

BrokerDirect Plc
A better way to insure



Motor Insurance Policy

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About your Policy

Insurance policies are legal contracts and *your* insurance documents serve as evidence of the contract *you* have made with *us*. To understand exactly what cover we are providing to *you*, the following documents need to be read in conjunction with each other:

- **Policy Wording (this document)** – This is *our* standard policy wording containing details of what is covered and what is excluded by the various sections.
- **Endorsements** – These amend or supplement the standard cover shown – in the Policy Wording.
- **Schedule** – This contains details of *you*, the *vehicle*, the period of insurance, the type of cover and the premium.
- **Motor Insurance Certificate** – This is the evidence of insurance cover as required by law and it is the document *you* must show to the Police or Law Courts if asked.
- **Statement of Facts** – 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.
- **Renewal Notice** – This sets out any changes to the Policy Wording and Schedule details which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If *you* have any questions about the cover we are providing, or *you* wish to change the cover, please contact *your* insurance broker immediately.

Definitions

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.

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 broker 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 pro-rata 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.

The following words have the meaning shown below wherever they appear in the policy:

We/us/our – the authorised insurers, named in the Schedule, (Broker Direct Plc will handle claims on behalf of the authorised insurers).

You/your – the person named in the Schedule as the policyholder.

Vehicle –

- a) the motor car specified in the Motor Insurance Certificate, and any courtesy car supplied by *us* whilst the *vehicle* is being repaired;
- b) spare parts and accessories fitted in or on to the *vehicle*, or whilst removed and kept inside *your* private garage.

Excess – the amount which *you* must pay towards a claim.

CLAIMLINE – the telephone number shown in *your* Motor Insurance Certificate (also on the Schedule and any Renewal Notice) which *you* should use to notify claims, 24 hours a day/ 365 days a year.

Terrorism – any act including, but not limited to, the preparation of, use of or the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to influence, intimidate or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy.

Any act deemed by the government to be an act of *terrorism*.

Cover

Section 1

Accidental Damage to the *Vehicle*

(not applicable if cover is Third Party Fire & Theft or Third Party Only)

1. We will pay for damage to the *vehicle*, which is not covered under Section 2 – Fire or Theft.
2. In addition, we will pay:
 - for a courtesy car, when the *vehicle* is being repaired by a Broker Direct Authorised Repairer;
 - up to £100 for personal effects damaged in an incident for which there is a valid claim under paragraph 1 of this Section;
 - 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.

Windscreen

Any payment made solely in respect of damage to glass in the *vehicle*'s windscreen or windows and any scratching to the bodywork caused by the broken glass will not reduce your No Claims Discount.



Section 2

Fire and Theft

(not applicable if cover is Third Party Only)

1. We will pay for loss of or damage to the *vehicle* caused by fire, lightning, explosion, theft or attempted theft.
2. In addition, we will pay:
 - up to £100 for personal effects lost or damaged in an incident for which there is a valid claim under paragraph 1 of this Section.

Note: All cover under Sections 1 and 2 is subject to the Exceptions, Claims Settlement, and Conditions stated in this policy.

Exceptions to Sections 1 & 2

We will not pay for:

- Any excess shown in the Endorsements and/or Schedule
- Damage which existed before the incident for which you are claiming
- Loss of use, wear and tear, depreciation, mechanical or electrical or electronic or computer failures or breakdowns or breakages, damage caused by freezing, losses you sustain through not being able to use the *vehicle* and the cost of hiring another *vehicle*
- Reduction in value of the *vehicle* as a result of damage, whether repaired or not
- Money (including credit cards, cash, debit and cheque cards), stamps, tickets, documents or securities
- Goods, tools, samples or equipment carried in connection with any trade or business
- Property covered under any other insurance
- Audio equipment, telephones, two-way radios, and their ancillary equipment, unless fitted permanently to the *vehicle* (see also "Basis of Settlement").

Note: If such equipment is designed to be removable or partly removable and cannot function independently of the *vehicle*, we will pay for loss or damage occurring in a building when the equipment has been removed temporarily for safekeeping.

