

Accidental Damage & Theft

Policy Document

Great American International Insurance DAC (“Great American”) and XL Catlin Insurance Company Limited agree to cover You in accordance with, and subject to, the terms, exclusions and conditions set out below.

The Underwriter

This policy is underwritten by Great American International Insurance DAC and XL Insurance SE (also referred to as **We**, **Our** and **Us**).

Great American International Insurance DAC are authorised and regulated by the Central Bank of Ireland and registered in Ireland at Station House, Dublin Road, Malahide, Co Dublin, Ireland. Company Registration Number 380145.

In respect of business in the United Kingdom, they are regulated by the Financial Conduct Authority (number 402274) for conduct of business rules.

XL Catlin Insurance Company UK Limited is regulated by the Financial Conduct Authority (No. 423308) and whose registered office is at 20 Gracechurch Street, London, EC3V 0BG

This policy is administered by Burnett & Associates Ltd, 3000 Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3FQ. Registered in England No. 1472537 and is authorised and regulated by the Financial Conduct Authority registration number 305511.

Understanding your policy

Please read the policy carefully and make sure **You** understand and fully comply with its terms and conditions as failure to do so may jeopardise the payment of any claim that might arise and could lead to the policy becoming void.

Please ensure **You** keep it in a safe place, so **You** can read it again if **You** need to.

The Policy

This policy is evidence of a contract of insurance. In return for having accepted **Your** premium, **We** will provide the insurance as stated in this policy. **Your Proposal** and undertaking to pay the premium, where appropriate, is the basis of the contract and forms part of the policy.

The policy contains details of the insurance cover **You** have purchased, what is excluded from the cover and the conditions of this insurance. The policy should be read in conjunction with the policy schedule.

The Policy Schedule

This must be kept with the policy and contains **Your** details, **Equipment** details and the **Period of Insurance**. Please check that the information contained in the schedule is correct and that it meets **Your** requirements. If it does not, please contact the policy **Administrator**.

The law applicable to this policy

This policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communication of and in connection with **Your** policy shall be in the English language.

Legal rights

This insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Equipment** is found to be unfit for the purpose for which it was intended or is not as described or is not of satisfactory quality.

We may take such proceedings as **We** think fit in **Your** name to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **We** shall be or may become entitled or subrogated under this certificate and **You** will, at **Our** request and expense, do and concur in doing and permit to be done such acts as may be reasonably required by **Us** for that purpose.

If, at the time of **Theft, Fire, Flood, Malicious, Liquid or Accidental Damage** of, or to the **Equipment**, any other insurance covers the same, **We** shall not be liable to pay or contribute more than **Our** proportion of the indemnity for such **Theft, Fire, Flood, Malicious, Liquid or Accidental Damage**.

Our liability under this certificate for any **Period of Insurance** shall be conditional upon payment in advance of the appropriate premium due for that period.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold:

Accidental Damage	Accidental damage means physical damage caused by a sudden and unexpected event (including malicious damage, damage to screens and damage resulting from contact with water and other liquids) that prevents Your equipment from meeting its designed function.
Administrator	Means Burnett & Associates Ltd, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3FQ. Customer Services telephone number: 0333 999 7901 (local rate call)
Claims Office	Means the office that deals with claims matters arising from this policy and the address and telephone number are detailed in this document under claims procedure.
Component(s)	Means any mechanical, electrical or electronic part, which forms part of the Equipment's original specification, insured under this policy as defined on the policy schedule.

