

Notice to Policyholders

Your Broker Direct Home Options Insurance policy is falling due for renewal shortly and we have important changes to the policy wording to make you aware of which update your existing policy wording. A copy of the new policy wording booklet is available upon request from your insurance Broker.

Update of Broker Direct and details of Your new Insurer (Page 3):

This policy is arranged by *your* insurance broker whose contact details appear on the *Schedule*.

Broker Direct Plc are an intermediary and not an insurer. Broker Direct Plc has not made any personal recommendation regarding the sale of this policy.

This policy is marketed and serviced by Broker Direct Plc in accordance with the authorisation the Insurer has granted under the terms of a contract between Broker Direct and the Insurer. This contract makes Broker Direct Plc the Insurer's agent and gives them the authority to perform certain acts on the Insurer's behalf, but does not affect *your* rights to claim or make a complaint.

Broker Direct Plc is registered in England. No. 2958427. Registered Office: Deakins Park, Deakins Mill Way, Egerton, Bolton BL7 9RW. Authorised and regulated by the Financial Conduct Authority.

Accredited Insurance (Europe) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business. Accredited Insurance (Europe) Limited has an A- (excellent) A.M.Best rating.

Definitions update (Pages 4, 5 & 6)

New and updated definitions read:

We/us/our - Accredited Insurance (Europe) Limited and, where the context requires Broker Direct Plc.

British Isles – England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland (Eire).

Buildings (Home Options and Home Options Plus) - the main structure of *your home*, including:

- its permanent fixtures and fittings;
 - its domestic outbuildings and private garages;
 - ornamental ponds or fountains, swimming pools and tennis courts;
 - central heating fuel tanks, cesspits and septic tanks;
 - fences, gates, hedges, lampposts, railings and walls;
 - drives, paths, patios and terraces;
- but not satellite television receiving equipment, nor television and radio aerials.

Computer Virus - a set of corrupting, harmful or otherwise unauthorised instructions or

code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. *Computer Virus* includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Landlord's Buildings (Home Options Residential Let only) - the main structure on the Premises, including:

- the Landlord's permanent fixtures and fittings;
 - its domestic outbuildings and private garages;
 - ornamental ponds or fountains, swimming pools and tennis courts;
 - central heating fuel tanks, cesspits and septic tanks;
 - fence, gates, hedges, lampposts, railings and walls;
 - drives, paths, patios and terraces;
- but not satellite television receiving equipment, nor television and radio aerials.

Excess - the first amount of any claim for which *you* are responsible (the standard policy excess will only be applied once when combined buildings and contents cover is taken on the same policy).

Flood – the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers, lakes, ponds or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding storm and earthquake.

High Risk Valuables - any articles of gold, silver or other precious metal jewellery, precious stones and watches.

Period of Insurance - the period shown on *your Schedule* for which *you* have paid and *we* have accepted *your* premium.

Preferred Suppliers - *our* network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Rebuilding Cost - the *rebuilding cost of your home* is the amount it would cost to completely rebuild the property if it was destroyed beyond repair including the price of labour and materials (this is not the sale price or *Market value*, but a different amount as the *Rebuilding Cost* may well be higher or lower than the sale price or *Market value* of the property).

Storm - rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing damage caused by water that backs up from a sewer or drain as a direct result thereof, but excluding *flood* and earthquake.

Terrorism - in the United Kingdom or in any other territory, terrorism shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof, which states:

(1) in this Act, terrorism means the use or threat of action where -

- a) the action falls within subsection (2);
- b) the use or threat is designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public, and;
- c) the use or threat is made for the purpose of advancing a political, religious or ideological cause.

- (2) Action falls within this subsection if it –
- a) involves serious violence against a person;
 - b) involves serious damage to property;
 - c) endangers a person's life, other than the person committing the action;
 - d) creates a serious risk to the health or safety of the public or a section of the public;
 - e) is designed to interfere with or seriously disrupt an electronic system.
- (3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection (1b).

United Kingdom - England, Scotland, Wales and Northern Ireland.

