

# RULES

ROAD AND SEWER BOND

VERSION 2



# Road and Sewer Bond Rules

These road and sewer bond rules (the “**Rules**”) are issued together with your **R&S Bond Facility Information Memorandum** and each **Quotation Document** and set out the terms and conditions which govern the issue of any **R&S Bond** you ask MD Insurance Services Limited (trading as Premier Guarantee) (hereinafter the “**Scheme Administrator**”) acting as agent of the **Surety** (as defined below) to issue under your facility for the benefit of a **Beneficiary** in relation to the construction and maintenance by the **Developer** of adoptable roads and sewers at the **Development Site**.

**R&S Bonds** are administered by the **Scheme Administrator** in its capacity as managing general agent, acting for and on behalf of HCC International Insurance Company Plc (trading as Tokio Marine HCC) as the surety provider (hereinafter “**TMHCC**” or the “**Surety**”).

The **Scheme Administrator** is registered in England and Wales under company number 03642459 with its registered office situated at 2 Shore Lines Building, Shore Road, Birkenhead CH41 1AU. The **Scheme Administrator** is authorised and regulated by the Financial Conduct Authority (“**FCA**”).

**TMHCC** is registered in England and Wales under company number 01575839 with its registered office situated at 1 Aldgate, London EC3N 1RE. **TMHCC** is authorised by the Prudential Regulation Authority (“**PRA**”) and regulated by the **FCA** and the **PRA** in the United Kingdom.

The issue of any **R&S Bond** will incur an **Initial Premium** charge based in part on the **Surety’s** rating for the **Developer** at the time of its review of the **Application Form** and calculated by reference to a time period specified in the **Quotation Document**. Further **Additional Premium** / charges will apply if a **R&S Bond** remains outstanding beyond that time period for which **Initial Premium** was charged. These Premium / charges are further explained in Clause 10 – Premium/ Charges.

The **Scheme Administrator** reserves the right to amend or replace these **Rules** entirely at its own discretion and the **Scheme Administrator** will notify the **Developer** of the effective date of any replacement or modified **Rules**.

Please read this document carefully. By applying for the issue of a **R&S Bond** and accepting the **Quotation Document** issued by the **Scheme Administrator** on behalf of the **Surety**, you will be deemed to have agreed to and be irrevocably and unconditionally bound to comply with the terms and conditions of these **Rules**. If you have any questions regarding the **Rules** or the process for arranging the issue of **R&S Bonds**, you can write to the **Scheme Administrator** at the address noted above or contact us by telephone on 0800 107 8446 or by email at [bonds@premierguarantee.co.uk](mailto:bonds@premierguarantee.co.uk).

Please note that the **Scheme Administrator** does not offer advice and will not in any circumstances guarantee or warrant the solvency of the **Surety**. The **Scheme Administrator** will issue you with a **Bond Quotation**, outlining the terms and conditions and details of the **Premium** quoted. The **R&S Bond** will be issued to you as soon as possible once cover has been approved by the **Surety** and we are in receipt of all required information / documentation in a satisfactory state.

**Please always quote your warranty or R&S Bond reference number on any correspondence.**

These **Rules** and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

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## 1.0 DEFINITIONS AND INTERPRETATION

