

# Notice to Policyholders

Your Broker Direct Private Home 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.

# Introduction of a 'New Excess' applying for 'Escape of Water' damage

Under item 8 of the Buildings and Contents sections a £350 excess now applies. This is explained below on replacement wordings within pages 4, 5 and 8.

Page 4: The definition of Excess is amended to read:

the first amount of any claim for which *you* are responsible. You will have to pay any excesses shown in your schedule, including the specific excesses for:

- subsidence, heave and landslip
- escape of water

We will only take off one excess for each claim unless there is an endorsement shown in your schedule or this policy wording says otherwise.

**Page 5:** Under the Buildings Section, item number 8 is amended to read:

Water leaking from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting, other than:

• the first £350 of each claim in addition to any other excess you have requested and agreed to pay which is shown on the schedule.

Page 8: Under the Contents Section, item number 8 is amended to read:

Water leaking from any fixed appliance, pipe, tank or fish tank, other than:

• the first £350 of each claim in addition to any other excess you have requested and agreed to pay which is shown on the schedule.

Page 25: Complaints Procedure & Customer Care

How to contact us now includes:

Email: compliance@brokerdirect.co.uk

**Page 26 onwards:** How Broker Direct Plc and your insurer use your Information 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.

BDHOME NTP - VERSION 1 - FEB 19

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 date 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.

#### **Family Legal Expenses**

If *you* wish to speak to a DAS legal team about a legal problem, please phone DAS on 0344 8939313 quoting reference 6802507.

If *your* issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone DAS on 0344 893 9313 quoting reference 6802507.

Please do not ask for help from a lawyer or anyone else before DAS have agreed that *you* should do so. If *you* do, *we* will not pay the costs involved even if *we* accept the claim.