

# Policy Booklet

Your Home emergency policy terms and conditions.



LLOYDS BANK

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# Home emergency service

In the event of an **emergency** occurring in the **home** during the **insurance period** due to any of the causes listed under 'Your cover' on pages 8-10, but excluding situations listed under 'What is not covered' on pages 8-10 and under 'General exclusions applying to the whole policy' on page 11, **we** will arrange for a **tradesman** to attend the home and to carry out temporary or permanent repairs in the circumstances detailed to resolve the **emergency**.

Home emergency does not cover everything **you** might regard as an **emergency**. It does not cover normal day to day household maintenance or repairs which need to be carried out periodically, such as descaling water pipes or curing leaking taps. If, following an **emergency**, a permanent repair is necessary, the **tradesman** will carry it out provided it can be effected during the visit and at a similar expense. This insurance may not cover the cost of full repair or replacement, even when it is necessary following an **emergency**.

**You** may be able to claim all or some of the cost of the repair or replacement under **your** Buildings and/or Contents insurance and **you** should seek advice from **your** insurance company or **your** insurance adviser as soon as possible.

The most **we** will pay for any one **emergency** is:

- £1,000 inclusive of parts, materials, alternative accommodation, VAT and the **tradesman's** attendance and callout charge.

**We** will endeavour to provide an appropriate **tradesman** as quickly as possible. However, in periods of adverse weather, attendance times may be extended.



WITHIN 48 HOURS  
OF DISCOVERING AN  
EMERGENCY CALL THE  
LLOYDS BANK 24-HOUR HOME  
EMERGENCY HELPLINE ON:  
**0800 731 0094**

This insurance does not cover gas leaks. All gas escapes are handled by National Grid. If **you** suspect a gas leak **you** should telephone the National Grid national emergency number on **0800 111 999**.

Please note: For **your** protection calls may be recorded and monitored. Calls to 0800 numbers are free of charge from UK landlines. These charges may differ if calling from a mobile.

**Your** Lloyds Home emergency insurance is not the same as Buildings and/or Contents insurance, nor is it a substitute for it.

**! This is an important policy document to read and keep safe.**

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# Protection for your home

Thank **you** for taking out Home emergency cover with **us**. We hope **you** will keep **your** policy for many years to come. We are committed to giving **you** a first class service at all times.

## To begin with, we will:

- send **you your** new policy very quickly – always within five working days of cover being arranged; or
- let **you** know if there are any queries as soon as **we** can – always within five working days.

## All the time, we will:

- provide the 24-hour Home emergency helpline – **0800 731 0094**;
- provide a telephone helpline to answer any questions **you** may have – **0330 102 2822**;
- respond to any letters **you** send **us** by return where possible, but always within five working days.

## If you need to claim:

When **you** telephone **0800 731 0094** to register **your** claim, **we** will:

- take down all the details **you** give **us**, tell **you** what the next steps are and if **you** need to do anything further;
- explain to **you** how **your** claim will be handled, and deal with it in the shortest possible time; and
- let **you** know quickly if anything is not covered and why.



## IMPORTANT INFORMATION

Please note: For **your** protection telephone calls may be recorded and monitored.

# How do I claim?

Should **you** be unfortunate enough to suffer a domestic **emergency** which endangers **your** home, please make sure that **you** have read and understood **our** definition of an **emergency** before following these simple steps:



## 1. Call us on 0800 731 0094

Telephone Lloyds Bank Home emergency helpline within 48 hours of discovery.

## 2. Have your policy number to hand

Tell **us your** Lloyds Bank Home emergency policy number.

## 3. Tell us what happened

Using this information, **we** will then assess how to proceed and what form of assistance would be appropriate to deal with the **emergency**.



Please remember to call the Lloyds Bank Home emergency helpline first. Please do not go ahead and make **your** own arrangements as **we** cannot reimburse costs incurred without our prior agreement.

