



## Policy Wording – Finance Brokers 01/21 Aggregate

### **FINANCE BROKERS PROFESSIONAL INDEMNITY INSURANCE**

- Notes:
1. *You should read this policy carefully and check that it meets your needs. If you have any queries, you should contact the intermediary (if any) through whom you arranged this policy.*
  2. *You should check that you comply with the FCA's Rules. No representation or warranty is made by Underwriters or by Collegiate Management Services Ltd. as to whether or not this policy complies with the requirements of the FCA.*
  3. *Various words and phrases have a standard meaning within this policy and such definitions and interpretations are as set out in Section 6. Headings and notes are for information purposes only and are not to be construed as part of the policy wording.*

### **Section 1 - Insuring Clause**

In consideration of the Assured having agreed to pay the premium shown in the Schedule, Underwriters agree, subject to the Excess and to the other terms, conditions and exclusions of this policy, to indemnify the Assured, up to the Limits of Indemnity, as stated in the Schedule, for:-

#### **1.1 Legal Liability**

any Claim for compensation and/or damages (including claimant's costs and expenses and Legal Defence Costs where such costs have been incurred with Underwriters' prior written consent) first made against the Assured and notified to Underwriters during the Period of this Policy which the Assured may become legally liable to pay in consequence of:

- 1.1.1 any Negligence in the exercise and conduct of the Assured's Professional Business by the Assured or anyone acting on their behalf
- 1.1.2 the dishonesty, fraudulent, criminal or malicious act or omission of any Employee of the Assured who is not a principal, partner or director of the Assured;
- 1.1.3 any libel, slander or defamation uttered by the Assured in the exercise and conduct of the Assured's Professional Business.

#### **1.2 Loss of or Damage to Documents**

In the event of physical loss of or damage to any Documents which are the property of the Assured or in the care, custody or control of the Assured or for which the Assured is legally liable discovered during the Period of this Policy:

- 1.2.1 reasonable and necessary costs and expenses incurred with Underwriters' prior written consent in replacing, restoring or reconstituting any Documents;
- 1.2.2 any legal liability which may arise in consequence of the physical loss of or damage to such Documents.

#### **1.3 Financial Ombudsman Service**

Awards made against the Assured by the Ombudsman in respect of Claims first made against the Assured and notified to Underwriters during the Period of this Policy to the same extent as if such awards had been judgments of the courts.

Underwriters' maximum liability in respect of any award of the Ombudsman shall be limited to the maximum money award as set out in DISP 3.7.4 of the FCA Handbook.

#### **1.4 Court Attendance Costs**

The costs of those persons required to attend court proceedings or any arbitration or adjudication hearings as a witness as a result of a request by the Underwriters, payments will be at the daily rates detailed below:

- a) Any principal, partner, director or member of the Assured - £500
- b) An employee of the Assured - £250
- c) Any other relevant party excluding any expert witness - £250

The Excess shown in the Schedule shall not be applicable to any payments made under this clause. Underwriters' maximum liability shall be limited to £2,500 per court proceeding, arbitration or adjudication hearing

### **Section 2 – Limits of Indemnity and Excess**

- 2.1** Underwriters' maximum liability under all the insuring clauses of this policy for all Assureds in the aggregate shall be the Aggregate Limit of Indemnity stated in the Schedule.
- 2.2** Underwriters' maximum liability in respect of any Claim or series of Claims arising from or attributable to a single originating cause, event or source shall be the Single Claim Limit of Indemnity stated in the Schedule. Underwriters will pay Legal Defence Costs in addition to the Single Claim Limit of Indemnity provided that if the amount required to settle any Claim is more than the Single Claim Limit of Indemnity Underwriters shall only be liable for the proportion of the Legal Defence Costs which the Single Claim Limit of Indemnity bears to the total amount paid or payable to settle the Claim. The liability of Underwriters in respect of all Claims, excluding Legal Defence Costs unless otherwise stated in the Schedule, shall not however exceed the Aggregate Limit of Indemnity in any one Period of this Policy.
- 2.3** Underwriters' maximum liability in respect of any single FOS award shall be limited to the maximum money award as set out in DISP 3.7.4 of the FCA Handbook. Underwriters will pay Legal Defence Costs in addition to the FOS Award Limit of Indemnity provided that if the amount required to settle any Claim is more than the FOS Award Limit of Indemnity Underwriters shall only be liable for the proportion of the Legal Defence Costs which the FOS Award Limit of Indemnity bears to the total amount paid or payable to settle the Claim. The liability of Underwriters in respect of all Claims and Legal Defence Costs shall not however exceed the Aggregate Limit of Indemnity in any one Period of this Policy
- 2.4** The Assured shall pay the Excess shown in the Schedule which shall be the first amount of each and every Claim by each and every claimant. The excess shall not be applicable to defence costs unless otherwise stated in the Schedule. Underwriters' liability shall only be in excess of this sum.