Unoccupied (Home Options Residential Let only)

- not permanently lived in by *your* tenant or a person authorised by *you* or;
 - without enough furniture for normal living purposes;
- for more than 30 consecutive days or outlined within the policy conditions.

Home Buildings Cover

Amendments to the 'what is covered' or 'what is not covered' wordings of the perils (numbered where appropriate) in this section are:

Peril 1

Fire, lightning, explosion, earthquake or smoke.

what is not covered:

- Damage by smoke from air pollution, unless caused by flames
- Loss or damage by smoke that happens gradually

Peril 13 (new)

Emergency Access

what is covered:

The cost of loss or damage to the building caused by the fire brigade, police or ambulance service including any person acting under their control making a forced entry because of an emergency involving *you* or *your family*.

what is not covered:

- Any amount above the *limit* of £ 1,000 after the *excess* has applied.
- Any cost incurred following damage caused by the police in the course of criminal investigation.

Peril 14 (new)

Replacement of Locks and Keys

what is covered:

The cost of replacing locks and keys to any external door following the theft of keys to the *home*.

what is not covered:

- Any amount above the *limit* of £ 1,000 after the *excess* has applied.
- Locks and keys to any domestic outbuilding and private garage.

Peril 15 (previously 13)

Professional fees and clearance costs

what is covered:

The limit of indemnity is amended to read:

Fees up to £ 50,000 or 10% of the reinstatement costs, sum insured or cost of claim (whichever is the lower).

Peril 16 (previously 14)
Cover while *you* are selling *your home*

what is not covered:

We will not pay the first £ 1,000 of any loss or damage.

Peril 17 (previously 15)
Short-term accommodation

what is covered:

The limit of indemnity is amended to read:

If *your home* is uninhabitable as a result of insured damage to the *buildings* caused by 1-12 above (and 18 below if included), *we* will pay up to £ 50,000 for:

- the reasonable additional cost of similar short-term accommodation for *you* and *your family* and also for any pets living with *you*.

Peril 18 (previously 16)
Accidental damage to the buildings

what is not covered:

Damaged caused by or from demolition, alteration, latent defect, faulty designed materials or workmanship or repair (including during working upon) to *your home*.

Loss or damage resulting from electrical, electronic or mechanical fault or breakdown.

Landlord's Buildings Cover

This section has been separated from the 'Home Buildings Cover' so that it is clearer the cover we are providing when Landlord's Residential Let buildings cover is selected.

Amendments to the 'what is covered' or 'what is not covered' wordings of the perils (numbered where appropriate) in the section are:

Peril 1
Fire, lightning, explosion, earthquake or smoke.

what is not covered:

Damage by smoke from air pollution, unless caused by flames.

Loss or damage by smoke that happens gradually.

Peril 3
Theft or attempted theft.

what is not covered:

Loss by deception unless the only deception was someone tricking their way into *your home*.

Loss or damage while *your home* is used to receive visitors or paying guests in connection with *your* business.

Peril 5
Riot, civil commotion.

what is not covered:

Damage when *your home* is lent, let or sub-let to anyone other than *your family* unless force and violence have been used to get into or out of *your home*.

The first £ 2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about *your home*.

Peril 11 (new)**Weight of snow**

what is not covered:

Damage to domestic outbuildings and private garages unless they are built of brick and stone and have a slate or tiled roof.

Damage to fences, hedges or gates

Peril 13 (previously 17)**Replacement of Locks and Keys.**

what is not covered:

Locks and keys to any domestic outbuilding and private garage.

Peril 16 (new)**Removal of Nests**

what is not covered:

We will pay the costs with *our* agreement in respect of removing bees, wasps and hornet nests from the *home*.

what is not covered:

Any amount above the *limit* of £ 250 after the *excess* has been applied.

Peril 19 (previously 13)**Professional fees and clearance costs**

what is covered:

The limit of indemnity is amended to read:

Fees up to £ 50,000 or 10% of the reinstatement costs, sum insured or cost of claim (whichever is the lower).