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## For you to claim successfully your claim must fall into both the following categories:

### 1. Emergency:

A sudden or unforeseen event at **your home** which, if not dealt with within 48 hours of discovery, will:

- make the **home** unsafe or insecure for **you** and **your family**; or
- cause damage to the **home** or its contents; or
- result in the **home** losing its main source of heating, lighting or water.

### 2. Perils covered:

- a. Repairs following failure of, or damage to, the plumbing and drainage system for which **you** are legally responsible.
- b. Failure of the electricity supply within the **home**.
- c. Repairs necessary to the outside doors, or to the frame or glazing of outside doors or windows of the **home** to make the **home** safe or secure. Failure of, or damage to, the external locks of the **home**.
- d. Loss of heating and/or hot water following a failure or breakdown of the **main heating system**.
- e. Repairs to make the roof of the **home** watertight and prevent further damage.
- f. Alternative accommodation in the event of **your home** becoming uninhabitable and remaining so overnight, **we** will pay up to £250 including VAT in total for:
  - **your** overnight accommodation; and/or
  - transport to such accommodation.
- g. Replacement boiler if as a result of a claim under cover d) the **tradesman** decides **your** boiler is **beyond economic repair**, **we** will pay up to £500 towards the cost of **your** new boiler.

- h. Pests - removing rats, mice or squirrels, or the treatment and removal of cockroaches, wasps or hornets nests that occur inside the **home** or are attached to the main structure of the **home**.

This is a brief summary of what the policy does cover. The full details of what the policy does and does not cover are shown on pages 8-10.

### Claim notification

Conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** and **your family** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under 'How do I claim?'. Please be aware that events that may give rise to a claim under the insurance must be notified within 48 hours of discovery.

Claims conditions require **you** to provide **us** at **your** own expense, with such information and assistance as **we** may require. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your home** and mobile telephone numbers;
- personal details necessary to confirm **your** identity;
- policy number;
- the date of the incident; and
- the cause of the loss or damage.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with this information.

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# The insurance contract

This policy is a legal contract between **you** and **us**.

**Our** part of the contract is that **we** will provide the cover set out in this policy wording for the **insurance period**.

**Your** part of the contract:

- **you** must pay the premium; and
- **you** must comply with all the conditions set out in this policy.

If **you** do not meet **your** part of the contract, **we** may turn down a claim or **you** may find that **you** do not have any cover.

There are conditions of the insurance that **you** or **your family** will need to meet as **your** part of this contract on pages 6-7. The conditions set out when **we** would cancel **your** policy. Please take the opportunity to read the policy conditions.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws.

Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

This policy has been underwritten by Royal & Sun Alliance Insurance plc in the United Kingdom.

## Cooling off period

If **you** cancel within the first 14 days **your** premium will be refunded, unless **you** have made a claim.

This 14-day period starts on the day **you** receive **your** policy documents or the day **your** policy starts, whichever is the later.

For further cancellation information, please refer to 'Cancelling the policy' on page 7.

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# Words with special meanings

Whenever the following words appear in the policy booklet in **bold** they will always have these meanings.

## Beyond economic repair

The point at which the **tradesman** estimates that the cost to repair **your** boiler exceeds its value.

## Emergency

A sudden or unforeseen event at **your home** which, if not dealt with within 48-hours of discovery will:

- make the **home** unsafe or insecure for **you** and **your family**;
- cause damage to the **home** or its contents; or
- result in the **home** losing its main source of heating, lighting or water.

## Home

The house, bungalow, flat or maisonette shown as **your** risk address on **your** schedule which is **your** permanent **home** and is owned and occupied by **you** or **your family** for private residential purposes. The **home** when it is lived in solely by anyone other than **you** or **your family** will not be covered.

Garages (unless integral with the **home**), sheds, greenhouses, outbuildings or land belonging to **your home** are not included.

## Insurance period

The period for which the insurance is in force. This is 12 months from the date that cover commences and also includes any further period for which **you** pay or agree to pay and for which **we** accept or agree to accept **your** premium.

