided by your insurers, as this has been completed by us on your behalf with the information that you provided. Any inaccuracies should be advised to us immediately.

This report also contains our terms of business which contains important information explaining the terms under which we operate. This includes how we handle your payment, how and why we have selected the insurer, and the facts upon which we have prepared the quotation.

We trust that you will find the recommendations within our report meet your requirements and we look forward to continuing our business relationship with you and your team.

Full policy wordings are provided in the first year of any policy and, in subsequent years, we will advise of any alterations to the cover provided. Should you wish a new policy document at any stage, please contact our office.

If there are any questions regarding any aspect of this report, please contact us and we will be happy to assist.



DESCRIPTION OF BUSINESS

Your policy business description is very important and needs to incorporate all your business activities. Any new or additional business activities should be notified to us immediately.

Business Description:

Sports

CLAIMS

All policies contain conditions regarding the notification of claims. It is therefore important that you:

1. Notify us immediately of any event or circumstances which might give rise to a claim together with preliminary details. In the case of theft or malicious damage, you require to notify the police who will provide a crime reference number.
2. Make no admission of liability
3. Provide, as soon as possible, such written evidence of the claim as may be required.
4. If a Writ, Summons or any other third-party correspondence is received, this should be sent to us immediately unanswered. A delay could prejudice your Insurer's position and could potentially impact your right to receive indemnity under the policy.

For some claims, Insurers have a Helpline for reporting claims directly to agree action quickly and efficiently. In these cases, we will provide you with details.

RETENTION OF LIABILITY DOCUMENTS

Liability claims can result from situations which existed several years ago, or which have happened over a period of time e.g. industrial deafness or asbestos-related claims. We therefore recommend that you retain, indefinitely, all liability policies both in your name or that of any company with whom you are or have been associated in the past.



WARRANTIES AND POLICY CONDITIONS

Where specific policy warranties apply, they must be complied with strictly and in full as any breach could result in the policy being voided by the Insurer. Equally policy conditions which are not warranties can also have a bearing on the operation of cover and could therefore also prejudice your position in the event of a claim.

Warranties and conditions can be added to the policy by way of specific endorsement on your policy schedule and these are briefly highlighted in the relevant register pages. These have been included within this report in summary form and we would strongly recommend that you refer to your policy schedule and policy booklet for full details of the warranties and conditions applying.

Other warranties and conditions form part of your standard policy cover and you should review your policy documentation to ensure you fully understand the basis of cover being provided.

Certain conditions and warranties are commonly included as standard and, while this list is not exhaustive we would strongly recommend that you check your policy for full details, we would highlight the following:

- Theft cover is subject to forcible and violent entry or exit unless noted otherwise
- Heat work carried out away from your premises require that you follow the stated precautions as detailed in your policy. This will include pre-work and post-work checks
- Terrorism cover will not be included unless specifically notified
- Manual work away from your business premises at hazardous locations will generally be excluded unless otherwise agreed by underwriters. Hazardous locations will be defined in your policy and will generally include, airports, railways, docks, on board ships, towers, steeples, bridges & quarries plus power stations, chemical plants, refineries or offshore.
- Your public liability policy provides cover for damage to third party person or property but there is no cover for damage to the item being worked upon.

If you have any questions regarding your ability to comply with any of the warranties or conditions applying on any of your policies, please contact our office for guidance.



CHANGES AND DUTY OF DISCLOSURE

You should advise us immediately of alterations which may have a bearing on the adequacy or validity of your covers so that Insurers may be informed. Listed below are a number of several examples of alterations you should notify to us:

1. Purchase of new companies and/or mergers
2. Alterations in business description
3. Changes in processes, occupancy, products or extension of business operations
4. Purchase, construction or occupancy of new premises, alterations, temporary or permanent unoccupancy, extension or demolition of existing premises
5. Removal of stock or equipment to new locations and temporary storage away
6. Hiring (in or out), borrowing or leasing of plant.
7. Contractual Liabilities, granting of indemnities or hold harmless agreements, preferably before signature
8. Alteration, amendment to or disconnection of sprinkler systems, burglar alarms or other protections systems, including withdrawal of police response
9. Circumstances which may require an increased liability insurance limit such as exhibitions open days, temporary overseas contracts

The list is by no means exhaustive and if in doubt please refer to us for clarification.