Computer Virus	Is a self-replicating program that spreads by inserting copies of itself into other executable code or documents, which is loaded onto Your Equipment without Your knowledge and runs against Your wishes.
Cosmetic Damage	Means a degree of physical damage that simply refers to impairment of only the appearance of a covered item, but not its functionality.
Equipment	Means a computer or electronic equipment plus accessories supplied to You and as stated on the policy schedule.
Fire Damage	Means any damage caused to the Equipment by an ignition of flammable materials, which was accidental and unforeseen.
Flood Damage	Means permanent or irrecoverable damage to the Equipment which stops the Equipment functioning as it was designed to, caused by the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam in addition to inundation from the sea.
Forced and Violent Entry or Exit	Means a criminal act that has caused physical damage to property through both forcible and violent actions of a third party.
Geographical Limits	Means Worldwide with the exception of Cuba and Iran for portable equipment, and the United Kingdom for non-portable equipment.
Indemnity/ Indemnified	Means if We pay to have Components on the Equipment replaced or repaired resulting in the Equipment being in a better condition than it was before the Fire, Flood, Malicious or Accidental Damage, Liquid Damage or Theft , You may be required to pay a contribution towards the cost, or We may at Our option use reconditioned Components
Liquid Damage	Means any damage caused by a sudden and unforeseeable ingress or fluid.
Malicious Damage	Means any Accidental Damage, Fire Damage, Liquid Damage or Flood to the Equipment deliberately caused by any third party which You were unable to prevent.
Period of Insurance	Means the period between and including the start and end dates shown on the Certificate of Insurance.
Proposal	Means any signed application and declaration together with any additional information You may have supplied to Us in support of Your request for insurance.
Repairer	Means any full-time business providing an Equipment repair service authorised by Us .
Repair Cost	Means the cost of both repair materials and labour (including VAT where appropriate) necessitated in rectifying the Fire Damage, Flood Damage, Malicious Damage, Liquid Damage, Accidental Damage .

Replacement Cost	Means the cost of replacement Equipment or Components of similar make and quality as the Component that had suffered Fire Damage, Flood Damage, Malicious Damage, Liquid Damage, Accidental Damage including the labour cost of fitting the new Component , in line with part manufacturer list prices.
Single Claim Limit	Is the maximum amount that can be claimed for any one claim during the Period of Insurance for any Theft, Fire Damage, Flood Damage, Malicious Damage, Liquid Damage, Accidental Damage and is stated on the policy schedule.
Theft	Means the dishonest removal of the Equipment from Your possession by a third party.
Unattended	Means not within Your sight at all times and out of Your arms-length reach, other than when in a locked room or locked cupboard.
We/Us/Our	Means Great American International Insurance DAC and XL Insurance SE
Wear and Tear	Means the gradual deterioration associated with normal use and age of the Equipment and its Components .
You/Your/Yourself	Means the policyholder as named in the policy schedule.

What is covered

1. Fire, Flood, Malicious, Liquid or Accidental Damage Cover

If the **Equipment** suffers **Fire, Flood, Malicious, Liquid or Accidental Damage**, **We** will Indemnify **You** for either the parts and labour cost of repairing the **Equipment** or, at **Our** choice, for the cost of replacement **Equipment** of the equivalent general specification and for the courier costs, during the **Period of Insurance**, whilst the **Equipment** is within the **Geographical Limits**, subject to the conditions and exclusions set out in this policy.

You are **Indemnified** against Repair or **Replacement Costs** up to the **Single Claim Limit**.

2. Theft Cover

If the **Equipment** is stolen during the **Period of Insurance**, whilst the **Equipment** is within the **Geographical Limits**, **We** will replace the **Equipment** with **Equipment** of the equivalent general specification and for the Courier costs subject to the conditions and exclusions set out in this policy.

You are **Indemnified** against **Replacement Costs** up to the **Single Claim Limit**.

What is not covered

Specific exclusions applying to **Fire, Flood, Malicious Damage, or Accidental Damage** cover.

We shall not be liable in respect of:

- Damage to **Equipment** that is not suitably stored, packed or protected whilst being transported or carried.
- Damage to the **Equipment** whilst on hire or loan to any third party.
- Damage to the **Equipment** whilst left **Unattended** on the floor.
- **Wear and Tear**.

Specific exclusions applying to **Theft** cover.

We shall not be liable in respect of:

- **Theft** of the **Equipment** whilst kept in an **Unattended** motor vehicle unless the vehicle is locked, the **Equipment** is placed out of sight and all protections put into operation so that forced and violent entry into the vehicle is required. A copy of the repairer's account for such damage to the vehicle must be submitted with any claim made.
- **Theft** of the **Equipment** from any motor vehicle between 22.00 hours and 06.00 hours
- **Theft** of the **Equipment** when the **Equipment** has been left **Unattended** (out of **Your** sight and reach) when it is away from **Your** home.
- **Theft** of the **Equipment** from any property or premises unless such **Theft** has occurred through **Forced and Violent Entry or Exit**. A copy of the repairer's account for such damage to the property or premises must be submitted with any claim made.
- **Theft** of the **Equipment** whilst on hire, on loan or in the possession of any third party.
- Lost or misplaced **Equipment**.