1.1 In these **Rules**, unless the context otherwise requires, the following terms shall have the following meanings:

<b>Additional Premium</b>	The premium amount (including any tax) payable by the <b>Developer</b> to the <b>Scheme Administrator</b> as agent on behalf of <b>TMHCC</b> for the <b>R&amp;S Bond</b> upon and following the expiry of the <b>Up-front Payment Period</b> and in respect of the balance of the <b>Bond Term</b> on an annual in advance basis. See Clause 10 – Premium / Charges.
<b>Adoption / Vesting Certificate</b>	The formal written document issued by the <b>Beneficiary</b> to the <b>Scheme Administrator</b> confirming the adoption of the <b>Building Works</b> .
<b>Anticipated Release Date</b>	The date given by the <b>Developer</b> to the <b>Scheme Administrator</b> in the <b>Application Form</b> as the <b>Developer's</b> best estimate of the date by which the <b>Scheme Administrator</b> will receive the <b>Adoption / Vesting Certificate</b> for the <b>Building Works</b> which are the subject of the relevant <b>R&amp;S Bond</b> .
<b>Application Form</b>	The application form completed by a <b>Developer</b> in respect of a <b>R&amp;S Bond</b> together with all supplementary information / documentation in respect of itself and the requested <b>R&amp;S Bond</b> provided in connection with such application.
<b>Beneficiary</b>	A local authority, water company, urban development corporation, government department or other public or private body having the benefit of cover under the <b>R&amp;S Bond</b> .
<b>Bond Term</b>	The period of time from the date of issue of the <b>R&amp;S Bond</b> to the date upon which the <b>Surety</b> has been released and discharged absolutely from all and any liability thereunder to the <b>Surety's</b> absolute satisfaction – whether as a result of the issue by the <b>Beneficiary</b> of the <b>Adoption / Vesting Certificate</b> or otherwise.
<b>Building Works</b>	The bonded works detailed in the <b>R&amp;S Bond</b> .
<b>Deed of Indemnity</b>	Each and any deed of indemnity or equivalent arrangement entered into by, amongst others, a <b>Developer</b> (as 'Indemnitor') and the <b>Surety</b> documenting, amongst other matters, the terms upon which the <b>Developer</b> shall indemnify the <b>Surety</b> in respect of any losses arising as a result of issuing a <b>R&amp;S Bond</b> .
<b>Developer</b>	Any person or body corporate undertaking or arranging for the undertaking of the <b>Building Works</b> which is the subject of the <b>R&amp;S Bond</b> .
<b>Development Site</b>	The development site location as stated in the <b>Application Form</b> .
<b>Initial Premium</b>	The premium amount (including any tax) payable by the <b>Developer</b> to the <b>Scheme Administrator</b> (acting as agent on behalf of <b>TMHCC</b> ) for the issue of the <b>R&amp;S Bond</b> . Such amount payable by the <b>Developer</b> before the <b>R&amp;S Bond</b> is issued and calculated at the rate and by

reference to an initial time period (“**Up-front Payment Period**”) detailed in the **Quotation Document**.

**Legislation**

Any of the following:

Roads

- Section 38, Highways Act 1980 (Adoption of a New Highway);
- Section 278, Highways Act 1980 (Alteration to a Public Highway);
- Section 220, Highways Act 1980 (Advanced Payment Code);
- Section 21, Roads (Scotland) Act 1984 (Adoption of a New Highway);

Sewers

- Section 98, Water Industry Act 1991 (Sewer Requisition);
- Section 104, Water Industry Act 1991 (Sewer Adoption);
- Section 185, Water Industry Act 1991 (Public Sewer Diversion);
- Article 161, Water and Sewerage Services Act (Northern Ireland) 2016 (Sewer Adoption),

or as otherwise agreed in writing by the **Scheme Administrator**.

**Initial Premium** and/ or **Additional Premium** (as the case may be)

**Premium**

**Quotation Document**

The document issued by the **Scheme Administrator** to the **Developer** setting out the terms on which the **Scheme Administrator**, as agent of the **Surety**, is prepared to issue a **R&S Bond**.

**R&S Bond**

Any surety bond, guarantee, undertaking, indemnity or other obligatory instrument (including unconditional obligations in the nature of letters of credit in whatever form or any “on demand” bond or guarantee to which payment may be demanded without further proof or condition) issued or to be issued by the **Scheme Administrator** as agent for and on behalf of the **Surety** in respect of the obligations of the **Developer** (as bonded principal) to complete (as the case may be) road or sewer works to a specified standard documented in an agreement (adoption or otherwise) entered into by the **Developer** with a **Beneficiary** pursuant to the relevant **Legislation** or as otherwise agreed in writing by the **Scheme Administrator**.