### **Section 3 - Claims Conditions**

The following claims conditions and the more general conditions listed under Section 4 apply to this policy:-

**3.1 Conditions 3.2 to 3.4 below are conditions precedent to any liability of Underwriters under this policy.**

**Discovery of a Claim or Circumstance.**

- 3.2** a) If during the Period of this Policy the Assured shall receive any Claim or discover any loss of Documents, the Assured shall give immediate written notice to Underwriters at:

Collegiate Claims  
Collegiate Management Services Ltd  
18 Mansell Street  
London  
E1 8FE  
Tel 020 7459 3456  
e-mail [claims@collegiate.co.uk](mailto:claims@collegiate.co.uk)

- b) If during the Period of this Policy the Assured shall discover any Circumstance, the Assured shall give immediate written notice to Underwriters (in any event within 30 days of discovery and not later than expiry of the Period of this Policy) supplying full particulars of the name of the potential claimant, the date of the Assured's Negligence, the amount of the likely Claim, the Assured's Negligence, the name of the person who committed the relevant act, error or omission on behalf of the Assured and such further information as Underwriters may require.

Underwriters agree that any such Circumstance provided it has been notified to them in accordance with the preceding paragraph and which subsequently gives rise to a Claim after expiry of this policy shall be deemed to be a Claim first made during the Period of this Policy.

**Conduct of Claims**

- 3.3** In the event of a Claim or the discovery of any Circumstance, the Assured shall not admit liability and no admission, offer, promise or payment shall be made by the Assured without Underwriters' prior written consent.

- 3.4** Following notification of a Claim or notification of any Circumstance, Underwriters shall be entitled if they so desire to take over and conduct in the name of the Assured the investigation, defence or settlement of any such matter. The Assured shall give all such assistance as Underwriters may reasonably require and if any Claim is settled the Assured shall forthwith pay the Excess. If Underwriters make any payment which is the responsibility of the Assured by reason of the Excess, the Assured shall forthwith reimburse such sum to Underwriters and Underwriters may set-off such sum against any other monies payable by them under this policy.

**Claim Settlements**

- 3.5** Underwriters may at any time pay to the Assured in connection with any Claim or series of Claims under this policy the Limit of Indemnity (less any sums already paid) or any lesser sum for which in the reasonable opinion of Underwriters such Claim or Claims can be settled, and upon such payment Underwriters shall not be under any further liability in respect of such Claim or Claims except for costs and expenses incurred prior to such payment.

## **Misleading Information**

- 3.6** In the event of Underwriters at any time being entitled to avoid this contract of insurance by virtue of the Assured being in breach or their duty of fair representation, or for any other reason, Underwriters may at their election and in their absolute discretion instead of avoiding this contract give notice to the Assured that they regard this policy as being in full force and effect except that there shall be excluded from the indemnity provided hereunder any Claim which has arisen or which may arise out of any circumstance which ought to have been disclosed to Underwriters in the written proposal or which arises out of materially inaccurate or misleading information given to Underwriters.

## **Section 4 - General Conditions**

The following general conditions apply to this policy:-

### **4.1 Other Insurance or Indemnity**

If the Assured is, or but for the existence of this policy would be, entitled to indemnity under any other policy or policies or other indemnity arrangements, Underwriters shall not be liable except in respect of any sum in excess of the amount which is or which would have been payable under such other policy or policies.

### **4.2 Subrogation**

Following notification of a Claim or notification of any Circumstance, the Assured grants to Underwriters all rights of recovery against any parties from whom a recovery may be made. However, Underwriters agree to waive any rights of recovery against any Employee or former Employee of the Assured unless liability has resulted in whole or part from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

### **4.3 Fraud, Dishonesty and Criminal Acts**

In the event of any Claim or loss arising out of or contributed to by the dishonesty, fraudulent, criminal or malicious act or omission of any person:

- (a) No person committing or condoning such dishonest, fraudulent, criminal or malicious act or omission will be entitled to indemnity;
- (b) There shall be deducted from any amount payable under this policy any monies which but for such dishonest, fraudulent, criminal or malicious act or omission would be due from the Assured to the person committing or condoning such act or omission;
- (c) The Assured shall, if Underwriters so request, take all reasonable steps to effect recovery of the loss from any person committing or condoning such dishonest, fraudulent, criminal or malicious act or omission or from the estate and/or from the legal representatives of such person and any such recovery shall be paid to Underwriters;
- (d) No indemnity shall be provided for any act or omission by any person after the discovery by the Assured of reasonable grounds for suspecting dishonesty on the part of such person.