If there are any long-term plans being considered it may also be beneficial to involve us at an early stage so that we can comment on the likely effect on existing covers and, where appropriate, make suggestions to minimise the impact on future insurance premiums.

In relation to your duty of disclosure it is important that we are notified if any of the following apply:

1. You are aware of any circumstances likely to give rise to a claim
2. You have had previous insurance declined, renewal refused, or special terms imposed
3. Litigation has been brought against you or any other director
4. Any Director, Partner, Employee or Representative has ever been prosecuted under the Factories Act or Health and Safety at Work Act or any similar legislation or been served with a Prohibition Notice under the Health and Safety at Work Act in the past five years
5. You or any other Director has been convicted of (or charged but not yet tried for) any offence other than a driving offence
6. You or any other Director or Partner has been declared bankrupt or subject of bankruptcy proceedings or has been involved with any company which has been liquidated, subject to the appointment of an administrative receiver or made any arrangement with creditors either in a personal capacity or in connection with any company, business or firm with which any of you have been involved
7. You or any other Director or Partner has been convicted of (or charged but not yet tried for) any offence other than a driving offence.
8. You or any other Director or Partner has had any County Court Judgements made against you in a personal capacity or in connection with any company, business or firm in which any of you have been involved as a Director or Partner.



Failure to notify insurers on any of these points could invalidate your insurance cover and the insurer could void your policy and refuse to pay any claims arising.



AVERAGE & CALCULATION OF BUSINESS INTERRUPTION COVER

You are responsible for the adequacy of the policy sums insured and business interruption estimates. On buildings, the figures should reflect the full cost of reinstatement with allowance for debris removal and professional fees and, on all other contents items, the sum insured should reflect the full replacement cost.

As your policy will carry an average clause, failure to insure for the appropriate sum insured will result in any claim payments being reduced in direct proportion to the amount of underinsurance, a principle known as Average.

If a building was insured for £1,000,000 when the correct reinstatement figure should be £2,000,000 any claims arising would be reduced by 50%. If the building suffered £100,000 of storm damage, insurers would therefore only pay £50,000.

If your policy includes business interruption cover, annual gross profit, for insurance purposes should be calculated based on turnover less direct costs of sale. Direct labour should not be deducted and this will ensure that all staff can continue to be paid during the period of restoration. This will also ensure that they are available for re-employment as soon as your business is able to start trading again.

In addition, the business interruption indemnity period should be long enough to enable the business not just to re-open, but to return to its pre-loss trading level. Consideration should be given to availability of equipment, time taken to recover customers and the potential delays of property reinstatement because of planning and building control. We would recommend, in most cases, that a 12-month indemnity period is unlikely to be long enough to allow a business to be restored to its pre-loss trading position.

If you have any concerns or require any further advice regarding this please contact our office for guidance.



INSURANCE ACT 2015

Duty of Fair Presentation

While insurance contracts are still based on good faith, the Insurance Act places a duty on policyholders to make a “Fair Presentation of the Risk” to insurers. To do this, a policyholder must disclose clearly, accessibly and in good faith:

- All material facts that the policyholder knows, or should have known, or
- Sufficient information to put a prudent underwriter on notice that they should make further enquiries.

Policyholders must ensure that any information provided is correct to the best of their knowledge and that they have conducted a reasonable search for information. This could require obtaining or verifying information with a number of sources who may hold or have access to important information about the business or the insurance risk. As well as the general details of their risk policyholders should disclose:

- Any special or unusual facts relating to their risk
- Any particular concerns which led them to seeking insurance for the risk, and
- Any other fact which those concerned with the particular class of insurance or activity should generally understand as being something that should be included within a fair presentation of the risk to an insurer.

Whose knowledge is relevant?

The Act seeks to define whose knowledge is relevant which increases the onus on policyholders to investigate their risks internally. Within its definition the Act includes:

- Information known, or that ought to have been known, by the policyholders’ senior management, i.e. those individuals who play a significant role in making decisions about how the policyholder’s activities are managed, and
- Information known to individuals who participate with the policyholder in the process of arranging their insurance, i.e. brokers and other agents.