**R&S Bond Facility Information Memorandum**

The Information Memorandum which the **Scheme Administrator** issues, as agent of the **Surety**, to the **Developer** or a member of the **Developer’s** corporate group setting out the terms of a limited term, uncommitted **R&S Bond** facility pursuant to which the **Scheme Administrator**, as agent of the **Surety**, may issue **R&S Bonds** and **R&S Bond Facility** shall be construed accordingly.

**R&S Bond Value**

The maximum liability amount of the **Surety** specified in the **R&S Bond**.

**Up-front Payment Period**

Has the meaning given in the definition of **Initial Premium**.

## 2.0 SERVICE

- 2.1 The **Scheme Administrator** reserves the right to decline any **R&S Bond** application and may change applicable terms and conditions at any time subject to notification.
- 2.2 Unless specifically agreed by the **Scheme Administrator**, the **Surety** does not provide 'performance bonds' (i.e. the **Surety** does not guarantee works to be carried out by any party). A **R&S Bond** is a conditional undertaking to pay a sum of money with a view to assisting a **Beneficiary** to complete the work concerned in the event that the **Building Works** noted in the **R&S Bond** are not completed.
- 2.3 Before any **R&S Bond** is issued by the **Scheme Administrator**, as agent of the **Surety**, the **Developer** and, where applicable, others must enter into a **Deed of Indemnity** (as Indemnitors) in the form stipulated by the **Surety**. If the **Developer** is already party to a **Deed of Indemnity** in favour of the **Surety** this may not be necessary.
- 2.4 Nothing in these **Rules** obliges the **Scheme Administrator** or **Surety** to issue or enter into any **R&S Bond**. The **Scheme Administrator** and **Surety** reserve the right to decline to issue or enter into any **R&S Bond**.

## 3 CONDITIONS OF APPLICATION

- 3.1 The **Scheme Administrator** will only consider a **R&S Bond** application if:
- 3.1.1 the **Application Form** is submitted by a **Developer** registered with the **Scheme Administrator** with a **Premium** rating of 1\*+ to 6;
  - 3.1.2 the **Developer** meets minimum financial scoring and assessment criteria;
  - 3.1.3 the **Developer** has agreed to enter into a **Deed of Indemnity** or is already party to a **Deed of Indemnity** in favour of the **Surety**;
  - 3.1.4 the **R&S Bond** is required in connection with the **Legislation** or as otherwise agreed in writing by the **Scheme Administrator**;
  - 3.1.5 it relates to a **Development Site** on which all homes serviced by the **R&S Bond** will be registered with the **Scheme Administrator** for building structural warranty cover under one of the **Scheme Administrator's** schemes;
  - 3.1.6 the **Development Site** includes an element of residential development;
  - 3.1.7 for multi-phased developments, each phase is covered by a separate **R&S Bond**;
  - 3.1.8 the **Building Works** noted in the **R&S Bond** and the **Anticipated Release Date** will be completed/ occur within a maximum of five years from the date of the **Application Form**;
  - 3.1.9 the **R&S Bond** has a fixed **R&S Bond Value**;
  - 3.1.10 the full name of the **Surety** is noted within the **R&S Bond**; and
  - 3.1.11 the proposed **R&S Bond** is an approved form of bond (e.g. the Home Builders Federation or the Local Government association forms) or otherwise acceptable to the **Scheme Administrator** in its absolute discretion.