General exclusions applying to all sections of the policy.

We shall not be liable in respect of:

- Any item not included on the policy schedule.
- **Fire, Flood, Malicious, Liquid or Accidental Damage or Theft** to any additional **Equipment** or accessories including but not limited to carrying cases, battery chargers (other than those supplied as original **Equipment** with the **Equipment** and identified from the policy schedule or additional **Equipment** as identified on the policy schedule), hands free mounting kit or external antennae.
- **Malicious, Liquid or Accidental Damage, or theft** whilst the **Equipment** is left **Unattended**.
- Any **Equipment** not owned by **You** or **Your** responsibility under any finance or hire agreement.
- Loss of use of **Equipment** or any other costs that are caused by the event which led to **Your** claim, unless specifically stated in this Policy Document.
- Costs recoverable from any party under the terms of any guarantee or warranty (or which would be recoverable but for the act or omission by **You**).
- Any reduced performance or efficiency of the **Equipment**.
- Any costs incurred either by or in the process of installing the **Equipment** or in subsequently relocating it.
- Any associated charges levied by any provider to **You**.

- Repairs and maintenance carried out by anyone other than a **Repairer** nominated by the **Administrator** and accepted by **Us**.
- Any costs relating to software change.
- Any costs incurred where it is found that the **Equipment** is functioning normally or where no fault or damage is found, and the **Equipment** has not suffered **Fire, Flood, Malicious or Accidental Damage, Liquid or Theft**.
- **Fire, Flood, Malicious, Liquid or Accidental Damage or Theft** caused by negligence, abuse or misuse in respect of the **Equipment** including but not limited to:
 - a) Failure to use or site the **Equipment** in accordance with manufacturer's instructions and failure to follow maintenance recommendations;
 - b) The use of accessories or **Equipment** not approved by the manufacturer or incorrect connections of signal leads or application of incorrect electrical supply;
 - c) Faulty software or programming or electrical power surge or fluctuation.
- The cost of remedying or making good solely due to:
 - a) **Wear and Tear**, gradual deterioration or oxidation;
 - b) Gradually developing defects, cracks, flaws or fractures;
 - c) Scratching or chipping of any surfaces or **Cosmetic Damage**.
- The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- **Fire, Flood, Malicious, Liquid or Accidental Damage or Theft** directly or indirectly caused by or contributed to by or arising from:
 - a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - b) Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear **Component** thereof;
 - c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Loss of or damage to data carrying material.
- This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **Computer Virus** or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- External data carrying materials and any computer program or data information recorded thereon unless stated above.
- The costs of rectifying programming errors or design defects in software.
- Any expenditure in consequence of the use by **You** of software in respect of which development has not been finalised or which has not passed all testing procedures, or which has not been successfully proven.
- Any expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media.
- The value to **You** of data stored on the **Equipment**.
- The costs for installing or re-purchasing any content such as data, music, photos, apps or software to the replacement equipment with exception of any software provided under the Disabled Student Allowance that was already installed on the equipment.

If any claim made under this insurance policy is fraudulent in any respect, or if any fraudulent means or devices are used by **You** to obtain any benefit hereunder, all benefit under this policy shall be forfeited.

General Conditions

Specific conditions applying to **Theft** cover:

- a) The possible or actual **Theft** of the **Equipment** must be reported as soon as it is reasonably possible to the **Claims Office**.

If the **Equipment** is subsequently retrieved or returned it will become **Our** property.

- b) **You** must, as soon as it is reasonably possible report the **Theft** to the Police or other relevant authority if abroad and obtain an incident report number.

General conditions applying to ALL sections:

You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

The cost of repair and the cost of replacement **Equipment** shall be on the basis agreed between the **Repairer** and **Us** from time to time. The observance and fulfillment of the conditions of the certificate by **You**, insofar as they relate to anything to be done or observed by **You**, shall be a condition precedent to any liability hereunder.

We do not accept responsibility for faults in workmanship or materials, or any consequential loss in repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any charges in excess of or rejected as not being **Our** liability.