Taking this even further, the Act specifies that material facts that are “suspected”, or which would have been known if the relevant investigations were made, should also be disclosed.

So, what does this mean?

In practice, the amount and quality of information that policyholders, and their brokers, will be required to provide to insurers will increase and key to this will be the close working relationship between the two.

It has always been the case that, in order to best present a client’s risk to an insurer, a broker should know the client’s business inside out and this will become more important than ever. Policyholders should prepare to spend longer discussing the details of their organisation with their broker, and focus on making sure that they are aware themselves of every activity and circumstance within their business that is relevant to the presentation of their risk.



It will no longer be acceptable for a policyholder to obtain commercial insurance after providing the briefest of details and failure to make a “fair presentation” of their risk, or failure by a broker to adequately interrogate and present the information, could have significant consequences.

What happens if material details are not disclosed?

Under the Act, Insurers are required to ensure that any remedy for a breach of the Duty of Fair Presentation is proportionate.

In an extreme case where the breach was deliberate or reckless, the insurer could avoid the contract (i.e. treat the contract as if it never existed), keep the premium paid and refuse to pay any claims.

If the breach was not deliberate or reckless, the insurer is required to apply a remedy based on what it would have done had the fair presentation been made. This means that if the insurer would not have entered into the contract had the facts been disclosed, it can return the premium and refuse to pay claims. If the insurer would have charged a higher premium, it can adjust the payment of the claim proportionately and if it would have applied additional or different terms, it can deal with the claim as if those terms had applied.

Whilst these remedies are proportionate to the scale of the breach, they are still potentially detrimental to policyholders and it is essential that a fair presentation of a risk is made to insurers at all times.

For further information contact your account manager or account handler or contact our office directly on 0141 561 9000.

www.boydinsurance.co.uk



COMPANIES AND ACTIVITIES

The renewals/quotations covered by this Summary have been sought from various insurers in the name of the company(ies) detailed below and are based on the business activities stated.

Please ensure that all subsidiaries are listed as it is a statutory requirement that any limited company holds Employers Liability Insurance.

Companies Insured East of Scotland Cricket Association

Business Description Sports

IMPORTANT NOTICE REGARDING BUSINESS DESCRIPTION & COMPANIES INSURED

It is important that you advise any alterations to the aforementioned business description or any aspect which may increase the original risk including acquisitions or disposals, adoption or cessation or changes to processes or systems.

Insurers have assessed and accepted the risks at the quoted premium on the basis of information given. Any variations of those details, if not advised to them, could result in an uninsured loss.



YOUR SERVICE TEAM

Our objective is to provide a complete insurance solution for all clients. This includes:

- Commercial Insurance
- Risk Management and Health & Safety Advice
- Personal Insurance

We carefully consider the selection of our service team to ensure that client service is delivered to you as efficiently as possible.

Account Handler



Laura Craig

Phone: 0141 842 6493

Email: laura.craig@boydinsurance.co.uk

About: Laura has worked for insurance companies and brokers handling both personal and commercial business. She currently looks after commercial clients across a wide variety of industry sectors.



PROPOSED STRATEGY

Policy Type	Note
PI Combined	<p>Over the last 12-months, your Insurer along with other leading providers, have taken the opportunity to review their policy Wordings. With effect from renewal, please the following amendments:</p> <ul style="list-style-type: none"> ❖ Exclusion added: COMMUNICABLE DISEASE ENDORSEMENT <p>The full wording can be found within this renewal report.</p> <p>The terms being proposed compare very favourably with those of previous years and, in our opinion, the renewal proposal remains competitive within the current marketplace.</p> <p>We believe there are benefits to you in continuity of insurer, particularly in the event that you face a situation with regard to a difficult claim.</p> <p>We enjoy a first class relationship with the underwriters and staff at Sportscover Europe Limited and believe that this will ensure we are able to deliver the best possible service to you.</p> <p>The policy cover compares favourably with alternatives available within the market.</p> <p>We are happy to recommend the insurance company's claims service and see this support as a key aspect of the overall insurance package.</p>
Other	<p>The costs of regulatory compliance, both direct and indirect, in recent years have increased significantly. As a result of these changes, we recently introduced a small administration charge to cover these costs and, while this is now standard practice within our industry, our charges are below those being applied by most other brokers.</p> <p>As well as compliance with the Insurance Act, GDPR and the Insurance Distribution Directive, the regulatory requirements of the Financial Conduct Authority (FCA) include the following:</p> <ul style="list-style-type: none"> • Contribution to the Financial Service Compensation Scheme • Annual FCA levy • Annual external client money audit • Sanctions checks for all clients



RENEWAL SUMMARY

The table below represents our recommendations in relation to your requested covers.

Policy Type	Insurer	Effective Date	Quoted / Renewal	Premium	IPT/VAT	Admin Fee	Underwriter Fee	Total
PI Combined	Certain Underwriters at Lloyd's, Allianz Global Corporate & Specialty SE	10/04/21	Renewal	£2,395.00	£287.40	£25.00	£35.00	£2,742.40
Total				£2,395.00	£287.40	£25.00	£35.00	£2,742.40

Note

Your premium has been paid previously in full and our preferred method for this is by BACS payment, although cheques can also be accepted.

For BACS payments our bank details are as follows:

Sort Code 15-10-00
Account 29435939

Debit / Credit Card – please call our office to arrange payment

Instalment facilities are also available – please contact our office for further details.

Please find details of the recommended cover overleaf.

Renewal Comparison

All amounts in the below table include tax and fees where applicable.

	Cover at Start of Last Year	Renewal Quote
PI Combined	£638.00	£2,742.40
Total	£638.00	£2,742.40



PI COMBINED RENEWAL QUOTATION

We are pleased to offer you the following renewal terms.

Your requirements for insurance cover were:

Protection in respect of:

Claims made against you for negligence and errors or omissions that cause financial loss to your clients.

Payment of damages awarded

Payment of legal costs incurred

Claims made against you for negligence and errors or omissions that cause financial loss to your clients including where any negligence, error or omission caused bodily injury.

Loss of documents

Libel and slander

Employers Liability

Public and Products Liability

Recommended Quote

As a result of our market activity, we recommend the following quote which we have obtained for you:

Policy	PI Combined
Insurer/Provider	Certain Underwriters at Lloyd's, Allianz Global Corporate & Specialty SE
Premium	2,742.40
Cover Period	10/04/2021 to 09/04/2022

The basis of our recommendation is:

In sourcing this policy we act as your agent

In placing this policy we act as your agent

In the event of a claim we will act as your agent

To access this product we will use another intermediary to help place your business

This provider has been selected from a limited range of providers (a list of providers used is available upon request) and is recommended because of:

Their level of service

Premium cost

Their expertise in this field

The length of time they have been established

Their specialism in this type of insurance

This policy has been recommended as it meets your insurance cover requirements listed in the attached Renewal Report, Insurer Documentation and your demands and needs listed above.



Notes

The following covers were recommended, but you elected not to pursue them:

None

You requested the following covers, but we have not been able to find appropriate coverage:

None

Attached please find a summary of the main terms of the recommended quote.



PI COMBINED

POLICYHOLDER East of Scotland Cricket Association

PERIOD OF INSURANCE 10/04/2021 to 09/04/2022

Insurer	Policy Number
Certain Underwriters at Lloyd's	PLON99/0093089
Allianz Global Corporate & Specialty SE	

Scope of Cover

Section 1: Professional Indemnity

Section 2: Employers Liability

Section 3: Public/Products Liability



Section 1: Professional Indemnity

Cover

Indemnity for any sum or sums which the insured may become legally liable to pay arising from any claim first made against them and notified to Underwriters during the period of insurance as a direct result of negligence on the part of the Insured in the conduct and execution of the professional activities & duties as defined below.

Limit of Indemnity

£ 1,000,000
In the aggregate

Excess

£ 0

Retroactive Cover Date

10/01/2013

Section 2: Employers Liability

Cover

Indemnity against legal liability for injury to or illness of employees arising out of or in the course of the business and within the Territorial Limits.

Limit of Indemnity

£ 10,000,000

Section 3: Public/Products Liability

Cover

Indemnity against legal liability for injury to third parties or loss of or damage to third party property arising out of the business.