Peril 21 (previously 14)**Cover while *you* are selling *your home***

what is not covered:

We will not pay the first £ 1,000 of any loss or damage.

Peril 22 (previously 16)**Accidental damage to the buildings**

what is not covered:

Damaged caused by or from demolition, alteration, latent defect, faulty designed materials or workmanship or repair (including during working upon) to *your home*.

Loss or damage resulting from electrical, electronic or mechanical fault or breakdown.

Home Contents Cover

Amendments to the 'what is covered' or 'what is not covered' wordings of the perils (numbered where appropriate) in this section are:

High Risk Valuables limit amendment

High risk *valuables* are limited to 12½% of the contents sum insured, up to a maximum value of £ 12,500 and subject to a single article limit of £ 5,000 per claim.

Previously read:

The following valuables are also limited to a total of £12,500 per claim; articles of gold, silver or other precious metal, jewellery, precious stones and watches

Peril 1

Fire, lightning, explosion, earthquake or smoke.

what is not covered:

Damage by smoke from air pollution, unless caused by flames.

Loss or damage by smoke that happens gradually.

Peril 5

Riot, civil commotion.

what is not covered:

Loss or damage while *your home* is lent, let or sub-let to anyone other than *your family* unless force and violence have been used to get into or out of the *buildings*.

Peril 11

Accidental damage to TV, satellite, video, audio entertainment equipment and computer equipment in *your home*, including loss of legally downloaded audio or visual files

what is not covered:

Damage while *your home* is lent, let or sub-let to anyone other than *your family*.

Loss or damage when *the home* is *unoccupied*.

Damage by water entering *your home* other than by storm or *flood*.

Damage to laptop computers, mobile phones, tablet computers, computer software, external hard drives and Network Attached Storage (NAS) drives, handheld computers, musical instruments, computer games audio and video media (other than legally downloaded audio and video files).

Damage by any cause listed elsewhere in the *Home Contents Cover* and which is excluded specifically under that cause.

Loss or damage resulting in screen burn, clouding or other superficial damage including stains and scratches.

Peril 12

Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of *your* furniture.

what is not covered:

Loss or damage when *the home* is *unoccupied*.

Peril 13

Accidental loss of keys to the doors of *your home* or to safes and alarms in *your home*.

what is not covered:

Loss or damage when *the home* is *unoccupied*.

Peril 14

Accidental loss of metered water, liquid petroleum gas or domestic heating oil at *your home*.

what is not covered:

Loss or damage when *the home* is *unoccupied*.

Peril 15

Wedding or Civil Partnership Gifts (previously Wedding Gifts)

what is not covered:

Loss or damage when *the home* is *unoccupied*.

Peril 16

Christmas, Birth of a Child, Other Religious Festivals, Christenings and Bar Mitzvahs Seasonal Increase (previously Christmas Seasonal Increase)

what is not covered:

Loss or damage when *the home* is unoccupied.

Peril 21

Accidental damage to the contents inside the buildings of your home.

what is not covered is amended to read:

Damage to clothing or footwear.

Deterioration of food.

Damage when *your home* or any part of *your home* is lent, let or sub-let to anyone other than *your family*.

Damage caused by rising groundwater levels.

Damage which is excluded under *contents* covers 1 to 10 in the *Home Contents Cover*.

Loss or damage when *your home* is unoccupied.

Loss or damage resulting from electrical, electronic or mechanical fault, breakdown or loss of supply.

Damage caused by or from demolition, alteration, latent defect, faulty designed materials, defective design, or workmanship or repair (including during working upon) to *your home*.

Peril 23

Legal Liability

What is covered is amended to read:

The legal liability of *you* or *your family*:

- as occupier of *your home*;

- as individuals;

- as an employer of any of *you* or *your family's* domestic employees;

to pay damages and costs to others which arise from any single event occurring during the insurance period which results in:

- *accidental* death, disease, illness or *accidental* physical injury to anyone;

- *accidental* loss of or physical damage to property, occurring during the *Period of Insurance*:

• in the *United Kingdom*.