## 4 BOND APPLICATION PROCESS

- 4.1 In order for an application for a **R&S Bond** to be considered, the **Developer** must provide the **Scheme Administrator** with the following documentation:
  - 4.1.1 A completed and signed **Application Form**.
  - 4.1.2 A copy of the proposed **R&S Bond**.
  - 4.1.3 A site plan of the **Development Site**, which clearly identifies the units to be served by the **R&S Bond** and the location of the **Building Works**.
  - 4.1.4 A copy of the Construction Consent (Scotland only).
  - 4.1.5 For anything non-standard (e.g. joint applications, indexation clauses, extended maintenance periods) full details of the non-standard arrangement. **Surety** consent will be required and special terms may apply.
  - 4.1.6 The latest full annual accounts (not abbreviated accounts) will be required (please note this will not be required with every **R&S Bond** application if previously provided).
  - 4.1.7 Any additional information, such as latest management accounts, that may be requested by the **Scheme Administrator** to fully consider the application.
- 4.2 The **Scheme Administrator** shall, at its sole discretion, apply a limit for the **R&S Bond Value** of each **R&S Bond** issued to a **Developer** under your **R&S Bond Facility**. See your **R&S Bond Facility Information Memorandum** for detail.
- 4.3 The **Scheme Administrator** shall, at its sole discretion, apply a limit for the aggregate **R&S Bond Value** of any outstanding **R&S Bonds** issued to a **Developer** under your **R&S Bond Facility**. See your **R&S Bond Facility Information Memorandum** for detail.
- 4.4 Where the **Developer** is part of a corporate group registered with the **Scheme Administrator**, the **Scheme Administrator** may, at its sole discretion, apply a limit for the aggregate **R&S Bond Value** of any outstanding **R&S Bonds** issued for and on behalf of members of the **Developer's** corporate group under your **R&S Bond Facility**.
- 4.5 A **Developer** may, with the **Scheme Administrator's** prior written consent, be permitted to exceed any limit referred to in Clauses 4.2, 4.3 and 4.4.
- 4.6 The **Scheme Administrator** reserves the right to charge a non-refundable application fee, payable by the **Developer** upon submission of the **Application Form** for the **R&S Bond** application.
- 4.7 Upon receipt of the **Application Form** and documents / information referred to above, if the documents / information received is acceptable to the **Scheme Administrator** and the **Surety** is willing to support the issue of the **R&S Bond**, the **Scheme Administrator** will issue the **Developer** with a quotation outlining the relevant terms and conditions, including an invoice for the applicable **Initial Premium** to be paid. If the **Scheme Administrator** is unable or declines to provide a quotation, it will inform the **Developer** in writing.
- 4.8 If any additional information is requested by the **Scheme Administrator**, or missing from the original **Application Form**, and is not provided to the **Scheme Administrator** within 30 days of any application or request, the **Scheme Administrator** reserves the right to decline to offer the **Developer** a quotation.
- 4.9 If the quotation is acceptable to the **Developer**, the **Developer** must sign and return to the **Scheme Administrator** a copy of the **Quotation Document** acceptance, together with full **Initial Premium** payment, as detailed in the invoice. Please note that the **Scheme Administrator** will not issue, as

agent of the **Surety**, any **R&S Bond** without first having received payment of the full **Initial Premium**.

- 4.10 By returning a signed copy of the **Quotation Document** acceptance, the **Developer** agrees to be bound by the terms and conditions of the **Quotation Document** and these **Rules**.
- 4.11 Following receipt of both a copy of the signed **Quotation Document** acceptance and the **Initial Premium**, the **Scheme Administrator** will execute the **R&S Bond** as appointed attorney of the **Surety** and return the original to the **Developer** within two weeks.
- 4.12 The **Developer** must ensure that a fully executed original copy of the **R&S Bond** is provided to the **Scheme Administrator** within one calendar month of execution by the **Scheme Administrator**.

## 5 COMMENCEMENT

**Building Works** at the **Development Site** must be due to start under the relevant **R&S Bond** within one year of the date of **Application Form**.