You must take all reasonable steps to prevent loss, **Theft, Fire, Flood, Malicious, Liquid or Accidental Damage** to the **Equipment** or memory, including but not limited to:

- Keeping the **Equipment** in a proper state of maintenance and repair;
- Storing the **Equipment** in a suitable, safe place when in and out of use;
- Using the **Equipment** in accordance with manufacturer's instructions and maintenance recommendations;
- Notifying any claim to the **Claims Office** either by telephone or at the address provided to **You** and submitting a completed claim form to the **Claims Office** as soon as reasonably possible.
- Providing, at **Your** expense, all details that **We** may require concerning the cause and amount of the **Theft, Fire, Flood, Malicious, Liquid or Accidental Damage**.

Duty of care

The cause of any warning light, text box or other warning indicator must be rectified as soon as possible following the indication. The **Equipment** must not be operated after any **Fire, Flood, Malicious, Liquid or Accidental Damage** or incident if this could cause further damage to **Equipment**.

You must take all reasonable steps to minimise the risk of damage to or **Theft of Your Equipment**.

We will consider the individual circumstances surrounding **Your** own claim when deciding whether or not **You** have taken reasonable care of your **Equipment**, and whether or not **Your** claim can be accepted.

Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated, in any respect, or
- Make a statement in support of a claim, knowing the statement to be false in any respect, or
- Submit a document in support of a claim, knowing the document to be forged or false in any respect, or
- Make a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance, Then **We**:
 - **Will not** pay the claim;
 - **Will not** pay any other claim which has been made or will be made under the policy;
 - **Will** declare the policy void;
 - **Will** be entitled to recover from **You** the amount of any claim already paid under the policy;
 - **Will** not make any return of premium;
 - **Will** inform the Police of the circumstances

Duty of disclosure

The policy has been issued based upon information, which **You** have given to **Us** about **Yourself**, and **Your Equipment**. **You** have a duty to tell **Us** immediately of any changes to this information, in particular any change of address. Failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms

Cancelling the policy

To cancel this policy, please contact the **Administrator**:

Burnett and Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.
Telephone: 0333 999 7901 (local rate call)
Email: admin@burnett.co.uk

If **You** cancel within the first 14 days of receipt of the policy documentation, providing there has been no claim or incident likely to give rise to a claim, **We** will refund any premium paid.

If **You** cancel this policy after 14 days of receipt of the policy documentation:

If there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance.

We may also cancel this policy by sending 30 days' notice to **You** at **Your** last known address. If there has been no claim (or claim pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

Claim conditions & how to make a claim

You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

If **You** believe a claim has occurred or there is a potential claim under this policy, please help **Us** by reporting **Your** claim according to the following procedure. In the first instance, please contact the **Claims Office** either:

- a) Online at www.dsa-claims.co.uk
- b) By telephone on 0333 999 7901 (option 2); or
- c) By email to claims@burnett.co.uk;

All claims **MUST** be made as soon as reasonably possible after the incident giving rise to **Your** claim.

For claims authorisation, **You** must:

- Confirm **Your** policy number and **Equipment** details;
- Confirm the cause of **Fire Damage, Flood Damage, Liquid Damage, Malicious Damage, Accidental Damage or Theft**;
- For **Theft**, confirm the Crime Reference Number.

If the claim is covered by the policy, authorisation will be given by the **Claims Office** to carry out the repair or replacement. A claims authority number will be issued with an authorised **Repair Cost** or **Replacement Cost**, which is the most **We** will pay for the repair or replacement, subject to **Your Single Claim Limit**.

Should **You** decide to give permission to the **Repairer** to commence work, without obtaining an authorisation number from the **Claims Office**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us Our** right under this policy to agree cover, inspect the **Equipment** and manage costs prior to its repair.

Use of an Engineer

At notification of any claim, or following receipt of the estimate, the **Claims Office** reserves the right to:

- Instruct an independent Engineer to inspect **Your Equipment** before authorising any claim; or
- Inspect any **Components**, which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When this right is exercised, **We** shall have no liability for any loss to **You** arising from any possible delay. Any decision on liability will be withheld until this report is received.

Salvage

We shall be entitled to take and keep possession of any damaged and replaced **Components** and/or **Equipment** and to deal with the salvage in a reasonable manner. No property may be abandoned to **Us**.