- Loss as a result of any person obtaining or attempting to obtain the *vehicle* using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
- Loss of or damage to the *vehicle* where possession is obtained by fraud, trick or false pretences.
- Loss resulting from repossession of the *vehicle* or restitution to its rightful owner.
- Damage caused deliberately by *you* or anyone driving or using the *vehicle* with *your* permission.
- Loss of or damage to the *vehicle* resulting from unauthorised use of the *vehicle* by a person known to *you*, unless that person is convicted for theft.
- Property stolen from an open or convertible *vehicle*, unless taken from a locked boot or locked glove compartment.
- Losses arising from the use of keys which had been left in or around the *vehicle*.
- Loss or damage defined in the General Exceptions.

Claims Settlement – Sections 1 & 2

- We will, at *our* option, make a payment of cash or repair or reinstate or replace parts, following loss of or damage to the *vehicle*.
- Repairs will usually be carried out by the nearest Broker Direct Authorised Repairer who will guarantee the work for three years. Unless doing so would invalidate a car manufacturer's warranty, when we repair *your* car we may use parts or accessories which are not made or supplied by *your* car's manufacturer. They will be of a similar quality to the parts and accessories which are being replaced.
- If a repair or replacement leaves *you* with a better *vehicle* than before the incident, we may ask *you* to pay a fair contribution to the cost of the claim.

- If the *vehicle* is a total loss (for example, stolen and not recovered or damaged beyond economical repair), we will pay the market value of the *vehicle* at the time of the incident. We will have the right to own the salvage. We will not be responsible for storage charges resulting from any avoidable delay by *you* in authorising us to remove the *vehicle* to free storage.

Market value is the local retail cash value taking into account condition, mileage, service and maintenance history (including MOT certificate status).

- We will not pay more than the manufacturer's last published list price, plus the reasonable cost of fitting, for any part or accessory.
- If the *vehicle* is the subject of a hire purchase or leasing agreement, we will normally make any payment for the total loss or destruction of the car to the legal owner, whose receipt of *our* payment will be a full and final discharge of *our* liability.
- For loss of or damage to the *vehicle*'s audio equipment, navigation systems, telephones, two-way radios, and their ancillary equipment, we will pay the cost of repair or replacement by the contractor appointed by CLAIMLINE. The maximum amount payable is £500, unless the equipment was installed by the manufacturer or authorised dealer in accordance with the *vehicle* manufacturer's specification.
- In the event that the *vehicle* has been modified from the original specification of the manufacturer, the amount payable in respect of all such modifications will be limited to 25% of the value of the *vehicle* without such modifications. Any more specific limits of indemnity in this policy take precedence (over this general "Modifications" limit).

N.B. If the *vehicle* is modified such that it's performance exceeds that of the manufacturer's original specification all cover under this policy will be null and void.

Cover (cont.)

Section 3

Liability to Third Parties

1. We will cover you for legal liability for death of or bodily injury to any person (including passengers), or damage to property, caused by or in connection with the *vehicle* being used in accordance with your Motor Insurance Certificate.

The cover also applies to:

- Any other person covered by your Motor Insurance Certificate, providing you gave permission to drive or use the *vehicle*
- Any person who is travelling in the *vehicle* or getting into or out of the *vehicle*
- If your Motor Insurance Certificate allows business use, the employer of any person permitted by your Certificate to use the *vehicle* for business purposes
- Any person you allow to use (but not drive) the *vehicle* for social, domestic and pleasure purposes only
- The legal representatives of you or any person insured under this policy, who would have been entitled to reimbursement under this Section, in respect of that person's liability.

2. We will pay:

- Damages, costs and expenses at law
- Costs incurred, providing we have given our written consent.

We may also pay at our discretion and provided we have given our written consent:

- Solicitor's fees for representation at any Magistrates', Coroners' or other Court of Summary Jurisdiction after any incident which may give rise to a claim under this Section
- Legal costs to defend any person who is allowed to drive the *vehicle* against a charge of manslaughter or of causing death by reckless driving

You must advise us of any such proceedings as soon as you are notified.

