

Marsh Ltd

Legal and Protection Services

Information Sheet for Bonds of Caution

Introduction

Marsh Ltd is an insurance intermediary and risk consultant.

Please read this document carefully as it contains important information.

You will not receive advice or a recommendation from us with regard to Bonds of Caution.

All communications with you regarding this Bond will be in English.

How we are regulated

Marsh Ltd is authorised and regulated by the Financial Conduct Authority (FCA) for General Insurance Distribution and Credit Broking (Firm Reference No. 307511). You can check our authorisation on the Financial Services Register by visiting their website at www.fca.org.uk/register/ or by calling 0800 111 6768.

Marsh Ltd is 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. General insurance advising and arranging is covered for 90% of the claim, without any upper limit. For Professional Indemnity insurances and compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Complaints

If you wish to register a complaint please contact your regular Marsh contact or:

Head of Quality
Marsh Ltd
Tower Place
London EC3R 5BU

Phone: 020 7357 1000
Email: quality.feedback@marsh.com

Please quote your Bond certificate number.

Should you remain dissatisfied with the way we resolve a complaint, you may have the right to refer to the Financial Ombudsman Service, free of charge. Their address is:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR. Tel: 0800 023 4567.

Email: complaint.info@financial-ombudsman.org.uk. Further information can be found on the Financial Ombudsman Service website.
FOS Website: <http://www.fos.org.uk/>

Our information and/or documentation can be made available in a larger font, or an alternative format, on request. Please contact us for further details.

How we are paid

We are paid by commission from the insurer (cautioner). We will disclose commission amounts, or the basis of a calculation, to you on request.

Our relationship with the insurer (cautioner)

When placing insurances we normally act as our clients' agent. In placing this cover, Marsh Ltd has a "delegated authority" granted to us by the insurers (cautioners) which means that we act as agent of the insurer (cautioner) and have authority to accept insurance risks and issue documentation on their behalf.

As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:

- where we are required to switch insurers during the lifetime of a bond, at the outset of the negotiations, to provide insurers with the terms of the policy, including pricing, and/or a pricing objective for your placement;
- during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and
- at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.

Governing law

This Bond is governed by and shall be construed in accordance with Scottish law.

Remember to tell us of any changes to your details

If you change address, please let us know.

Increasing or decreasing the value of the Bond

The Court will direct any increase or decrease in the value of the Bond.

Making a claim

The Court will direct forfeiture of the Bond.

Client money

If we hold money on a client's behalf, it will be held in a trust fund that is separate from our own cash assets. These separate trust fund arrangements are commonly known as "client money". If we were ever unable to pay our debts, then those to whom we owe money (our creditors) should not be able to make claims on our client money in the separate trust funds as it does not form part of our own cash assets.

The trust arrangement we use for client money is known as a non-statutory trust. Here, we may use premiums and claims monies we receive to cross-fund clients' premiums and claims; for example we may pay a premium on to an insurer before we have received it from the client if we believe it is in the best interests of that client.

We have agreements with some insurers (known as "risk transfer agreements"). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium client money that you have already paid to us and that they remain responsible for any premium refund or claims payments client money until the premium refund or claim payment is received by you. In this case we may hold client money due to or from the insurers in the same trust fund.

Where we do not have risk transfer agreements in place with insurers the client money we hold will still be protected within the non-statutory trust but will be known as "non risk transfer" client money. Non risk transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh's non risk transfer clients.

We do not use client money to pay ourselves commission before we receive your premium.

When we hold client money on trust for you this gives rise to fiduciary duties upon us that will not be discharged until the client money is deemed to have reached the insurer or product (provider as detailed above, this is when we receive premium in the case of risk transfer agreements).

Without affecting our fiduciary duties to you, in some cases we may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask us not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask us not to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

If, in the process of handling client money, we earn interest or benefit from investment income or from foreign exchange rate movements, we will keep any such amounts.

Data protection

The parties both warrant that they will comply with the provisions of the applicable UK law (including the Data Protection Act 2018), EU law (including the General Data Protection Regulation (Regulation EU 2016/679)) and any other data protection laws applicable to the Bond.

To provide our services, we will collect and use information about individuals, such as their name and contact details, which may also include special categories of personal data (e.g. health information) and information relating to criminal convictions and offences. The purpose for which we use personal data may include arranging insurance cover, handling claims and for crime prevention and detection. More information about our use of personal data is set out in the Marsh Privacy Notice available at <https://www.marsh.com/uk/privacy-notice.html>. You or the data subjects whose data you provide to us can also request a copy of the Marsh Privacy Notice by email or writing to the Data Protection Officer, Marsh Ltd, Tower Place, London EC3R 5BU or dataprotection@marsh.com. We recommend that you review this notice.

Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, sub-contractors, our affiliates and to certain regulatory bodies who may require your personal data themselves for the purposes described in the Marsh Privacy Notice.

Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside of the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.

Use of personal data based on consent: in some circumstances, we may need to collect and use special categories of personal data. Where your consent to this processing is necessary for us to provide you with the relevant services, this consent may be withdrawn at any time, but if it is, we may be unable to continue to provide our services and this may mean that we are unable to process an enquiry or claim or that the applicable insurance cover will stop.

Where you are providing us with personal data about a person other than yourself, you agree to notify them of our use of their personal data and, where necessary, obtain their consent to our use of certain special categories of personal data such. You agree that our provision of the services to you is conditional on you providing such notices and obtaining such consents. Where the consent of such third party is required, they may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.

We will maintain appropriate data security procedures designed to protect against loss or compromise of personal data.

Access rights

You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or our-of-date information. Should you wish to do so or if you have any questions about our use of the personal data you provide please contact your regular Marsh contact or write to the Data Protection Officer, Marsh Ltd, Tower Place, London EC3R 5BU or dataprotection@marsh.com.