Limit of Indemnity

£ 5,000,000



General Clauses/Information

Cover

COVER BASIS

Cover is in respect of the Association and the 17 Clubs as declared to Sportscover Europe Limited

Excess

Description/Section	Excess Amount
Employers Liability	£nil
Public Liability	£nil
Professional Indemnity	£nil

Main Exclusions

*** ADDED RENEWAL 2021/22 *** COMMUNICABLE DISEASE ENDORSEMENT

It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Terrorism Cover

is excluded except for the Employers Liability statutory limit of £5,000,000



To Be Noted

No. of Clubs	Club Name	Full Cover reinstated (following Covid-19)
1	Boroughmuir CC	29.06.2020
2	Broomhall CC	29.06.2020
3	Drummond Trinity CC	29.06.2020
4	Dunbar CC	29.06.2020
5	East Lothian CCC	29.06.2020
6	Edinburgh Academicals CC	29.06.2020
7	Edinburgh South CC	29.06.2020
8	Holy Cross CC	23.07.2020
9	Peebles CC	27.07.2020
10	Bass Rock CC	04.08.2020
11	Morton CC	06.08.2020
12	Kirk Brae CC	05.09.2020
13	Eastern Knights U14	Cover not yet reinstated
14	Heriots FP CC	Cover not yet reinstated
15	Musselburgh CC	Cover not yet reinstated
16	Old Contemptibles CC	Cover not yet reinstated
17	Tranent & Preston Village CC	Cover not yet reinstated



The standard rate of **Insurance Premium Tax (IPT)** was increased from 10% to 12% with effect from 1st June 2017. This means that, where UK based, the enclosed premium will be subject to the new rate of 12% tax. (Previously increased from 6% to 9.5% effective 1st November 2015 and 9.5% to 10% effective 1st October 2016).

Your **Policy Schedule** should be read in conjunction with your **Statement of Fact** (where applicable) and **Policy Wording**. A full copy of your Policy Wording is available on request. Please contact our office if a copy is required.

2021/22 Renewal Costs / Section	Amount due (includes IPT where applicable)
Employers Liability	£196.00
12 x clubs with full cover (£207.20 per club)	£2,486.40
Insurer Fee	£35.00
Administration Fee	£25.00
Total amount due >>>	£2,742.40

*** Please note: a £15.00 Administration Fee applies to all mid term transactions.



TERMS OF BUSINESS

Applying to General Insurance clients – You should carefully read these Terms that apply to our appointment by you and the services we will provide.

Company Contact Details

Boyd Insurance, 5 Mill Street, Paisley PA1 1LY

Telephone: 0141 561 9000 Fax: 0141 561 9001 Email: info@boydinsurance.co.uk

Boyd Insurance is a trading style of Boyd & Company Limited. Authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 304793. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by telephoning the FCA on 0800 111 6768.

About the firm

Boyd Insurance is an Independent Insurance Intermediary.

Our service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service. In circumstances which the firm does not give a personal recommendation on the basis of a fair and personal analysis, we will provide you with the name of the insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product we offer you. We will explain the main features of the products cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation, prior to conclusion of the contract, areas where we are acting as agent for the client, the insurer or both.

Limitations and exclusion of our liability

The following provisions set out our entire financial liability to you.

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including our liability for the acts or omissions of our senior management, employees and any appointed representatives shall be limited in all circumstances to £20m per claim. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and or varying the exclusions set out above.

Important Information (consumer clients only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer. Under the act, a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession. A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless.

If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.

The duty of fair presentation (non consumer clients only)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium

If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Consumer Credit

We are authorised and regulated by the Financial Conduct Authority in respect of Consumer Credit.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If you choose to pay for your insurance premium using a finance provider, your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you including any fees they apply and the cost of default charges. It is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. If any direct debit or other

payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the finance provider. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non-payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs we reserve the right to pursue any additional debt owed to the firm through a due legal process. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

Any payment we receive from you will be held by The Broker Network Limited, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with RBS. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

By operating a Non Statutory Trust The Broker Network Limited is permitted to, and may use such monies to cross fund clients premiums and claims.