### **4.4 Governing Law**

This contract is governed by Laws of England and Wales.

#### **4.5 Contracts (Rights of Third Parties) Act 1999**

The parties to this contract are Underwriters and the Assured. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy which exists or is available apart from that Act.

#### **4.6 Authorisation and notices**

The Assured named first in the Schedule is hereby authorised to act on behalf of all other Assureds for all purposes under and in connection with this policy, including the giving and receiving of all notices and the amendment of any terms and conditions of this policy.

#### **4.7 Cancellation**

If the premium has not been paid by the 30<sup>th</sup> day from the month end of inception of the insurance policy or, if paying by instalments, any other date specified, Underwriters may at our discretion cancel the insurance policy from inception.

### **Section 5 - Exclusions**

#### **5.1 This policy shall not indemnify the Assured in respect of the following:-**

**a) Circumstances Known at inception**

Any Claim arising from any Circumstance of which the Assured was aware or ought reasonably to have been aware at any time prior to the inception of this policy, whether notified under any other insurance or not.

**b) Prior policies**

Any Claim notified under any policy of insurance held by the Assured in force prior to the inception of this policy.

**c) Fraud, Dishonesty & Criminal Acts**

Any Claim:

(i) directly or indirectly contributed to or caused by any dishonest, fraudulent, criminal or malicious act or omission of any Employee, principal, partner or director of the Assured or anyone under a contract of or for service with any Assured except as specifically insured under Insuring Clause 1.1.2;

(ii) from any Assured arising from or contributed to by any dishonest, fraudulent, criminal or malicious act or omission committed or condoned by that Assured;

**d) Death or Bodily Injury or Loss or Damage to Property**

Any Claim for death or bodily injury or for loss of or damage to any tangible property (except Loss of Documents insured under Insuring Clause 1.2) or loss of use thereof except where such loss or damage arises directly out of professional advice provided by the Assured.

**e) Liability involving Transport or Property owned by the Assured**

Any Claim arising solely out of the ownership, possession or use by or on behalf of the Assured of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, premises or land or that part of any building leased, occupied or rented by the Assured or any property of the Assured.

- f) Liability arising out of Employment**  
Any Claim arising out of injury, disease, illness or death of any Employee or any Claim arising out of any dispute between the Assured and any present or former Employee or any applicant for employment being brought under or relating to the Employment Rights Act 1996 or equivalent legislation in countries other than England or brought under the express or implied terms of that Employee's contract of employment.
- g) Supply of Goods**  
Any Claim against the Assured arising out of the supply by the Assured of any goods or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by the Assured.
- The exercise and conduct of the Assured's Professional Business shall not be excluded by this exclusion even where the exercise and conduct of such Professional Business is held to be a "product" or "goods" in consequence of the Consumer Protection Act 1987 or equivalent legislation in countries other than England.
- h) Regulatory Expenses**  
Any costs and expenses incurred by the Assured in meeting any regulatory requirement or responsibility other than Legal Defence Costs in respect of a Claim.
- i) Loss of Documents – Magnetic or Electrical Media**  
Any Claim arising from the physical loss of or damage to Documents which are stored on magnetic or electrical media unless such Documents are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the Documents to their original status.
- j) Cyber Liability**  
Any claim, loss, liability or expense arising directly or indirectly out of: -  
(a) corruption, erasure, theft, alteration of, or  
(b) access or lack of access to, or  
(c) interference with  
any electronically held data of the Assured wholly or partly caused by any computer virus or by any person who is not a Principal, Partner, Director or Employee of the Assured.
- k) Directors' and Officers' Liability**  
Any Claim arising from those liabilities consequent upon being a director, officer or trustee of the Assured (as opposed to those duties and functions carried out in furtherance of the Assured's Professional Business) or from the acceptance of any directorship or trusteeship in any other company.
- l) Jurisdiction and Territorial Limits**  
Any Claim brought outside the United Kingdom or arising from any act or omission done outside the United Kingdom or any proceedings for the enforcement of any judgment or award made outside the United Kingdom.
- m) Punitive, Penal or Exemplary Damages**  
Any punitive, penal or exemplary damages whatsoever or any fines or penalties or Legal Defence Costs incurred in proceedings for fines, penalties, punitive or exemplary damages
- n) Retroactive Date**  
Any Claim arising from Professional Business undertaken prior to the retroactive date (if any) specified in the schedule, or if none specified

prior to the date of the commencement of trading as declared by the Assured to Underwriters on the proposal for insurance.