## 6 COMPLETION

- 6.1 All **Building Works** that are the subject of a **R&S Bond** (including any post-construction maintenance work) must be due to be completed within a maximum period of five years from the commencement date stated in the **Application Form**.
- 6.2 Once each stage / part of the **Building Works** as detailed in the **R&S Bond** is completed, the **Developer** must confirm any reductions affecting the **R&S Bond Value** to the **Scheme Administrator** by providing a copy of any relevant acknowledgement (e.g. a Partial Completion Certificate) received from the **Beneficiary**.
- 6.3 The **Developer** will not be entitled to receive return **Premiums** or fees in respect of any part reductions or early release or cancellation of any **R&S Bond**.
- 6.4 When the **Building Works** have been adopted by the **Beneficiary**, the **Developer** must promptly provide the **Scheme Administrator** with a copy of the **Adoption / Vesting Certificate** confirming that the **Surety** is released from its obligations under the terms of the **R&S Bond**. The **Developer** must use all reasonable endeavours to procure the **Beneficiary** of a **R&S Bond** to issue and deliver to the **Scheme Administrator** formal confirmation of the expiry date of the **R&S Bond**.
- 6.5 If the **Developer** fails to provide the **Adoption / Vesting Certificate** to the **Scheme Administrator** within the **Up-front Payment Period**, the **Developer** will be liable to pay **Additional Premiums** in accordance with Clause 10 – Premium / Charges below.

## 7 RELEASE OF BONDS

- 7.1 If the **Building Works** do not commence within one year of the date of the **Application Form** and / or are not completed within five years by the **Developer**, the **Scheme Administrator** reserves the right to require the **Developer** to put alternative bond arrangements in place and release in full the obligations of the **Scheme Administrator** and the **Surety** under the terms of the original **R&S Bond**.
- 7.2 It is the **Developer's** responsibility to ensure that the **Beneficiary** and any other relevant parties execute and complete any **R&S Bond** to which the **Surety** is a party.
- 7.3 It is the **Developer's** responsibility, not the **Scheme Administrator's**, to obtain the **Beneficiary's** written acknowledgment of the reduction and eventual discharge of the **Developer's** obligations under each **R&S Bond**.

7.4 In the event that the **Scheme Administrator** has not received the **Beneficiary's** written notification that a **R&S Bond** has been discharged by the **Anticipated Release Date**, the **Developer** will continue to be liable to pay **Additional Premiums** to the **Scheme Administrator** (calculated in accordance with Clause 10 – Premium / Charges).

## 8 EXPIRY

8.1 The **Developer** shall inform the **Scheme Administrator** in writing of any of the following events:

8.1.1 if the **Developer** is in breach of any of its obligations under these **Rules**, any **Quotation Document** or under any **R&S Bond**;

8.1.2 if the **Developer** transfers ownership (or part ownership) of the **Development Site** to another party; and

8.1.3 if there is a change in ownership of the **Developer** without the **Scheme Administrator's** prior knowledge and formal confirmation of acceptance.

8.2 In the event of any of the circumstances listed in Clause 8.1 above occurring, the **Scheme Administrator** may, by written notice to the **Developer**:

8.2.1 require the **Developer** to procure that the **Surety** is released and discharged absolutely from all and any liability under the **R&S Bond** to the **Surety's** absolute satisfaction; and

8.2.2 impose additional conditions on the **Developer** on such terms as the **Scheme Administrator** may reasonably require.

For the avoidance of doubt, the arrangements above are without prejudice to any obligations of the **Developer** and rights of the **Surety** under any **Deed of Indemnity** or otherwise howsoever arising in respect the same subject-matter.

## 9 INDEMNITY

9.1 The **Developer** agrees to enter into a **Deed of Indemnity**.

9.2 On behalf of the **Surety**, the **Scheme Administrator** may require other companies in the **Developer's** group of companies (including, without limitation, the parent or ultimate holding company of the **Developer**) to enter into a **Deed of Indemnity** as 'Indemnitors' (whether or not the other companies in the group, parent or holding company is itself registered with the **Scheme Administrator**).

9.3 The **Developer** agrees to carry out and complete (or to procure the carrying out and completion of) the **Building Works**. If the **Building Works** are not carried out and completed to the satisfaction of the **Beneficiary**, the **Surety** may, at its sole discretion and without reference to and at the **Developer's** expense, either arrange to have the work done, or reimburse the **Beneficiary** for the cost of the **Building Works**. In this event, the **Developer** agrees and accepts that any costs incurred by the **Surety** will be indemnified in full by the **Developer** and recoverable under the terms of the **Deed of Indemnity**.