Note: All cover under Section 3 is subject to the Exceptions and Conditions stated in this policy.

Exceptions to Section 3

We do not cover:

- The legal liability of any person who is driving unless that person holds a licence to drive the *vehicle*
- The legal liability of any person who is not driving, but who makes a claim, if that person knows that the driver did not hold a licence to drive the *vehicle*
- Death of or bodily injury to any passenger in or on a trailer attached to a *vehicle* insured under this policy, except as required by the Road Traffic Acts
- Any loss, damage, injury or death caused deliberately by you or anyone driving or using the *vehicle* with your permission
- Any part of the claim if there is any other insurance covering the same liability or damage
- Loss of or damage to vehicles or property owned by or in the custody or control of any person claiming benefit under your policy
- 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
- Liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of *terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of *terrorism*, except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy
- Liabilities defined in the General Exceptions.

Additional Cover to Section 3

Trailer

We will cover *you* in respect of any trailer or mechanically disabled *vehicle* while being towed, as allowed by law, by the *vehicle*.

We will not be liable:

- for loss of or damage to the towed trailer or mechanically disabled *vehicle*; or
- while such trailer or *vehicle* is being towed for reward.

Emergency Treatment

We will pay for the cost of emergency treatment as required by the Road Traffic Acts, resulting from injury caused by an incident involving the *vehicle*.

Any payment made in respect of emergency treatment alone will not reduce *your* No Claims Discount.

Driving Other Cars

If *your* Motor Insurance Certificate states that *you* may drive another car, the cover provided by Section 3 of this policy will apply when *you* are driving in the United Kingdom or Republic of Ireland any private motor car which is not owned by *you* or hired by *you* under a hire purchase agreement provided:

- *You* have the owner's permission to do so
- There is a separate current valid insurance policy in force for the car which meets Road Traffic Act requirements
- 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.

European Union (EU Compulsory Insurance)

Your cover under Section 3 Liability to Third Parties includes the compulsory minimum insurance cover required to use any *vehicle* insured by this policy in any member country of the EU and other countries whose insurance arrangements satisfy the requirements of the EU Commission and the relevant EU Directives, as specified in the Motor Insurance Certificate.

Note: Cover under Sections 1 Damage to the *Vehicle* and/or 2 Fire and Theft is restricted to the use of *your vehicle* in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless extended by Endorsement. If *you* require cover for the *vehicle* in other countries, contact *your* insurance broker.

Cover (cont.)

Section 4

Additional benefits for all our policyholders

No Claims Discount (NCD)

Your premium is discounted if you do not make a claim in consecutive periods of insurance.

If you make a claim under your policy, any No Claims Discount will be reduced at next renewal, in accordance with our scale applicable at that time, unless we recover in full the payments we make in settlement of your claim.

Car Sharing

If you receive contributions from passengers as part of a car sharing arrangement for social or other similar purposes, we will not regard this as carrying passengers for hire or reward (or use of the vehicle for hiring) provided that:

- the total contributions received for the journey do not involve a profit; and
- the passengers are not carried in the course of a business of carrying passengers; and
- the vehicle does not carry more than eight passengers plus the driver.

Servicing and Parking

We will continue to provide insurance (but to you only) while the vehicle is in the custody or control of:

- a member of the motor trade and used only for its own overhaul, upkeep or repair;
- a hotel, restaurant, car park or other similar establishment for parking purposes only.

Vehicle Recovery

If the vehicle cannot be driven after an incident which is covered under Section 1 or Section 2, we will pay the reasonable cost of protecting it and removing it to the nearest Broker Direct Authorised Repairer or another place as agreed by us. We will also pay for it to be brought back to your address shown in the Schedule.

You or anyone claiming benefit must comply with all the terms and conditions, as far as possible, otherwise you may lose the benefit of your policy.

You or anyone making a claim under this policy must comply with all terms and conditions, as far as possible, otherwise we may not be able to deal with your claim.