Our preferred method of payment is BACS but if you require to pay by cheque please make cheques payable to "The Broker Network Ltd".

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing, money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to clients in respect of the client account. Any interest earned will remain in the ownership of Boyd Insurance.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the 'Refunds' section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Charges/Fees

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable.

	Consumer	Commercial Client
New Business	£15.00	£25.00 - £50.00
Renewal	£15.00	£25.00 - £50.00
Mid Term Adjustments	£15.00	£15.00 - £25.00
Lost Papers or Documents	£15.00	£15.00 - £25.00
Temporary Change	£15.00	£15.00 - £25.00
Cancellation	£25.00	£30.00 - £50.00

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 50% of the premium, and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. To the extent that it is not possible for an amount to be given the firm will provide the basis for its calculation.

Remuneration

In good time before the conclusion of the initial contract of insurance and if necessary, on its amendment or a renewal the firm will advise you:

- (a) On the **nature**/type of remuneration the firm received in relation to the contract of insurance
- (b) In relation to the contract of insurance the **basis**/source of the remuneration
- (c) The basis of a combination of any type of remuneration set out below:
 1. A fee that is remuneration paid directly by you to the firm or;
 2. A commission of any kind that is a remuneration included in the premium or;
 3. Any other type of remuneration including an economic benefit of any kind offered or given in connection with the contract.

You are entitled, at any time, to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. Please ask us should you require further information. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a Finance Provider selected from a limited panel, and we may receive a commission for introducing you to them. The firm will advise the client of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect the impartiality of the firm in recommending a particular product or have a material impact on the clients transactional decision.

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following: Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned including any cancellation fees. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25.00.

Complaints

It is our intention to provide you with the highest possible level of client service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Eric Richardson
- By telephone on 0141 561 9000
- By Fax on 0141 561 9001
- By e-mail at eric.richardson@boydinsurance.co.uk
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website www.financial-ombudsman.org.uk

Further details will be supplied at the time of responding to your complaint.

We are a firm that sell products online and are required to inform you of the availability of the online dispute resolution (ODR) platform to assist you if we are unable to resolve your complaint. This facility will direct you to the alternative disputes resolution (ADR) provider for the firm who in this case is the Financial Ombudsman Service (FOS) and you may therefore wish to contact them direct.

More details are available on <https://webgate.ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme depending on the type of business and circumstances of the claim if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk.

Confidentiality and Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice' attached to these terms of business.

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

Termination of our authority to act on your behalf

You or we may terminate our authority to act on your behalf by providing at least 14 days' notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

PRIVACY NOTICE

Important notice

This is the privacy notice of Boyd Insurance (a trading style of Boyd & Company Limited - registration number: SC161696) whose registered office is at 5 Mill Street, Paisley, PA1 1LY referred to as we, **us** or **our** in this privacy notice.

This privacy notice sets out how we collect and process your personal data. This privacy notice also provides certain information that is legally required and lists your rights in relation to your personal data.

This privacy notice relates to personal information that identifies you as a natural person (whether you are an actual or potential customer, an individual who browses our website or an individual outside our organisation with whom we interact). We refer to this information throughout this privacy notice as personal data or personal information and further detail of what this includes are set out in this privacy notice below.

The privacy and security of your personal information is very important to us so we want to assure you that your information will be properly managed and protected by us at all times. Please read this privacy notice carefully as it explains how we may collect and use your personal data.

This privacy notice may vary from time to time so please check it regularly. This privacy notice was last updated on July 2020

How to contact us

Controller and contact details

For the purposes of relevant data protection legislation, we are a **controller** of your personal data. As a controller we use (or **process**) the personal data we hold about you in accordance with this privacy notice.

If you need to contact us in connection with the use or processing of your personal data, then you can do so using our contact details as set out below.