9.4 Nothing in these **Rules** limits or impairs in any way any other rights that the **Scheme Administrator** and / or the **Surety** may have with respect to the **Developer's** obligations under the **Rules** or any indemnities or counter-indemnities (including the **Deed of Indemnity**) or any other agreements entered into at any time between the **Scheme Administrator**, the **Surety** and / or the **Developer**.

9.5 Without limiting any of the **Scheme Administrator's** or **Surety's** rights, any payment made by the **Surety** to a **Beneficiary** under a **R&S Bond**, will immediately become due and payable as a debt from the **Developer** to the **Surety** on the date of such payment to the **Beneficiary**, without notice or demand to the **Developer**.

## 10 PREMIUM / CHARGES

- 10.1 The issue of a **R&S Bond** will incur a Premium charge which will be based in part on the **Scheme Administrator's** rating for the **Developer** at the time of its review of the **Application Form**. This Premium charge will be detailed on the **Quotation Document**.
- 10.2 Once the **Initial Premium** and any application fee has been paid and the **R&S Bond** has been issued, all such **Initial Premium** / application fee (and any **Additional Premium** and administration fees subsequently paid) will be regarded as fully earned and non-refundable.
- 10.3 Regardless of the **Anticipated Release Date** provided, the **Initial Premium** will be charged by reference to the **Up-front Payment Period** specified in the **Quotation Document**. If the **Surety** has not been released and discharged absolutely from all and any liability under the **R&S Bond** to the **Surety's** absolute satisfaction – whether as a result of the issue by the **Beneficiary** of the **Adoption / Vesting Certificate** or otherwise - before the expiry of the **Up-front Payment Period** the **Developer** will automatically and immediately become liable to pay **Additional Premiums**, which will be calculated on the following basis:
- 10.3.1 Unless otherwise specified in the **Quotation Document** and subject to Clause 10.3.4, the **Additional Premium** rate is the same as the **Initial Premium** rate.
- 10.3.2 The **Additional Premium** charged will be payable on the **R&S Bond Value** prevailing on the relevant anniversary date of the **R&S Bond**.
- 10.3.3 The **Additional Premium** charge will be payable to the **Scheme Administrator** annually in advance on each anniversary of the date of issue of the **R&S Bond**.
- 10.3.4 The minimum **Additional Premium** charge is £500 per annum.
- 10.3.5 There are no return **Premiums** for any part periods or subsequent early release.
- 10.3.6 The **Scheme Administrator** reserves the right to amend these **Additional Premium** charges at any time giving no less than 30 days' notice.
- 10.4 In addition, Additional Premium 'Loading' as set out below shall apply and be charged together with **Additional Premium** from the "**AP Loading Date**" – being the date twelve (12) months following the **Anticipated Release Date** or, if that date is not an anniversary of the date of issue of the **R&S Bond**, the next following anniversary.
- 10.5 The minimum value of any Additional Premium 'Loading' is £100 per annum. (This is in addition to the **Additional Premium** – which itself has a minimum charge of (currently) £500 per annum).
- 10.6 Set out below is an example of the **Additional Premiums** which would be charged and Additional Premium 'Loading' charges paid by a **Developer** for each year from and including the **AP Loading Date**, based upon an original **R&S Bond Value** of £100,000 with an annual Premium rate of 0.7% of **R&S Bond Value** and with no **R&S Bond Value** reductions during the term of the **R&S Bond**:

Years after AP Loading Date	Additional Premium	'Loading' to the Additional Premium	Additional Premium 'Loading' only	Total Amount Payable per Annum
1	£700	0%	£0	£700
2	£700	20%	£140	£840
3	£700	50%	£350	£1,050
4	£700	80%	£560	£1,260
5	£700	110%	£770	£1,470
Each subsequent year	£700	150%	£1,050	£1,750

10.7 If, for whatever reason, the **Scheme Administrator** should be asked to re-issue a **R&S Bond**, a re-issue fee will be charged by the **Scheme Administrator** per **R&S Bond**, such fee to be determined on a case by case basis up to £500 + VAT (if applicable) per **R&S Bond**.