## Main heating system

The main central heating and hot water systems of the **home**, including a domestic boiler which has an output of no greater than 150,000 BTUs.

The following are not included:

- solar heating systems;
- non-domestic central heating boilers and their associated pipework and equipment; or
- central heating fuel tanks.

## Tradesman

A person approved and instructed by **us** who is competent to provide domestic repair services appropriate to the **emergency**. This will be based on the information **you** provide when **you** claim.

## Unoccupied

When **your home** has not been lived in by **your family** for more than 30 days in a row. Lived in means slept in frequently.

## We/us/our

Royal & Sun Alliance Insurance plc. Registered in England and Wales, no. 93792. Registered at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Royal & Sun Alliance Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## You/your

The person named as policyholder on the policy schedule.

## Your family

Any of the following people providing they normally live with **you**:

- **your** husband, wife, civil partner or partner;
- children (including foster children);
- relatives; and/or
- **your** domestic employees.

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# General conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this policy. **We** will act in good faith in all **our** dealings with **you**.

## Serviced within the last 24 months

The **main heating system** must be serviced and maintained by a registered **tradesman**, providing certification or other proof of service within the last 24 months.

## Taking care

1. **You** and **your family** must take all steps to prevent loss or damage to everything which is covered by this insurance and to keep the **home** and its contents insured in good condition and in good repair.

## Changes in your circumstances

2. Using the address on the front of the policy schedule, **you** must tell **us** within 30 days as soon as **you** know about any of the following changes:
  - a permanent change of address;
  - if **your home** is to become **unoccupied** for more than 30 consecutive days; or
  - if **your home** is to become let out to tenants or shared with lodgers.

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

## Making a claim

3. Before **you** can make use of any of the services described in this booklet **you** must contact **us** and obtain **our** agreement to deal with **your** claim as described on page 2.

4. Any **emergency** must be reported to **us** within 48 hours of discovery.
5. **We** may not pay a claim if the part of the **home** or the system, equipment or facility which has given rise to the **emergency** has not been maintained in a safe or serviceable condition.
6. **We** will decide upon the best way of dealing with **your** claim based on the information **you** provide when **you** make a claim, taking into account **your** wishes, where possible.
7. If **you** have any other insurance that covers the same costs or damage as this policy **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of the claim.
8. If dishonesty or exaggeration is used by **you** or **your family** or anyone acting on behalf of **you** or **your family** to obtain:
  - a claims payment under **your** policy;
  - cover for which **you** do not qualify; or
  - cover at a reduced premium;then all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.
9. **You** must pay any callout charge if having asked for assistance **you** are not at **home** when the **tradesman** arrives at the time agreed.
10. **We** will arrange to make the **home** safe or secure or prevent damage or further damage to the **home**. **We** will not pay for any inconvenience, loss or damage caused by delay in the provision of spare parts or components by manufacturers or suppliers. Spare or replacement parts may not be from the original manufacturer.

11. **We** will try to obtain a suitable **tradesman** based on the information **you** provide when **you** make a claim; provided **we** are not prevented from doing so by weather conditions, industrial disputes (official or not), failure of the public



transport system including the road or rail network, repairs to the road or rail network or other circumstances preventing access to the **home** or making the provision of the service impractical.

12. If **you** needs exceed the cover provided by this policy **we** will still offer **you** assistance but **you** must pay any excess costs to the **tradesman** at the time the service is provided.

### Cancelling the policy

13. If **you** wish to cancel **your** policy please write to **us** at the address or call the number shown on **your** policy schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **insurance period**.

#### Cancellation by you within the first 14 days

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **insurance period**.

#### Cancellation by you after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, **you** may do so by giving **us** at least seven days notice in writing at the address shown on **your** policy schedule, **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.

#### Where we cancel your policy

Please also refer to the Fraud condition on page 6 section 8 of this policy and to the Changes in circumstances condition on page 6 of this policy.

**We** may also cancel the policy where **we** have identified serious grounds, including but not limited to:

- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property; or
  - the use of foul or abusive language; or
  - nuisance or disruptive behaviour.
- We** will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between us, **we** may cancel the policy by giving **you** 30 days' notice.
- This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.
- We** also reserve the right to terminate the policy in the event that there is a default in the instalment payments due under any linked loan agreement, by giving **you** 14 days' notice at **your** last known address.

### Financial Sanctions

14. **We** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** 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, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **insurance period** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

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# Your cover

This part of the policy sets out the cover **we** provide. For a full list of exclusions that apply to the whole policy, please refer to the policy exclusions listed on page 11 of this policy booklet.

For **you** to claim successfully **your** claim must fall into both the following categories:

## 1. Emergency:

A sudden or unforeseen event at **your home** which, if not dealt with within 48-hours of discovery, will:

- make the **home** unsafe or insecure for **you** and **your family**;
- cause damage to the **home** or its contents; or
- result in the **home** losing its main source of heating, lighting or water.

## 2. Perils covered:

- a. Repairs following failure of, or damage to, the plumbing and drainage system for which **you** are legally responsible.
- b. Failure of the electricity supply within the **home**.
- c. Repairs necessary to the outside doors, or to the frame or glazing of the outside doors or windows of the **home** to make the **home** safe or secure. Failure of, or damage to, the external locks of the **home**.
- d. Loss of heating and/or hot water following a failure or breakdown of the **main heating system**.
- e. Repairs to make the roof of the **home** watertight and prevent further damage.

This is a brief summary of what the policy does cover. The full details of what the policy does and does not cover are shown next.

What is covered ✓	What is not covered X
<p>a) Plumbing or drainage</p> <ul style="list-style-type: none"><li>Repairs necessary to restore the service or to prevent further damage to the <b>home</b> as a result of failure of or damage to the plumbing or drainage system for which <b>you</b> are legally responsible.</li></ul>	<ul style="list-style-type: none"><li>Cesspits, septic tanks and associated fittings.</li><li>Any mains service which is the responsibility of a public service company.</li><li>Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain.</li><li>Descaling and any work arising from hard water scale deposits.</li><li>Escape of water outside the <b>home</b> which is not causing damage to the interior of the <b>home</b> or its contents.</li><li>Unblocking a toilet if it is not the only toilet in the <b>home</b>, unless if it is not dealt with, it is likely to cause damage to the <b>home</b> or its contents.</li></ul>
<p>b) Electricity supply within the home</p> <ul style="list-style-type: none"><li>Failure of the electricity supply within the <b>home</b>.</li></ul>	<ul style="list-style-type: none"><li>Any mains service which is the responsibility of a public service company.</li><li>Failure of the electricity supply as a result of:<ul style="list-style-type: none"><li>Industrial action by a public service company; or</li><li>The electricity supply being deliberately or accidentally cut off.</li></ul></li></ul>
<p>c) External locks, external doors or external windows</p> <ul style="list-style-type: none"><li>Repairs necessary to the outside doors, or to the frame or glazing of outside doors or windows of the <b>home</b> to make the <b>home</b> safe or secure.</li><li>Failure of, or damage to, the external locks of the <b>home</b>.</li></ul>	<ul style="list-style-type: none"><li>Replacing keys which have been lost, stolen or damaged.</li><li>Gaining entry to the <b>home</b> because the keys have been lost, stolen or damaged, or because the keys are not in <b>your</b> possession.</li><li>Damage caused deliberately by <b>your family</b>.</li></ul>
<p>d) Main heating system</p> <ul style="list-style-type: none"><li>Loss of heating and/or hot water as a result of failure or breakdown of the <b>main heating systems</b> of the <b>home</b>.</li></ul>	<ul style="list-style-type: none"><li>Failure or breakdown of a component which affects only the efficiency of the <b>main heating system</b>.</li><li>Breakdown of the <b>main heating system</b> caused by the failure of it or any of its components to correctly recognise any data concerning a date.</li><li>Descaling and any work arising from hard water scale deposits.</li><li>The following are not included: solar heating systems; non-domestic central heating boilers and their associated pipework and equipment; central heating fuel tanks.</li></ul>

## What is covered



### e) Roof

- Repairs necessary to make the roof of the **home** watertight and prevent further damage.

In addition **you** are covered for the following:

## What is covered



### f) Alternative accommodation

- In the event of **your home** becoming uninhabitable and remaining so overnight, **we** will pay up to £250 including VAT in total for:
  - **your** overnight accommodation; and/or
  - transport to such accommodation.

### g) Replacement boiler

- If as a result of a claim under cover d) the **tradesman** decides **your** boiler is **beyond economic repair**, **we** will pay up to £500 towards the cost of **your** new boiler.

### h) Pests

- Removing rats, mice or squirrels, or the treatment and removal of cockroaches, wasps or hornets nests that occur inside the **home** or are attached to the main structure of the **home**.

## What is not covered



- Any failure of the **main heating system** where it has not been properly maintained and serviced by a registered **tradesman**, providing certification or other proof of service within the last 24 months.
- Any mains service which is the responsibility of a public service company.
- Any loss or damage caused as a result of the lack of fuel.
- Failure of the electricity and/or gas supplies as a result of:
  - industrial action by a public service company; or
  - the electricity and/or gas supply being deliberately or accidentally cut or turned off.
- Damage to radiators, however, **we** will pay to isolate leaking radiators.
- Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain.
- Removing asbestos unless necessary to undertake insured repair.

- Flat roofs and gutters.

## What is not covered



- The cost of overnight accommodation for anyone who is not a member of **your family**.

- Anything that is listed under the 'What is not covered' paragraph of cover d).

- Damage outside of the **home**, which is not causing damage to the interior of the **home** or its contents.
- **We** will not pay for more than two incidents in any one **insurance period**.

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# General exclusions applying to the whole policy

**You** will not be covered for these exclusions, which apply to the whole policy:

- Any **emergency** arising from circumstances known to **you** prior to the commencement of the **insurance period**.
- Any **emergency** which **you** have not reported to **us** within 48 hours of discovery.
- Any system, equipment or facility having reached the end of its expected working life.
- The normal day to day maintenance of the system(s)/facility.
- Any heating system or equipment not installed or repaired correctly by an authorised **tradesman** (approved by a regulatory body) following manufacturer's instructions.
- Any heating system not operated in accordance to manufacturer's instructions.
- Any system, equipment or facility which is inherently faulty or inadequate due to poor design or manufacture.
- Domestic appliances.
- The cost of any alteration, repair or replacement of **your** appliances caused by it, or any of its components, failing to correctly recognise any data concerning a date.
- Repairs which are made by anyone other than the **tradesman** authorised by **us**.
- Costs incurred without **our** agreement.
- This insurance does not cover gas leaks. All gas escapes are handled by National Grid. If **you** suspect a gas leak **you** should telephone the National Grid national emergency number: **0800 111 999**.
- Any consequence of the mains gas supply to the **home** having to be turned off as a result of a gas leak either within or outside the **home**.
- Any wilful act or omission by **you**.
- A claim which occurs during the period where **your home** is left **unoccupied**.
- The **home** when it is lived in solely by anyone other than **you** or **your family**. Lived in means slept in frequently.
- Garages (unless integral with the **home**), sheds, greenhouses, outbuildings or land belonging to **your home** are not included.
- Any equipment, which has been the subject of a manufacturer recall, unless the recall advice was followed, and any changes required were implemented.
- Permanently replacing or removing paths or driveways in order to deal with the **emergency**.
- Gas leaks other than under cover f).
- Any subsequent repairs for the same damage or system.
- Land belonging to the **home**.
- Any loss, expenses or costs of any kind that are not directly caused by the event that led to **your** claim.
- Any **home** used for any trade, professional or business purposes except clerical business.
- Any amount exceeding the sum insured shown on the policy schedule.
- Any sort of war, invasion or revolution.
- Any indirect loss or any other cost or loss that is not directly caused by the event that led to **your** claim.
- Terrorism: any act or acts including, but not limited to:
  - the use or threat of force and/or violence; and/or
  - loss, injury, harm or damage to life or to property (or the threat of such loss, injury, harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s), or group(s) of persons or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

- Wear and tear: any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

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# Complaints procedure

## Our commitment to our customers

At RSA **we** are committed to going the extra mile for **our** customers. If **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so that **we** can try to put things right.

## Our promise to you

**We** will:

- Acknowledge **your** complaint promptly;
- Investigate **your** complaint quickly and thoroughly;
- Keep **you** informed of progress;
- Do everything possible to resolve **your** complaint fairly;
- Ensure **you** are clear on how to escalate **your** complaint, if necessary

## Step 1

If **your** complaint relates to **your** policy then please contact the sales and service number shown in **your** policy schedule. If **your** complaint relates to a claim then please call the claims helpline number shown in **your** policy booklet.

**We** aim to resolve **your** concerns on an informal basis, within three business days. Where **we** have been able to, **we** will send **you** a letter confirming this. **We**'ll also explain how **you** may be able to refer the matter to the Financial Ombudsman Service if **you** subsequently decide that **you** are unhappy with the outcome.

## Step 2

In the unlikely event that **we** are unable to resolve **your** concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed **your** complaint they will send **you** a final decision in writing within **8 weeks** of the date **we** received **your** complaint.

✉ RSA, Customer Relations team,  
PO Box 255, Wymondham NR18 8DP.

📧 crt.halifax@uk.rsagroup.com

## If you are still not happy

If **you** are still unhappy after **our** review, or **you** have not received a written offer of resolution within eight weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

✉ Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square,  
London E14 9SR.

☎ **0800 0234567** (free from mobile phones  
and landlines)  
**0300 1239123** (costs no more than calls  
to 01 or 02 numbers)

📧 complaint.info@financial-ombudsman.org.uk

🌐 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have six months from the date of **our** final response to refer **your** complaints to the Financial Ombudsman Service. This does not affect **your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## 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.

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# How your information is used

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

## Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MoreThan. We also provide insurance services in partnership with Lloyds Bank.

## Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website,

emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
  - **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- For marketing, you will always be given a choice over the use of your data.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

#### Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
  - It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
  - It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.
- We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.
- #### Will we share your personal information with anyone else?
- We do not disclose your information outside of RSA except:
- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
  - Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
  - Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
  - In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
  - As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
  - Within our group for administrative purposes;
  - As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
  - With healthcare providers in the context of any relevant claim being made against your policy;
  - If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
  - With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);



- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

### Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

### For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

### Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

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We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

### **Your information is incorrect what should you do?**

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

### **What are your rights over the information that is held by RSA?**

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]

4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a. If you believe that the information we hold about you is inaccurate, or;
  - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

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If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

### **Our Privacy Notice**

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

### **How you can contact us about this Privacy Notice?**

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at  
[crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

### **How you can lodge a complaint?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

## Get in touch

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### General enquiries

**0330 102 2822**

Lines open Monday to Friday  
9am–5pm.

### Home emergency helpline

**0800 731 0094**

Lines open 24 hours a day,  
seven days a week.

**Please have your policy or  
claim number to hand.**

If you'd like this in Braille, large  
print, audio CD or another  
format please ask in branch.

If you have a hearing or speech impairment  
you can contact us using NGT (Next  
Generation Text Relay). If you're Deaf and  
use BSL you can use the SignVideo service at  
[lloydsbank.com/accessibility/signvideo.asp](https://lloydsbank.com/accessibility/signvideo.asp)

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### Important information

Lloyds Bank Home Emergency cover is underwritten by Royal & Sun Alliance Insurance plc, Registered in England and Wales No. 93792, Registered Office: St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Information correct as of March 2018.



**LLOYDS BANK**

**451396AB (03/18)**