The most *we* will pay for any claim (or claims) arising from one cause including legal costs and expenses agreed by *us* is:

• £ 10,000,000 for an accident to *your* domestic employees

• £ 2,000,000 for an accident to any other person or property.

Landlord's Contents Cover

In respect of Landlord's *contents* in the open and *contents* in any private garage or domestic outbuilding, any amount above the limits of:

• *Contents* left unattended in the open, £500.

• *Contents* in any private garage or domestic outbuilding, £1,000.

Peril 1

Fire, lightning, explosion, earthquake or smoke.

what is not covered:

Damage by smoke from air pollution, unless caused by flames.

Loss or damage by smoke that happens gradually.

Peril 5

Riot, civil commotion.

what is not covered:

Loss or damage while *your home* is lent, let or sub-let to anyone other than *your family* unless force and violence have been used to get into or out of the *buildings*.

Peril 11

Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of *your* furniture.

what is not covered:

Loss or damage when *the home* is *unoccupied*.

Peril 12

Accidental damage to the *contents* inside the *buildings* of *your home*.

what is not covered is amended to read:

Damage to clothing or footwear.

Deterioration of food.

Landlord's contents over 5 years old

The cost of maintenance or normal redecoration.

Loss or damage to television, satellite, video, audio entertainment equipment and computer equipment.

Damage caused by rising groundwater levels.

Damage which is excluded under landlord's *contents* covers 1 to 11

Loss or damage when *your home* is unoccupied.

Loss or damage resulting from electrical, electronic or mechanical fault, breakdown or loss of supply.

Damage caused by or from demolition, alteration, latent defect, faulty designed materials, defective design, or workmanship or repair (including during working upon) to *your home*.

Personal Possessions and Money Cover

what is not covered

The theft from an unattended motor vehicle exclusion is amended to read:

Theft from an unattended motor *vehicle* unless the *vehicle*, including windows, sunroofs and retractable roofs, was locked and closed securely and the property was hidden from view in a glove or luggage compartment up to the *limit* shown in the *endorsements* on *your Schedule*.

Additional Pedal cycle exclusions introduced - loss or damage to:

Pedal cycle tyres.

Pedal cycle through breakdown or derangement.

Other additional exclusions:

Loss by deception, fraud or confidence trick.

If any loss or damage is covered by any other insurance, *we* will not pay more than *our* rateable proportion.

General Exceptions Which Apply to the Whole of Your Policy

The following amendments apply to exception 7:

We will not pay for the following: Any claim resulting from:

confiscation, nationalisation, expropriation or the acts of any government or civil authority (replaces delay, confiscation or detention by customs or other officials);

computer viruses, hacking or phishing attacks (replaces computer viruses);

indirect or consequential loss including but not limited to delay, loss of goodwill, loss of business, loss of rental income or savings and all other pure economic loss' except as provided for in the loss of rent clause (new exception);

war, civil war, revolution or any similar event (replaces war, revolution or any similar event).

Exception 8 is amended to read:

We will not pay for any claim arising directly or indirectly from an act of terrorism

General Conditions (applying to all policies)

Updated wording applying is:

You must comply with these Conditions: if you do not, we may at our option cancel the policy and/or refuse to deal with your claim and/or reduce the amount of any claim payment.

1. *You may cancel the policy at any time by telling your insurance broker (cancellation cannot be backdated). We may also cancel the policy where we have identified serious grounds, such as;*

- *failure to provide us with information we have requested that is directly relevant to the cover provided under this policy or any claim;*
- *the use or threat of violence or aggressive behaviour against our staff, contractors or property;*
- *the use of foul or abusive language;*
- *nuisance or disruptive behaviour.*

We will contact you at your last known address and, where possible, seek an opportunity to resolve the matter with you. Where a solution cannot be agreed between us, we may cancel the policy by giving you 14 days notice.

This will not affect your right to make a claim for any event that happened before the cancellation date. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance, provided no claim has been made during the current period of insurance.