10.8 If the **Scheme Administrator** is asked to sign as agent of the **Surety** a deed of variation, or any other alteration of the **R&S Bond** (subject to acceptance), a fee may be charged by the **Scheme Administrator** of up to £250 + VAT (if applicable).

10.9 Failure to pay any **Additional Premiums** / **Additional Premium** 'Loading' charges will result in the suspension of the **R&S Bond Facility** and warranty developer registration.

## 11 CANCELLATION

11.1 If the **Developer** wishes to cancel a **R&S Bond**, the **Developer** must submit a request for cancellation in writing to the **Scheme Administrator**. For the avoidance of doubt, a request for cancellation must still be submitted once terms have been accepted by the **Developer**, even if the **R&S Bond** to be cancelled is yet to be signed.

11.2 In the event of cancellation, the **Scheme Administrator** will issue cancellation charges to the **Developer** in respect of services already rendered which will be calculated as follows:

### 11.2.1 Cancellation prior to a signed R&S Bond being issued/ executed

An administration fee will be charged to the **Developer** of up to a maximum of 20% of the **Initial Premium** specified in the **Quotation** Document depending on the amount of work undertaken – i.e. £1,000 quoted **Initial Premium** would equate to a £200 + VAT (if applicable) administration fee.

### 11.2.2 Cancellation following a signed R&S Bond being issued/ executed

Payment of all outstanding Premium and confirmation of the **Surety's** absolute release and discharge from all and any liability under the **R&S Bond** to the **Surety's** absolute satisfaction is required from the **Beneficiary** in writing before any cancellation request shall be considered.

An administration fee together with VAT (if applicable) of up to a maximum of 20% of the **Premium** charged by the **Scheme Administrator** in respect of that **R&S Bond** will also be charged. **Premium** paid will not be refunded.

## 12 COMPLAINTS

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us:

The Complaints Officer  
MD Insurance Services Limited  
2 Shore Lines Building  
Shore Road  
Birkenhead  
Wirral  
CH41 1AU

Email: [complaints@mdinsurance.co.uk](mailto:complaints@mdinsurance.co.uk)

Tel: 0151 650 4343

If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (“**FOS**”).

The **FOS** is an independent organisation which may be able to review your complaint for you. You can contact the **FOS** at:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 023 4567

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The **FOS’s** service is available to individual policyholders as well as charities, trustees and small businesses with an income or assets within set limits. You can get more information from us or the **FOS**.

If you make a complaint to the **FOS**, this may affect your right to take legal action against us.

For further information and to check if you are an eligible complainant, please visit the **FOS** website.

## 13 USE OF PERSONAL DATA

13.1 We are the data controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) you provide to us, or which is processed in connection with your **R&S Bond** application.

13.2 We collect and process information about you that we consider to be necessary in order to make decisions about your **R&S Bond** application. We will also pass on your personal information to the **Surety** who may use your personal information to make decisions about your **R&S bond** application or to detect and prevent fraud. The **Surety** and/or **Scheme Administrator** may record incoming and outgoing telephone calls with you for training, monitoring and quality control purposes. If required by a court or government body, we may be required to pass on personal information.

- 13.3 We may share your information with, and obtain information about you from, the **Surety**, companies within the MDIS Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on our behalf.
- 13.4 For further details on how your information is used and your rights in relation to your information, please see our Privacy Statement at [www.premierguarantee.com/privacy-policy](http://www.premierguarantee.com/privacy-policy) and the **Surety's** Privacy Statement at [www.tmhcc.com/en-us/legal/privacy-policy](http://www.tmhcc.com/en-us/legal/privacy-policy).

Premier Guarantee | 2 Shore Lines Building | Shore Road | Birkenhead | Wirral | CH41 1AU  
T 0800 107 8446 | E [info@premierguarantee.co.uk](mailto:info@premierguarantee.co.uk) | W [www.premierguarantee.com](http://www.premierguarantee.com)

MD Insurance Services Ltd is the Scheme Administrator for the Premier Guarantee range of structural warranties. MD Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.