General Policy Exceptions

We will not pay for any claims arising from the following:

- War, invasion, *terrorism* or civil war, except as necessary to meet the requirements of the Road Traffic Acts
- Riot or civil commotion outside Great Britain
- Pressure waves caused by aircraft travelling at the speed of sound, or faster
- Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment
- A contract that says *you* are liable for something which *you* would not otherwise have been liable for
- Pollution or contamination unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance
- Earthquake
- Racing, pacemaking, speed testing, trials or rallies
- Decisions made by a court outside the territorial limits unless we have agreed cover there.

Driving and Use of Car

We will not pay for any claim under any Section of *your* policy occurring whilst a *vehicle* which we cover is being:

- driven or used outside the circumstances defined in *your* Motor Insurance Certificate, except as provided for in ADDITIONAL BENEFITS, Servicing and Parking;
- driven by *you* unless *you* hold a licence to drive the *vehicle*;
- driven by any person:
 - who is not permitted to drive in *your* Motor Insurance Certificate; or
 - who *you* know does not hold a licence to drive the *vehicle*; or
 - who has a Provisional Licence and is not accompanied by a holder of a Full Licence
- used in or on restricted areas of airports or airfields or military bases.

General Terms and Conditions

Claims – The things which you must do

If there is an incident which may result in a claim – either in respect of damage to the *vehicle* or a possible claim by a third party against *you* – phone *CLAIMLINE* as soon as possible. *CLAIMLINE* will advise *you* and safeguard *your* interest.

You must also:

- send *us* immediately any writ or summons or letter before action and any other letter or communication which *you* receive
- tell *us* immediately about any claim or allegation made against *you* verbally
- notify *us* immediately of any impending prosecution, inquest or fatal injury inquiry
- not admit to, negotiate on, promise to pay or refuse any claim unless *you* have written permission from *us*
- give *us* all the information and assistance which *we* require
- 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.

If the *vehicle* is stolen, broken into, subject of attempted theft, or damaged deliberately, *you* must report the incident to the police as soon as possible and obtain a crime reference number.

You are obliged to take all reasonable actions to minimise the cost of a claim under *your* policy of insurance. *We* will assist and advise *you* in this regard, to the best of *our* ability in the light of *our* knowledge of the circumstances.

Claims – Rights of the Company

We are entitled to take over and conduct the defence or settlement of any claim.

We may pursue any claim in the name of the person insured for *our* own benefit and at *our* own expense.

Compulsory Insurance Law – Right of Recovery

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.

Fraudulent Claims

If *you* or anyone acting for *you* makes a claim under the policy knowing the claim to be false or fraudulently presented in any respect, or if any loss or damage or injury is caused by *your* wilful act or with *your* connivance, *we* will not pay the claim and all cover under the policy is forfeited with immediate effect and *we* will also be entitled to reclaim from *you* any payments which *we* have already made or committed to make in respect of the claim.

Looking after the Vehicle

The *vehicle* must be kept roadworthy and in good repair. In the event of a claim *we* will have the right to examine the *vehicle*. Any person covered under the policy must take reasonable steps to protect the *vehicle* from loss or damage.

Other Insurance

If any loss or damage is covered by any other insurance, *we* will not pay more than *our* rateable proportion. This does not override any exception relating to other insurance policies elsewhere in this policy.

Premium Payment

You must pay the premium or any payments under a Credit Agreement in full on demand.

Canceling your Policy

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

1. within the first 14 days

If *you* or *we* cancel the policy within 14 days of the date *you* receive *your* policy document, *you* will be entitled to a pro-rata 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).

2. after the first 14 days

If *you* cancel the policy after 14 days of the date *you* receive *your* policy document, *you* will be entitled to a refund of premium provided no claim has been made during the current period of insurance less a charge of up to £35.

3. where we cancel *your* policy

We may cancel *your* policy where there is a valid reason for doing so by giving *you* seven days' notice in writing to *your* last known address. We will refund any premium which may be due to *you* in accordance with the terms of this condition. Valid reasons may include but are not limited to:

If *you* advise *us* of a change of risk under *your* policy which *we* are unable to insure;

Where *you* fail to respond to requests from *us* for further information or documentation;

Where *you* have given incorrect information and fail to provide clarification when requested;

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.