We also reserve the right to terminate the policy in the event that there is a default in the instalment payments due under any linked loan agreement, by giving you 14 days notice at your last known address.

Also, you may cancel this policy within 14 days of receipt of the policy documents at the start or renewal, by telling your insurance broker. We will give you a proportionate refund of premium provided that you have not made a total loss claim.

2. *Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or if you live in the Channel Islands or the Isle of Man, the law whichever of those two places in which you live.*

We and you have agreed that legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.

3. *You* must tell *us* immediately about any changes in the information recorded on the *Statement of Facts*. Although *we* may undertake checks to verify *your* information, *you* must take reasonable care to ensure all information provided by *you* or on *your* behalf is accurate and complete. *You* must tell *us* immediately if any of *your* information is incorrect or changes. If *we* have wrong information this may result in an increased premium and/or claims not being paid in full, or *your* insurance may not be valid and claims will not be paid. If *you* are in any doubt about any information, contact *your* insurance broker as soon as possible.

Changes to information *we* need to be informed of include, but are not limited to, these situations:

- A change to the rebuilding or reinstatement costs if the policy sums insured limits are no longer adequate;
- A change in the occupancy or use of *your home*;
- If *you* have received a police caution for or have criminal convictions that are not spent under the Rehabilitation of Offenders Act or have been charged with but not tried for any offence other than driving offences;
- If *you* have been declared bankrupt.

Any changes, if accepted by *us*, will apply from the date indicated on *your* updated *Schedule*. In this case *we* will be entitled to vary the premium and terms for the rest of the *Period of Insurance*

4. *You* must maintain *your* property in a good state of repair and take all reasonable precautions to safeguard property from loss or damage.

5. *We* will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the *period of insurance* *we* may cancel this policy immediately by giving *you* written notice at *your* last known address. If *we* cancel the policy *we* will refund premiums already paid for the remainder of the current *period of insurance*, provided no claims have been paid or are outstanding.

6. *We* shall not to be deemed to provide cover nor be liable to pay any claim or provide any benefit here under to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that *us* or the Insurer or any reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Conditions - (applying only to Landlords Buildings or Landlords Buildings and Contents Policies)

1. *You* must give immediate notice of any change in the tenancy information on which this insurance is based (this is stated under additional information in the *Statement of Facts*). If *you* are in doubt about any change please tell *your* Insurance Broker. *You* will not be insured until *we* have agreed in writing to accept any alteration.

2. All gas and electrical appliances and installations at the insured property must be regularly inspected by *you* or a responsible person acting on *your* behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order. A record of such inspections/work undertaken should be kept to produce to insurers upon request.

3. Any increase in risk of damage due to any act or neglect of any mortgagor, leaseholder, lessee or occupier or any *buildings* will not prejudice the interest of any mortgagee, freeholder or lessor provided the increase in risk is without their prior knowledge or authority and *we* are notified immediately they become aware of the increase in risk and pay any additional premium.

4. A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999.

or

Any subsequent legislation to enforce any terms of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

5. The tenancy agreement must be on a written, single, Assured Shorthold Tenancy Agreement for a minimum initial period of no less than 6 months or Under a Private Residential Tenancy (PRT) in Scotland and arranged through a professional letting agency or directly with *you*.

6. Tenants must be in employment and supply a minimum of 2 written references. Student and DSS lets are unacceptable.

7. Internal inspection of the *home* is required at intervals not less than 6 months by *you*.

Policy Conditions (The following policy conditions apply only to Landlords Buildings policies or Landlords Buildings and Contents policies)

It is a condition precedent to liability that the following policy conditions apply to the *home* specified in the *Schedule*:

1. When the insured property is *unoccupied* for a period longer than 7 days between 1st October and 31st March the following year, that the central heating system (where installed) be kept working to maintain a temperature of no less than 10° centigrade failing which the water must be turned off at the mains and the water system completely drained.