**o) Appointed Representatives and Employees**

Any Claim:

- (i) against the Assured in respect of any act or omission by any Appointed Representative not named in the Schedule;
- (ii) against the Assured or against any Employee or Appointed Representative of the Assured in respect of any act or omission made prior to becoming or after ceasing to be an Employee or Appointed Representative of the Assured named first in the Schedule.
- (iii) against the Appointed Representative of the Assured in respect of any act or omission done that was not authorised by the Assured named first in the schedule
- (iv) Clause (iii) shall not apply to the Assured named first in the schedule

**p) Controlling Interest Exclusion Clause**

Any Claim made against any Assured by:-

- (i) any other Assured;
- (ii) any entity in which the Assured exercises a controlling interest; or
- (iii) any entity exercising a controlling interest over the Assured by virtue of their having a financial or executive interest in the operation of the Assured

unless such claim is made against the Assured for an indemnity or contribution in respect of a Claim first made by an independent third party.

**q) Nuclear Risks**

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**r) Pollution**

Any claim directly from pollution.

**s) War and Terrorism**

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including

the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also extends to loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**t) Financial Services**

Any Claim or loss arising out of the conduct by the Assured of any business which is 'investment business' as defined by the Financial Services Act 1986 and the Financial Services and Markets Act 2000, as amended from time to time.

**u) Underwriting**

Any Claim for:

- (a) underwriting losses of the Assured; and/or
- (b) any intentional breach of any underwriting authority granted to the Assured.

arising out of the Assured's operation or administration of binding authorities or other underwriting authorities operated by them or for which they are responsible.

- (c) any negligent act error or omission committed in the course of the Insured's activities as agent of any insurer and/or underwriter or as claims adjusters unless such insurer and/or underwriter has obtained a judgement in any court against the Insured in respect of such claim or loss.

**v) Equity Release**

Any Claim or loss arising directly or indirectly from, consequent upon, or in any way relating to any Equity Release Products advised upon and or sold where the Assured cannot satisfactorily demonstrate that they followed the SHIP Standards / Equity Release Council Rules.

**w) Sanctions**

Any Claim where the payment of such claim would expose the Underwriter 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

**x) Binding Authority**

Any Claim in respect of any act or omission arising from the operation of any Binding Authority issued/granted to the Assured by any insurer or underwriter unless Underwriters have been notified of the existence of such Binding Authority either within the proposal form or during the Period of Insurance and confirmed cover by endorsement



- y) Breach of Authorisation**  
Any Claim arising from the performance of Professional Business in breach of:
  - a) a prohibition or restriction imposed by the Financial Services and Markets Act 2000 or by the Financial Conduct Authority, or any successor regulatory body thereto; or
  - b) any requirement for authorisation or approval by the Financial Conduct Authority, or any successor regulatory body thereto, for such performance.
  
- z) Financial Institutions**  
Any Claim where the Claimant is, either directly or indirectly, a Bank, Building Society, Funding Platform or other Financial Institution
  
- aa) Financial Ombudsman Service**  
Any claim in respect of Awards made against the Assured by the Ombudsman except as specifically insured under Insuring Clause 1.3

## **Section 6 - Definitions and Interpretations**

The following words and phrases are used in this policy. In certain instances the words may be used in their plural or singular form. Whenever they appear they are deemed to have the meaning set out below:-

- 6.1 Appointed Representative**  
Shall have the meaning given by section 39 Financial Services and Markets Act 2000.
  
- 6.2 Assured**  
Shall mean:-
  - a) (i) The Professional Practice[s] whether corporate, sole trader or partnership named in the Schedule;
  - (ii) The present, former or future partners and present or future directors of such Practice;
  - b) the Employees or former Employees of such Practice;
  - c) the estate, heirs, executors and assigns in bankruptcy of those parties mentioned in sub-paragraph (a) of this definition;
  - d) the Appointed Representatives named in the Schedule.
  