Data Protection Representative

Our Data Protection Representative is Margaret Richardson, who you can contact at 5 Mill Street, Paisley, PA1 1LY

What information we hold about you and where we obtain this from

The personal data that we collect about you may include the following information:

- Personal data you provide to us in person, via our website or by telephone
- Personal data you provide when you enquire about insurance, or when you purchase a policy, through us, including information about what and/or who you want to insure, such as vehicle details, business activities, your home or travel details
- General information about you, such as your name, address, contact details and date of birth
- Personal data you provide if you subscribe to any of our mailing or newsletter services
- Your claims and credit history
- Financial details, such as your bank account and card details
- Criminal convictions
- Information about your use of our website such as your IP address, which is a unique number identifying your computer, including personal data gathered using cookies

In addition, we may obtain certain special categories of your data (**special categories of data**) and data about criminal convictions, and this privacy notice specifically sets out how we may process these types of personal data. The special categories of data are data concerning health.

We collect your personal data from you as a controller when we obtain quotations for insurance for you, when we set up your policy for you and when we make changes to your policy for you. This may also involve the collection of data from or about others who are associated with you and your insurance policy such as other persons insured on your policies or your employees or representatives. By giving us information about someone else for the purpose of arranging insurance for them under your policy such as named driver, employee or travel companion etc. you confirm that you have their permission to do so and that you have shared this privacy notice with them.

By asking us to arrange a contract of insurance for you where this involves passing information to us relating to children, you confirm to us that in doing so you are the responsible guardian of the child.

We also collect information from publically available sources and third party databases made available to the insurance industry for the purposes of reducing fraud and financial crime as well as any other third party databases where your personal data may be held, provided such third parties have lawful bases on which to share such personal data with us.

How we use your personal data and the lawful basis for doing so

Where we are relying on a basis other than consent

We may rely on one or more of the following legal bases when processing your personal data for the following purposes:

Purposes for which we process your personal data	The basis on which we can do this (this is what the law allows)
In order to perform our contractual obligations to you. This would include our fulfilling your requests for insurance services (including obtaining insurance for you, fulfilling requests for mid-term adjustments and obtaining renewals)	The processing is necessary in connection with any contract that you may enter into with us
To administer your account, including financial transactions for insurance broking	The processing is necessary in connection with any contract that you may enter into with us
To assist in the prevention and reduction of fraud and other financial crime	The processing is necessary for us to comply with the law and our legal requirements
In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded	The processing is necessary to pursue our legitimate interest in the management and operation of our business
To let you know about similar products and services that may be of interest to you	The processing is necessary to pursue our legitimate interest in operating our business

Special categories of data and criminal convictions

We may also need to collect special categories of data from you such as information about your health, in order for us to perform our contractual obligations to you the lawful basis on which we can do this is that processing is necessary (a) for an insurance purpose (b) is of personal data revealing racial or ethnic origin, religious or philosophical beliefs or trade union membership, generic data or data concerning health and (c) is necessary for reasons of substantial public interest. We may also process information on criminal convictions data which we may share with third parties under the processes of (a) and (b) above.

Insurance purposes mean (a) advising on, arranging, underwriting or administering an insurance contract (b) administering a claim under an insurance contract or (c) exercising a right or complying with an obligation, arising in connection with an insurance contract, including a right or obligation arising under an enactment or a rule of law.

Who we pass your personal data to

We may need to pass your personal data to other companies which may include:

- Other companies or brands within our group of companies, for example if we are unable to provide a suitable insurance policy on request or at renewal we will check if any of our associated group companies can provide you with suitable cover
- The insurers, intermediaries and third party service providers that we use for the purpose of arranging and administering your insurance policy. This may also include risk management assessors, uninsured loss recovery agencies, premium finance providers and other third parties involved (directly or indirectly) in the administration of your insurance and its associated benefits
- Firms that provide administration and processing services to us or on our behalf under contract in order to complete activities such as claims handling, IT systems and administrative services and other activities set out in this privacy notice, as well as support activities such as finance and auditing services
- Organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies
- Other organisations where we have a duty to or are permitted to disclose your personal information by law, for example if we received a valid request from the police or other third party organisation in the interest of preventing and detecting crime
- Fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud
- Credit reference agencies to check your credit history. This check will be recorded on your credit reference file without affecting your ability to apply for credit or other financial products
- Third parties we use to recover money you may owe us or to whom we may sell your debt
- Another company, if our business or part of it is bought or taken over by that company to make sure your insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over

The information you share with us may be transferred by us or any of the types of firms or organisations we have noted above, to other countries in order for processing to take place, including locations outside of the UK and the European Union. We will only do so if there are adequate levels of protection in place as required by applicable data protection laws.