Contribution and Indemnity

In the event of **Fire, Flood, Malicious, Liquid** or **Accidental Damage** or **Theft** to the **Equipment** for which a claim is admitted under this policy, the basis upon which the amount payable is to be calculated shall be:

- a) The cost of repair or replacement of the lost or damaged part of the **Equipment** to a condition equal to but not better or more extensive than its condition when new. When replacement parts are not available from the manufacturers or their agents **Our** liability shall be limited to the cost of an equivalent repair to similar **Equipment** of current manufacture.
- b) Where the **Equipment** is lost or in **Our** opinion damaged beyond repair, its replacement will be **Equipment** of equivalent specification and at **Our** discretion will be a new or refurbished unit. Where **Equipment** of equivalent specification is not available, **We** will pay for similar replacement **Equipment** with the nearest higher specification.

Replacement should be carried out in this way with reasonable dispatch. No payment will be made until the cost is actually incurred.

When the Equipment has been repaired

If **You** are aware, or believe, that the repair is not satisfactory advise the **Claims Office** immediately.

Complaints notification

Our aim is to provide the highest level of service to **You** at all times in dealing with all aspects of **Your** insurance. **We** do, however, realise that things can go wrong occasionally.

If **You** feel **We** have not achieved **Our** aim, please inform **Us**. Your feedback enables **Us** to monitor and improve the service **We** provide.

In the first instance, please contact the **Administrators** Claims Manager either:

- by telephone on 0333 999 7901
- by e-mail to admin@burnett.co.uk
- by post to Burnetts and Associates Limited, 3000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3FQ.

Please ensure that **You** quote **Your** policy number in all correspondence and enclose any evidence or documentation that **You** wish to be considered in reviewing **Your** complaint. The **Administrator** will do their best to resolve **Your** complaint quickly and with the least inconvenience to **You**, and within the following timescales:

- They will acknowledge **Your** complaint within 2 working days of receipt.
- They will aim to resolve **Your** complaint within 5 working days.
- If further investigation is required, they will aim to resolve **Your** complaint within four weeks of receipt.
- If the **Administrator** is unable to resolve **Your** complaint within these timescales, they will write to **You** to let **You** know why they have not been able to do so.

If **You** feel that **You** have not received a satisfactory response, or **Your** complaint has not been resolved within eight weeks of **Our** receiving it, **You** may refer **Your** case to the Financial Ombudsman Service (the FOS), set up by the Financial Conduct Authority to review unresolved Complaints. The FOS can be reached at:

- By Telephone: 0207 964 1000 (Switchboard) or; 00 44 207 964 1000 (for calls outside of the UK) or;
- By E-mail: complaint.info@financial-ombudsman.org.uk
- By Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Following this complaint procedure does not affect **Your** right to take legal action.

The Financial Services Compensation Scheme (FSCS)

Your insurer is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **Your** insurer cannot meet their obligations, depending on the type of insurance and the circumstances of **Your** claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

Consumer Insurance Act (choose between this clause and “Duty of Disclosure”)

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions **We** may ask **You** as part of **Your Proposal** under this **Policy**.

You must make sure that all information supplied as part of **Your Proposal** is true and correct and tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to provide answers in line with the requirements of the Act may mean that this **Policy** is invalid and that it does not operate in the event of a claim.

Economic or Trade Sanctions

No cover or benefit shall be provided, and no sum shall be payable under this **Policy** to the extent that providing or paying it would directly or indirectly put **Us** or **Our** ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

Data Protection

We process the personal data of policyholders and insureds on the basis of legitimate interest whereby the processing of the personal data is necessary for the performance of a contract of insurance and/or for assisting in the underwriting of a potential risk. This Privacy Notice describes **Our** data protection practices and data subjects' rights in respect of personal data.

Depending upon the kind of insurance cover **We** are being asked to provide and the kind of claim **We** are being asked to pay **We** will seek different kinds of information. For example, Information about people and property for which **We** provide insurance cover is sought by **Us** before cover is provided.

In order to provide insurance cover (an insurance policy) or to pay a claim **We** generally need information about:

- a) The person and / or property that **We** are being asked to insure
- b) Property, for which repair or replacement costs are being sought under **Our** insurance policy
- c) Medical and/or relevant conviction information where necessary to assess the risk.

Who we share information with?