- 6.3 Binding Authority**  
shall mean any written agreement between the Assured and an underwriting or insurance company which delegates authority to the Assured, including but not limited to binding of business and/or settling of claims on behalf of the said underwriting or insurance company.
  
- 6.4 Circumstance**  
Shall mean information discovered by the Assured which suggests that a Claim by an identified claimant is more likely than not to be made against the Assured. Such information does not constitute a circumstance merely because the Assured has sold or advised in relation to a product or class of investment that is the subject of adverse press comment or regulatory investigation.
  
- 6.5 Claim**  
Shall mean:-
  - (i) any demand for compensation and/or damages or assertion of a right against the Assured which is communicated by a claimant to the Assured;
  - or

- (ii) any complaint required to be dealt with under the *Dispute Resolution: Complaints* section of the FCA Handbook.

Where the demand, assertion or complaint relates to a number of different transactions, each transaction will be treated as a separate Claim for the purposes of the Excess

**6.6 Documents**

Shall mean deeds, wills, agreements, records, written or printed books, letters, certificates or written or printed documents and/or forms of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this policy). This definition excludes bearer bonds, coupons, bank or currency notes or other negotiable paper.

**6.7 Employee**

Shall mean a person employed by the Assured under a contract, whose remuneration is subject to deductions of tax under the PAYE system. Self-employed or contract hire persons engaged by the Assured and acting under the control and management of the Assured in connection with the Assured's Professional Business shall be deemed to be employees for all purposes of this policy.

**6.8 Legal Defence Costs**

Shall mean all external legal defence costs and expenses incurred by or on behalf of the Assured with Underwriters' prior written consent in the investigation, defence or settlement of any Claim or potential Claim. Legal Defence Costs do not include salaries, remuneration costs and expenses of the Assured or the Assured's own staff.

**6.9 Negligence**

Shall mean a negligent act, a negligent error or a negligent omission.

**6.10 Period of this Policy**

Shall mean the period shown in the Schedule plus any extension to the period which may be granted by Underwriters.

**6.11 Professional Business**

Shall mean the Professional Business stated in the Schedule or as may be specifically endorsed to this policy

**6.12 Underwriters**

Shall mean those insurance companies or Lloyd's syndicates subscribing to this policy and detailed in the attachment to this policy. Underwriters' obligations under this contract are several and not joint and are limited solely to the extent of their individual proportions as set out in the attachment to this policy. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of their obligations.

**6.13 United Kingdom**

Shall mean the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

**6.14 Financial Ombudsman Service Awards**

Shall mean Awards made against the Assured by the Ombudsman appointed under Part XVI Financial Services and Markets Act 2000 under the Ombudsman's compulsory jurisdiction.

## **Notice to the Proposer/Assured.**

### **E.U. Disclosure Clause (U.K.):**

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

### **Complaints procedure**

AmTrust Europe Limited aims to give our Insured a high level of service at all times. However if you have a complaint about your policy please contact:

AmTrust Europe Complaints  
AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG  
Telephone: +44 (0) 115 934 9852  
E-mail: [complaints@amtrustr.eu.co.uk](mailto:complaints@amtrustr.eu.co.uk)

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants which includes consumers, micro enterprises, small business' and charities that employ less than 50 people with a yearly turnover of less than £6.5 million, and trustees of trusts that have a net asset value of less than £5 million.

Further information can be found at: <http://www.financial-ombudsman.org.uk/default.htm>

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Telephone: 0800 023 4567 or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect any legal right you have to take action against us.

AmTrust Europe Limited is a firm authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services no 202189. These details can be checked on the Financial Services register at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

**Am Trust Europe Limited** Registered in England and Wales. Company No. 1229676

## **PRIVACY AND DATA PROTECTION NOTICE**

### **1. DATA PROTECTION**

AmTrust Europe Limited (the Data Controller) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at [www.amtrusteurope.com](http://www.amtrusteurope.com)

### **2. HOW WE USE YOUR PERSONAL DATA**

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

### **3. SENSITIVE PERSONAL DATA**

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

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### **4. DISCLOSURE OF YOUR PERSONAL DATA**

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

### **5. INTERNATIONAL TRANSFERS OF DATA**

We may transfer your personal data to destinations outside the European Economic Area (“EEA”). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

### **6. YOUR RIGHTS**

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

### **7. RETENTION**

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact **The Data Protection Officer, AmTrust International - please see website for full address details.**