Financial sanctions

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.

Your duty to check information and tell us of any changes

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:

- A change to the drivers
- A change to the *vehicle*
- Criminal convictions that are not spent under the Rehabilitation of Offenders Act
- Any *vehicle* modifications
- Motoring convictions including fixed penalties or pending prosecutions for motoring offences
- Motoring disqualifications
- A change of ownership or use of the *vehicle*
- A change in full or part time occupation
- A change of address or where the *vehicle* is kept overnight
- Any accidents whether resulting in a claim or not and thefts of or from the *vehicle*
- A change to the annual mileage
- A change to the type of licence held and the date the test was passed
- Any health matters affecting ability to drive.

How Broker Direct Plc deal with complaints

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.

Law Applicable

The law of England and Wales will apply to this policy unless you reside permanently in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable locally will apply.

Complaints Procedure

Our Commitment to Customer Service

At Broker Direct, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations. If you believe that we have not delivered the service you expected, or you are concerned about any aspect of our service, please let us know.

If your complaint relates to your policy or claim then please contact your insurance broker. If your insurance broker cannot resolve the complaint please contact Broker Direct.

How to contact us

Telephone: 01204 600 200

Post: Broker Direct Plc
Deakins Park
Deakins Mill Way
Egerton, Bolton
BL7 9RW

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted out within this time.

We promise to:

- Fully investigate your complaint
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from your complaint to proactively improve our service in the future.

In the unlikely event that *your* concerns have not been resolved within 24 hours, we will issue a letter acknowledging *your* complaint, explaining the reasons why. We will continue to keep *you* informed of the further actions we will be taking to reach a suitable conclusion. Once we have reviewed *your* complaint we will issue the company's final decision in writing.

If you are still not happy

If *you* are still not satisfied after the review, or *you* have not received a final written response within 8 weeks of the date we received *your* complaint, *you* can refer *your* complaint to the Financial Ombudsman Service.

They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, E14 9SR

Telephone: 0800 0234567 (Landlines)
0300 1239123 (Mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of *our* final response to *your* complaint. We will remind *you* of the time limits in *our* final response. *Your* rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should we be unable to meet *our* obligations. Further information is available on www.fscs.org.uk or *you* may contact the FSCS on 0800 678 1100.

To underline *our* customer care commitment, Broker Direct also promises to adhere to Standards of Customer Service including:

- to decide how *your* claim will be settled within 2 working days of receiving the necessary information
- to issue payment within 5 days of agreeing settlement
- to action *your* letters and enquiries within 2 working days.

In the unlikely event that these standards are not met, we will:

- take immediate action to remedy any problems which result
- take immediate steps to prevent any recurrence of such problems
- compensate *you* by discounting *your* next renewal premium by £25 and by paying interest on any delayed payment.

Thank you for your feedback

We value *your* feedback and at the heart of *our* brand we remain dedicated to treating *our* customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

How Broker Direct Plc and *your* insurer use *your* Information

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 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*.
- Undertake checks for the purposes of 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 agreement.

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.

Motor Insurance Database

Information relating to *your* insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing
- b) continuous insurance enforcement
- c) law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a *vehicle* of yours is involved in a road traffic accident (either in the *United Kingdom*, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

It is vital that the MID holds correct registration numbers for *your* vehicles. If incorrect details for any of *your* vehicles are shown on the MID *you* are at risk of having the relevant vehicle seized by the police. *You* can check that correct registration number details for *your* vehicles are shown on the MID at www.askmid.com

How to contact us

If *you* have any questions in regards to *your* data or *you* would like the 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.

BrokerDirect Plc
A better way to insure



In the event of a Claim
please call:

01204 600 299

If your policy is underwritten by Premier Insurance Company Limited
please refer to your certificate for your CLAIMLINE telephone number.