During periods of unoccupancy, the insured property must be inspected not less than once in every 14 days by a responsible person acting on behalf of *you* and faults discovered remedied immediately. When *unoccupied* the cumulative *excess* is increased by a further amount of £ 500 for *buildings* and £ 500 for landlord's contents. It is a condition of this policy that the insurers be informed if the insured property is likely to remain *unoccupied* for a period in *excess* of 30 days.

2. During period of repairs or renovations the excesses are increased by £ 250.

Claim Conditions and How We Settle Claims - changes

How to make a claim

Claimline phone number is 01204 600347

Preferred Suppliers

We take pride in the claims service *we* offer to *our* customers. *We* have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Claims Conditions

You must comply with these Conditions: if you do not, we may at our option cancel the policy and/or refuse to deal with your claims and/or reduce the amount of any claim payment.

1. *You must do all you can to prevent and reduce any costs, damage, injury or loss.*
2. *You must be able to prove and substantiate your loss. To assist with this we may request you to provide reasonable additional information at your own expense.*
3. *You must tell us about any loss, damage or liability as soon as possible and give us all the information and help we may need. We will decide how to settle or defend a claim and may pursue proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payment.*
4. *You must report any loss, theft, attempted theft or malicious damage to the police immediately.*
5. *If someone is holding you responsible for damage to their property or bodily injury to them, you must tell us immediately and send us immediately on receipt any writ, summons, letter of claim or other relevant documents.*
6. *If a claim is fraudulent or false in any way, we will not make any payment and all cover will end and we will be entitled to recover from you any payment made already in respect of the claim.*
7. *If any claim is covered by any other insurance, we will not pay for more than our share of that claim.*
8. *You must retain any damaged property for our inspection and not abandon property to us unless you have our written authority.*
9. *You must not authorise any work to commence without our written authority.*

How We Settle Property Claims - revised wording

We will decide whether to repair, replace, or pay for property which is lost or damaged. In the event we agree to settle by payment to you; the amount payable will be the lesser of the cost to us of replacing (through our Preferred Suppliers) or the Market value of the property. The maximum amount which we shall be liable to pay is the relevant sum insured less any excess and subject to any limit applicable.

For claims relating to damage to the structure of your property, which otherwise could be settled by repair, the amount payable will be the cost to us of repairing the property (through our Preferred Suppliers) less any VAT payable on any labour element of such repair. In the event that it is either impossible or uneconomic to repair or reinstate the buildings, settlement will be based on Market value.

In the event that the property insured cannot be described adequately to allow for accurate replacement, settlement of any claim for loss of the property will be settled on the basis of a reasonable assessment of the Market value.

Proportionality - new wording

If you have provided us with inaccurate information this can affect your policy in one or more of the following ways:

- 1) If *we* would have charged *you* a higher premium for providing *your* cover, *we* will have the option to:
 - a. charge *you* the appropriate additional premium, to be paid in full;
 - b. If a claim has been intimated, *we* may adopt a proportional approach, where *we* calculate the proportion of the premium that was paid and base the settlement on that proportion. In this circumstance, in order for cover to continue the balance of the additional premium up to the expiry date of the policy will be charged.

- 2) If *we* would not have provided *you* with any cover *we* will have the option to:
 - a. void the policy, which means *we* will treat it as if it had never existed and repay the premium paid; and
 - b. seek to recover any *money* from *you* for any claims *we* have already paid, including the amount of any costs or expenses *we* have incurred.

- 3) If *we* would have applied different terms to *your* cover, *we* will have the option to treat *your* policy as if those different terms apply.

Non-replacement Clause, Non-repair Clause & Underinsurance and Wear and Tear - are now replaced by and incorporated into the 'How We Settle Property Claims', Proportionality wordings above and the General Exceptions.

Customer Care

Page 35: How to contact us now includes:

Email: compliance@brokerdirect.co.uk

Page 35: If you are still not happy

You may also be able to refer *your* complaint to: Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if *you* are not satisfied with *our* final response or *we* have not responded within fifteen (15) working days, *you* will have to pay EUR 25.00 at the time of making *your* complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a 'complaint' refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms 'person' does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit: <https://financialarbiter.org.mt/en/pages/pome.aspx>

How Broker Direct Plc and your insurer use your Information: Page 37 onwards:

This section is amended to read:

Please read the following carefully as it contains important information relating to *your* information. *You* should show this notice to any other party related to this insurance and must ensure that any information given related to another party to this insurance is accurate and that *you* have obtained their consent to the use of their data for the purposes set out in *your* Insurance documentation.