We may share the personal data of policyholders and insureds with other entities within **Our** respective groups. Various entities are located outside the European Economic Area (for example, the United States of America). **We** have the standard provisions on data protection as drawn up by the European Commission included in agreements in force to ensure adequate safeguarding of information.

We also share data with Third Parties. Third parties to whom **We** disclose **Your** Personal Information are required by law and contractual undertakings to keep **Your** Personal Information confidential and secure, and to use and disclose it for purposes that a reasonable person would consider appropriate in the circumstances, in compliance with all applicable legislation. The purposes for which **We** may disclose **Your** Personal Information to third parties are as follows:

- a) With **Our** appointed agents, sub agents and intermediaries for insurance administration and claims validation purposes
- b) With loss adjusters for claims investigation purposes
- c) With **Our** reinsurance providers
- d) With agents authorised by **You** to act on **Your** behalf
- e) With regulatory bodies

How long will we hold your information?

The personal data of insureds / policyholders are kept no longer than is necessary for the performance of a contract or required by law.

Security of Personal data

We take appropriate technical and organisational measures to protect the personal data of policyholders and insureds against loss or against any form of unlawful processing.

What are your rights with respect to your Data?

You have a number of rights relating to **Your** information. **You** have the right to:

- **Request access** to **Your** personal data (commonly known as a "data subject access request"). This enables **You** to receive a copy of the personal data **We** hold about **You** and to check that **We** are lawfully processing it.
- **Request correction** of the personal data that **We** hold about **You**. This enables **You** to have any incomplete or inaccurate data **We** hold about **You** corrected.

- **Request erasure** of **Your** personal data. This enables **You** to ask us to delete or remove personal data where **You** believe there is no good reason for **Us** continuing to process it.
- **Object to processing** **You** can object to any processing of **Your** personal data; however, it is important to note that this may result in **Us** being unable to provide coverage.
- **Request restriction** of processing of **Your** personal data. This enables **You** to ask **Us** to suspend the processing of **Your** personal data in the following scenarios:
 - (a) if **You** want **Us** to establish the data's accuracy;
 - (b) where **Our** use of the data is unlawful, but **You** do not want **Us** to erase it;
 - (c) where **You** need **Us** to hold the data even if **We** no longer require it as **You** need it to establish, exercise or defend legal claims; or
 - (d) **You** have objected to **Our** use of **Your** data, but **We** need to verify whether **We** have overriding legitimate grounds to use it.
- **Request the transfer** of **Your** personal data to **You** or to a third party. **We** will provide to **You**, or a third party **You** have chosen, **Your** personal data in a structured, commonly used, machine-readable format.
- **Request details of transfers outside of the EEA** of **Your** personal data. **You** can ask to obtain a copy of, or reference to, the safeguards under which **Your** personal data is transferred outside of the European Economic Area.

You will not have to pay a fee to access **Your** personal data (or to exercise any of the other data protection rights). However, **We** may charge a reasonable fee if **Your** request is clearly unfounded, repetitive or excessive. **We** may also need to request specific information from **You** to help **Us** confirm **Your** identity and ensure **Your** right to access **Your** personal data. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. **We** try to respond to all requests within one month. Occasionally it may take **Us** longer than a month if **Your** request is particularly complex or **You** have made a number of requests. In this case, **We** will notify **You** and keep **You** updated.

Contact and Complaints

How to access **Your** information and make a correction:

You have the right to request a copy of the personal information that **We** hold about **You**. To do this simply write to **Us** at the address below or contact **Us** by email. **We** will take all reasonable steps to confirm **Your** identity before providing **You** with details of any personal information **We** may hold about **You**.

We want to make sure that **Your** personal information is accurate and up to date. As such, **You** may ask **Us** to correct or remove information **You** think is inaccurate. **You** can contact **Our** Data Protection Officer at the following:

In writing: Burnett & Associates Ltd, 3000, Lakeside, North Harbour, Western Road, Portsmouth, Hampshire, PO6 3FQ.

By email: admin@burnett.co.uk

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Data Protection Officer using the details above. If **You** remain dissatisfied, **You** may raise **Your** concerns directly with the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

To read **Our** data privacy notice/policy in full and for more information about **Your** data protection rights please visit **Our** websites: www.gaiil.com/contact-us and <https://xlgroup.com>