



Notice to Policyholders

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

Page 2: About your Policy

The fifth bullet point in this section Statement of Facts has been amended to read:

This records the information we were given when we agreed to provide the cover and the terms of your policy. A new Statement of Facts will be sent to you whenever your insurance broker processes a change to this information, and at renewal.

Page 3: About your Policy

The following wording has been added to this section:

Your policy is an agreement between you and us but is only valid if you pay the premiums. Your most recent Statement of Facts sets out the information we were given when we agreed to provide you with the cover and the terms of the policy.

Your policy provides cover for the drivers, the insured car, and for the sections and period of insurance shown in your Schedule. You must read your Policy, Schedule, Statement of Facts, Motor Insurance Certificate and any Cover Note or Endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your insurance broker as soon as possible. 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.

The insurance applies anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or whilst in transit between ports in this area). For details of using your car abroad, please refer to the European Union (EU Compulsory Insurance) section.

Also on page 3, under the About you Policy section, the sub heading *The Insurance* and the subsequent paragraph have been removed and replaced with the following:

Your cancellation rights

If you decide that you do not want to accept the Policy (or any future renewal of the Policy by us), please tell your insurance advisor of your decision, in writing or by phone, within 14 days of receiving the Policy (or for renewals within 14 days of your Policy renewal date). You will be entitled to a prorata refund of premium provided no claim has been made during the current period of insurance and subject to a minimum premium of £15 (plus Insurance Premium tax).

Please see General Terms and Conditions for full details of all cancellation conditions and charges.

Page 4: Section 1 Accidental Damage to the Vehicle

Under point 2 'in addition we will pay', the following has been added

- *Up to £300 for child seat replacement if damaged in an incident for which there is a valid claim under paragraph 1 of this section.*

Page 4: Section 2 Fire and Theft

Under Exceptions to Sections 1 & 2 the following points have been amended:

- *Any excess shown in the Endorsements and/or Schedule.*
- *Audio equipment, telephones, two-way radios, and their ancillary equipment, unless fitted permanently to the vehicle (see also "Claims Settlement").*

Page 6: Section 3 Liability to Third Parties

Under Exceptions to section 3 the following has been added:

- *Death of or bodily injury to any person employed by the Policyholder or person covered by this section arising out of their employment except where it is necessary to meet the requirements of the Road Traffic Acts or any other laws that may apply to motor insurance.*
- *Liabilities defined in the General Exceptions.*

Page 7: Driving Other Cars

The first paragraph under the Driving Other Cars subheading has been amended to read:

any private motor car which is not owned by you or hired by you

Further amendments to the Driving Other Cars subheading are as follows:

The second bullet point in the previous booklet has been removed, and the following points have been added:

- The car has been manufactured for the carriage of up to, but not more than, eight people.
- The car is designed solely for private use and has not been designed, constructed or modified to carry goods.
- *You still have your car and it has not been sold, declared SORN, written off or damaged beyond cost-effective repair.*
- The car is not owned by, registered to, hired, rented or leased to *your* business partner or employer, or used by *you* in connection with *your* or *your* employer's business.
- *You are not using, or intending to use, the cover to obtain the release of a car that has been seized by, or on behalf of, any government or public authority.*
- The motor car is registered within the United Kingdom or Republic of Ireland.
- *You are not insured under any other insurance to drive the motor car.*

Page10: General Terms and Conditions

Under Claims- The things which you must do the following amended wordings apply:

Bullet point 4-

- *not admit to, negotiate on, promise to pay or refuse any claim unless you have written permission from us.*

Page10: General Terms and Conditions

Under Claims- The things which you must do the following wordings have been added:

- *not act in any way to prejudice our interests.*

In the event of a claim covered by this policy, you must continue to pay the premium. If payment is not made we may:

- *cancel your policy in accordance with the General Terms and Conditions and seek payment of the outstanding balance of premium;*
- *refuse to pay any claim on or after the due date of the premium;*
- *reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss or damage to your vehicle which is covered by this policy;*
- *recover from you the outstanding balance of premium or seek reimbursement from you of any claim payment which has already been made.*

Page10: General Terms and Conditions

Under Compulsory Insurance Law- Right of Recovery, the following wordings have been amended to:

If the laws of any country require us to make a payment for which we would not otherwise be liable, we have the right to recover the amount from you or the person claiming.

Page 11: General Terms and Conditions

Under Cancelling your Policy the following wordings have been amended-

Opening paragraph: *You may cancel your policy at any time through your insurance broker.*

Page 11: General Terms and Conditions

Under Cancelling your Policy the following wordings have been included:

The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

Page 11: General Terms and Conditions

Under Financial sanctions, the opening paragraph has been removed.

Page 11: General Terms and Conditions

Your duty to check information and tell us of any changes. The title of this subheading has been amended and the following wording has been added:

It is important you check your most recent Statement of Facts as this sets out the information we were given when we agreed to provide you with the cover and the terms of your policy. 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 us as soon as possible. Changes to information we need to be informed of include, but are not limited to, these situations and apply equally to all drivers covered under the policy

- *Any health matters affecting ability to drive.*

If you change the insured car, the drivers or how you use the insured car, we may not be liable until we have issued a new Schedule and either a Cover Note or Motor Insurance Certificate. If you make any changes to your insured car your insurance will not be valid until we have agreed to accept them. 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. If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your policy, as set out under the general terms and conditions. If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- 1) 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.*
- 2) 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.*
- 3) If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium to be paid in full.*

Page 14: How Broker Direct Plc and your insurer use your Information

Under How your information will be used and who we share it with, the following amendments have been made.

Opening paragraph:

Your information comprises of all the details Broker Direct plc and your insurer hold about you and your transactions and includes information obtained from third parties. If you contact Broker Direct plc and your insurer electronically, your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider may be collected.

Second Paragraph:

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

Ninth bullet point:

To credit reference and fraud prevention agencies and other companies that provide a service to Broker Direct, your insurer, our partners or you

Page 14: How Broker Direct Plc and your insurer use your Information

Under 'Fraud Prevention' we have removed the final paragraph of this subheading.

Page 15: How Broker Direct Plc and your insurer use your Information

Under Claims history, the following has been added to the existing wording:

the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by Insurance Database Services Limited (IDSL); and other relevant databases.

Page 15: How Broker Direct Plc and your insurer use your Information

Under How to contact us, the existing wording has been amended to:

On payment of a small fee, you are entitled to receive a copy of the information Broker Direct plc or your insurer hold about you. If you have any questions, or you would like to find out more about this notice or details of the relevant fraud prevention agencies you can write to: The Data Protection Liaison Officer, Broker Direct Plc, Deakins Park, Deakins Mill Way, Egerton, Bolton, BL7 9RW.