Broker Direct Plc and *your* insurer are the Data Controllers.

Purposes of Processing

Broker Direct Plc and *your* insurer process your information to enable us to:

- Consider entering or renewing a contract of insurance with you including customer profiling.
- Undertake checks for the purposes of credit checking, preventing fraud and money laundering, and to verify your identity.
- Administer and monitor your policy as required.
- Deal with any claims on your policy.

The above processing and provision of personal data is required for the entering into and performance of the insurance contract.

We may receive information about you from the following sources:

- *Your* insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regards to incidents) and solicitors.
- Directly from *you*.

What we process and share

The personal data *you* have provided, we have collected from *you*, or we have received from third parties may include *your*:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to your computer or other internet connected device including *your* Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.

We may enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

Sensitive information

Some of the information Broker Direct or *your* insurer ask *you* for may be sensitive personal data, as defined in Data Protection Legislation (such as information about health or criminal convictions). We will not use such sensitive personal data about *you* or others except for the specific purpose for which *you* provide it and to carry out the services described in *your* policy documents. Please ensure that *you* only provide sensitive information about other people with their explicit consent.

Who may receive your Data

Broker Direct Plc and *your* insurer may use and share *your* information with other group companies, including fraud prevention and credit reference agencies, to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime, fraud and money laundering;
- Develop our services, systems and relationships with *you*;

- Understand our customers' requirements;
- *Develop* and test products and services.

Your information will not be disclosed to anyone outside Broker Direct Plc or *your* insurer except:

- Where we have *your* consent; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide goods or services to Broker Direct, *your* insurer, our partners or *you*; or
- Where we may transfer rights and obligations under this agreement.

Data Retention

We will hold your details for up to 7 years after the expiry of your policy, complaint and/or claims settlement.

Data transfers

Broker Direct Plc process your information within the United Kingdom. However, Broker Direct or *your* Insurer may transfer *your* information to other countries on the basis that anyone they pass it to provide an adequate level of protection. In such cases Broker Direct Plc or *your* insurer will ensure it is kept securely and used only for the purpose for which *you* provided it. Details of the companies and countries involved can be provided on request.

Your rights

Your personal data is protected by legal rights, which include your rights to:

- object to our processing of your personal data;
- request that your personal data is erased or corrected;
- request access to your personal data and data portability;
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

For more information or to exercise your data protection rights, please contact us using the contact details provided.

Automated decisions

As part of the processing of your personal data, decisions such as eligibility, restrictions and the premium for *your* insurance may be made by automated means.

We may also automatically decide that you pose a fraud or money laundering risk if:

- Our processing reveals your behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with your previous submissions;

or

- *You* appear to have deliberately hidden your true identity.

You have rights in relation to automated decision making: if you want to know more please contact us using the details provided.

If *we* determine that you pose a fraud or money laundering risk, we may refuse to provide the services *you* have requested, or *we* may stop providing existing services to you. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to *you*. If you have any questions about this, please contact *us* on the details provided.

Fraud prevention

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use

this information. *We* and other organisations may also access and use this information to prevent fraud and Money Laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurance Bureau; and other relevant databases. Under the conditions of *your* policy *you* must tell *us* when *you* become aware of any incident that could give rise to a claim under *your* policy, whether or not it is *your* intention to claim. When *you* tell *us* about an incident *we* will pass information relating to it to the registers.

How to contact us

If you have any questions in regards to your data or *you* would like to know the details of the relevant fraud prevention agencies and third parties to which your data has been disclosed, *you* can write to: The Data Protection Liaison Officer, Broker Direct Plc, Deakins Park, Deakins Mill way, Egerton, Bolton, BL7 9RW.