Accessing our website and cookies

When you visit one of our websites we may collect information from you, such as your email address, IP address and other online identifiers. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit. We use third parties to collate IP addresses to help us understand our Internet traffic data and data regarding your browser type and computer. We may also use web usage information to create

statistical data regarding the use of our website. We may then use or disclose that statistical data to others for marketing and strategic development purposes, but no individuals will be identified in such statistical data.

We may use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website, but not on your computer. Pixel tags usually work together with cookies to help us to give you a more tailored service. We also use cookies and pixel tags in our email communication to personalise the email and track whether the email has been opened and whether the recipient has used any website links contained in the email communication. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found at <http://allaboutcookies.org>.

Internet browsers normally accept cookies by default, although it's possible to set a browser to reject cookies. We'll ask your permission before using any cookie that's not essential to the email or the use of the website. However, refusing to accept cookies may restrict your use of our website and/or delay or affect the way in which our website operates. You can find more information on cookies when you visit our website.

The open nature of the internet is such that data may flow over networks without security measures, and may be accessed and used by people other than those for whom the data is intended. While this is outside of our control, we do take the protection of your information very seriously and aim to apply appropriate levels of security at all times.

Closed circuit television (CCTV)

Where CCTV is used, we have identified and documented the potential impact on individuals' privacy and have taken this into account when installing and operating the CCTV system. We regularly review whether CCTV is still the best security solution.

We will clearly inform individuals of our use of CCTV and we only retain recorded CCTV images for long enough to allow for any incident to come to light (e.g. for a theft to be noticed) and to investigate it. We will respond to individuals or organisations making requests for copies of their images on our CCTV footage and will seek prompt advice from the Information Commissioner where there is any uncertainty. We securely store CCTV images, limit access to authorised individuals and regularly check that the CCTV system is working correctly. We have a nominated individual who is responsible for the operation of the CCTV system.

Your Rights

We will only store your data for as long as is necessary to comply with the requirements of your insurance contract(s) and any legal obligations or lawful processing conditions that may exist as a result. You have a number of rights concerning the personal information we use, which you may ask us to observe. In some cases even when you make a request concerning your personal information, we may not be required, or be able to carry out your request as this may result in us not being able to fulfil our legal and regulatory obligations under the lawful processing conditions under which we hold your data or because there is a minimum statutory period of time for which we have to keep your information. If this is the case, we'll let you know our reasons.

You can ask us to:

- Provide a copy of your personal information
- Correct or delete unnecessary or inaccurate personal information
- Restrict or to object to the use of your personal information at any time
- Object to any automated decision, including profiling which may have been used by insurers when underwriting your quotation. Where an automated decision has been made we will advise you of this and of your rights
- Provide your personal data in a structured, commonly used and machine-readable format and to have your personal data transferred to another controller. This right only applies where our processing of your personal data is automated and the processing took place initially with your consent or for the performance of a contract with you
- Where we rely on your consent to use your personal information, you can withdraw that consent at any time. Where your consent is withdrawn, your previous consent will remain valid in respect of our use of your information prior to the date you withdrew it, or if any marketing material has been sent prior to you advising that you don't want us to contact you again

If you have any questions or concerns about this privacy notice or your data protection rights please contact us using our details set out at the beginning of this privacy notice.

You also have the right to make an enquiry or to complain to the Information Commissioner's Office (ICO) if you are unhappy with our use of your data, or if you think we have breached a legal requirement. Further details about the ICO are available at: www.ico.org.uk.

How we contact you about other products and services

We may from time to time process your personal data to let you know about similar products and services that may be of interest to you. This is because we value your custom and we pride ourselves in offering professional and tailored advice which meets your specific insurance needs. This includes keeping you informed on the latest insurance and industry information and details of any offers or promotions relating to the insurance services we provide to you. Our lawful basis for processing your personal data in this way is as is necessary to pursue the legitimate interests of our business, unless we have otherwise obtained your consent to do so. We may contact you by post, telephone or e-mail. You will be given the option to stop receiving any communications from us in this regard at any time however please note that this will not affect us contacting you about the servicing of products that you have specifically requested from us.

