

Choice of Law

The appropriate law as set out below will apply unless you and the Surety agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please write to or telephone your insurance advisor or telephone us on 01603 687737. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Data Protection Act

For the purposes of the Data Protection Act 2018, the Data Controller[s] in relation to any personal data you supply are Independent Commercial Broking Limited and Aviva Insurance Limited.

Bond and Insurance Administration

Your information may be used for the purposes of bond and insurance administration by the surety, its associated companies and agents by reinsures and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the surety's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In assessing any claims made, the surety or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions).

Information may also be shared with other sureties and insurers either directly or via those acting for the surety (such as loss adjusters or investigators).

Sensitive Data

In order to assess the terms of the bailiff bond or administer claims that arise, the surety may need to collect data that the Data Protection Act defines as sensitive (such as criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the surety or its agents.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of bonds, insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts, bonds or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Claims History

- You must tell us about any bond related incidents whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for bonds, in the event of any incident or claim to validate your claims history or that of any other person or property likely to be involved in the bond or claim.

You should show these notices to anyone who has an interest in the bond under the policy.

Material Facts: Important Notice

All material facts must be disclosed. A material fact is one that is likely to influence the surety in the acceptance and assessment of this risk presentation. If you are in any doubt as to whether a fact is material then it should be disclosed to the surety.

We recommend you keep a record (including copies of letters) of all information provided to the surety for your future reference. A copy of the completed application form will be supplied on request.

Disclosures should be clear and specific. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to the surety's attention.

Declaration

I/We understand the contents of this completed application and I/we declare that the information given is, to the best of my/our knowledge and belief correct and complete. I/We agree that the statements in this application shall form the basis of the bond provided by the surety to myself/ourselves and if the risk is accepted I/we undertake to pay the premium when called upon to do so. I/We understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the surety's compliance with any regulatory rules/codes.

In consideration of Aviva Insurance Limited (hereinafter referred to as "The Surety") agreeing to act as my surety in respect of my duties as an Enforcement Agent for myself, my heirs, Executors, and/or Administrators hereby undertake and agree to indemnify The Surety against all loss, costs, charges, and expenses which The Surety may incur by acting as surety as aforesaid and I agree that the indemnity hereby given by me is irrevocable.

Signature: **Date:**

Name in Block Capitals: