



# LANDLORD'S RESIDENTIAL PROPERTY INSURANCE

Policy Document





# Important notice

Many claims disputes arise from not reading the Policy Wording or not understanding the terms of the policy.

**We** would, therefore, urge **you** to read this policy to ensure that it meets with **your** requirements and to telephone **us** immediately if **you** have any queries. Please take particular note of any conditions listed on the schedule and ensure that they are complied with.

# Introduction

## This is your RSA Landlord's Residential Property Insurance policy

This policy, the proposal form and the **policy schedule** with any endorsements shown on it together form the insurance contract. Please read all these documents very carefully. If **you** are unsure of the meaning of any part of this policy or it does not meet your requirements, please let **us** know as soon as possible. **We** will insure **you** for the cover described in this policy and **your policy schedule** against loss, damage or liability which may happen during **your period of insurance**.

### Changing your mind

**You** have the right to cancel **your** policy during a period of 14 days after the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is later.

If **you** wish to cancel within this period and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel **your** policy and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro rata basis for the period in which **you** received cover.

Please also see '3. Cancelling the policy' on page 11.

### How to use your policy

This policy is written in plain English to make **our** intentions clear. However, **we** have tried to explain some points in more detail below.

### What cover do I have?

**Your** policy is divided into a number of different sections. To find which sections apply to **you**, please check **your policy schedule**. This also tells **you** what limits apply to **your** cover.

### What amounts should I insure?

It is up to **you** to decide what amounts **you** insure.

**You** should make sure that **your buildings sum insured** remains adequate to rebuild the insured property if **you** extend or make improvements to the insured property, such as installing double-glazing, or adding a fitted kitchen or conservatory. If the **sum insured** exceeds £500,000 (**our** maximum cover), the policy would need to be cancelled.

**Your contents** cover is for replacement as new. Remember to make sure that **your sum insured** remains adequate to replace **your contents** if **you** buy new items. If the contents **sum insured** exceeds £50,000 (**our** maximum cover) the policy would need to be cancelled.

### What do I need to do if my circumstances change?

**Your** policy is based upon the information that **you** have given **us** about **you** and **your** property. **You** MUST tell **us** immediately of any changes to the answers **you** have given **us** in **your** proposal form including, of course, a change of address. This includes telling **us**, for example, if **you** (or anyone living with **you**) are convicted of any criminal offence (other than driving offences or offences spent under the Rehabilitation of Offenders Act 1974). Should **you** not immediately advise **us** of any such changes, **your** cover could become invalid. See the paragraph on 'changes in circumstances' on page 12 for full details of the changes that **you** need to tell **us** about.

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# Important notices

## 1 Complaints procedure

### Our commitment to customer service

**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 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.

Our customer relations team's contact details are as follows:

**Post:** RSA  
Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## If you are still unhappy

If you are still unhappy after our customer relations team's review, or you have not received a written offer of resolution within 8 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:

**Post:** Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**Telephone:** 0800 023 4567 (free from mobile phones and landlines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

You have 6 months from the date of our final response to refer your complaint 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.

## 2 Choice of law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law that 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 that 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.

## 3 The financial services compensation scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

## 4 Recording of calls

All calls may be recorded for security and training purposes.

## 5 Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

# How to make a claim

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide.

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

Call **our** claims helpline on the number shown on **your policy schedule**. Please have **your** policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information or **we** may wish to arrange a visit and inspection.

To help **us** deal with **your** claim quickly, please read this policy booklet carefully, particularly the claims guidance below and policy exclusions on page 14.

## Guidance when making a claim

### Claim notification

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

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 familiarize yourself with any requirements.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** require concerning the cause and value of any claim. 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
- the cause of the loss or damage
- details of the loss or damage together with claim value, if known
- police details where applicable; and
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs,
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

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 the above information.

Sometimes **we**, or someone acting on **our** behalf, may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## Preferred suppliers

**We** take pride in the claims service **we** offer to **our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **we** consider it appropriate, and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay **our** customer a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

## Meaning of words

Wherever the following words appear in bold in this policy booklet and **your policy schedule**, they have the following meanings:

### Accidental damage

Sudden, unexpected and visible damage which has not been caused on purpose.

### Buildings

**Your home**, drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures and fittings, fixed solar panels, permanently fixed alarm systems, drains, pipes, cables, underground tanks, fences, hedges that form the boundary of **your home**, gates, swimming pools and any items permanently fixed into the ground such as hot tubs, statues, garden ponds, fountains, pergolas and gazebos.

**Buildings** does not include aerials and satellite receiving equipment.

Examples of fixtures and fittings are:

- laminated flooring (but not fitted carpets as these are covered under a contents policy)
- fitted kitchen units including fixed hobs in units
- fitted bedroom furniture
- permanently wired and fixed lighting.

### Contents

Furniture, furnishings, carpets and household goods owned by **you** or which are **your** responsibility under contract.

**We** do not include within the **contents**:

- 1 motor vehicles and children's motor vehicles, whether licensed for road use or not;
- 2 mechanically propelled or assisted vehicles, aircraft, trains and boats, gliders, hang-gliders, wetbikes, hovercraft;

- 3 mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached;
- 4 landlord's fixtures and fittings;
- 5 animals;
- 6 jewellery, articles of precious metal, clocks, watches or furs;
- 7 works of art or paintings;
- 8 clothing, personal belongings, money, credit cards;
- 9 stamp, coin and other collections;
- 10 certificates, cheques, securities or documents of any kind;
- 11 pedal cycles, computers and computer equipment or accessories, mobile phones, records, CDs, DVDs, computer and video games, or photographic equipment;
- 12 any items for which special insurance cover has been arranged by **you**; and
- 13 any items which belong to the tenant(s) or for which they are legally responsible.

### Excess

The amount for which **you** are responsible in respect of any loss, damage or claim.

### Family

Any partner, spouse, children, grandchildren, stepchildren, parents, grandparents, step-parents or other close blood relatives of the person(s) named as the policyholder in the **policy schedule**.

### Flood

A rapid build-up or sudden release of water, from any source external to **your home** or land belonging to **your home**, which enters **your home** or land belonging to **your home**:

- at, below or above ground level provided that part of the body of water enters **your home** at ground level; and
- does so with a volume, weight or force which is substantial and abnormal.

Flood does not mean the gradual seepage of water into **your home** such as rising damp or a rise in the water table (the level below which the ground is completely saturated with water

## Heave

Upward and/or lateral movement of the site on which **your buildings** stand, caused by swelling of the ground.

## Home

The house or flat, greenhouses, domestic outbuildings and garages at the address shown in **your policy schedule**.

## Landslip

Downward movement of sloping ground.

## Period of insurance

The period shown on **your policy schedule** and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

## Policy schedule

The document we sent to you:

- 1 when **we** accepted this insurance; or
- 2 following any subsequent amendment to your cover;

whichever is the most recent and which shows the name of the policyholder, the address of **your home**, the amounts insured, and the sections of this insurance which apply to **you**.

## Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

## Sum insured

The maximum **we** will pay for each and every incident of loss or damage (except where specifically increased or limited elsewhere in **your** policy documents) which is shown in **your policy schedule**.

## UK/geographical area

The United Kingdom, Isle of Man and Channel Islands.

## Unoccupied

When **your home** has not been lived in during the day or overnight by a tenant for more than 60 days in a row.

## Us/we/ours

Royal & Sun Alliance Insurance plc No. 93792.  
Registered in England and Wales at 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.

## You/your

The person(s) named as the policyholder in the **policy schedule**.

# General conditions which apply to the policy

The following conditions apply to this contract of insurance:

## 1 Precautions

**You** must take all care and action to prevent accidents, loss, damage or any other liability happening under this policy. **You** must maintain the property **you** insure under this policy in good condition and state of repair.

## 2 Other Insurance

**We** will not cover any liability under this policy if **you** are covered for that liability under any other insurance policy.

## 3 Cancelling the policy

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 **period of insurance**.

### 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 **period of insurance**.

### Cancellation by you after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

## Where we cancel your policy

Please also refer to the Fraud condition on page 12 of this policy and to A Change in Circumstances condition on page 12 of this policy.

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

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- 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** 14 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 **period of insurance**, provided no claim has been made during the current **period of insurance**.

**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.

## 4 Sums Insured after a Claim

The limits of **sums insured** shown on **your policy schedule** will not be reduced by any claim.

## 5 Fraud

If **you** are (or a person acting on **your** behalf is) fraudulent in any way whatsoever when **you** take out this insurance, **we** will cancel **your** cover under this policy from the start of **your period of insurance**. If a fraudulent claim is made under this insurance, **we** will cancel **your** cover from the date of the fraudulent claim.

All benefits under this policy will be lost, the policy may be invalid, **we** may not make a refund of premium in these circumstances, and legal action may be taken against **you**.

## 6 Full Value

The amounts **you** have selected for each section as the **sums insured** must at all times represent the full replacement cost of relevant property covered. If this changes, **you** must tell **us** immediately. If **you** fail to maintain an adequate **sum insured** this may invalidate **your** insurance cover.

## 7 Our Rights

If **you** make a claim under this policy, **we** may:

- require **you** to establish to **our** satisfaction that loss or damage has been caused during the **period of insurance**, by one or more of the causes for which this policy provides cover
- inspect any item or property for which **you** are claiming. **You** must not sell, throw or give away any item or property for which **you** are claiming without **our** prior written consent. **You** must take all steps to protect the item or property from further loss or damage.
- take possession of any items or property for which **you** are claiming and deal with any necessary salvage. However, **we** will not take responsibility for any property or items for which **you** are claiming if **you** abandon them to **us**, without **our** prior written consent.

- once **we** have paid **your** claim, undertake (in **your** name) the absolute conduct, control and settlement of any legal proceedings. This includes taking proceedings at **our** own expense and for **our** benefit, but in **your** name to recover or secure payment from any third party.
- ask **you** for all information, documents and help so as to consider **your** claim. If **you** do not give **us** promptly when asked or are unable to give **us** the necessary information, documents or help, **we** may not be able to pay **your** claim,
- 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.

## 8 A Change in Circumstances

Using the address on the front of **your policy schedule**, **you** must tell **us** within 30 days as soon as **you** know about any of the following changes:

- work is to be done on the **building** which is not routine repair, maintenance or decoration – for example, any structural alteration or extension to **your home**;
- if **you** receive a conviction for any offence except for driving offences;
- any increase in the value of **your contents** or the rebuilding cost of **your buildings**; or
- If the type of tenants living in the **home** changes (i.e. if **you** told **us** that working people would occupy the **home** and now they are students).

**We** may reassess **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, a claim might be rejected or payment could be reduced. In some circumstances, **your** policy might be invalid and **you** may not be entitled to a refund of premium.

## 9 Assignment and surrender value

**You** cannot transfer **your** rights or interest in this policy to any other person. This policy will not have any value if it is cancelled.

## 10 Contracts (Rights of Third Parties) Act 1999

The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 11 Financial Sanctions

**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 **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

# General exclusions which apply to the policy

We do not cover the following:

- 1 Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event:
  - war, invasion, act of foreign enemy, hostilities or a warlike operation or 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; and/or
  - any action in controlling, preventing, suppressing or in any way relating to the above;
  - pressure waves caused by aircraft or similar craft travelling at sonic or supersonic speeds;
  - radiation or the effects of radiation (including contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel) or the other hazardous effects of any explosive nuclear assembly (or its components);
  - nationalisation, confiscation, requisition or destruction of **your** property by the order of a government or statutory power.
- 2 Any loss in value of **your** property as a result of its repair or replacement.
- 3 Any loss, damage, liability or injury which is covered under any other insurance. This does not include any **excess** which may be covered under the other insurance if **you** had not taken out this insurance cover.
- 4 Any loss of or damage to property or liability or injury from the pollution or contamination of any land if the pollution or contamination:
  - happened before the start of **your period of insurance**; or
  - was the result of a deliberate act; or
  - was expected and not the result of a sudden unforeseen event.
- 5 Any loss, damage, liability, cost or expense of any kind caused directly or indirectly 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.
- 6 Terrorism  
  
Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.  
  
For the purposes of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.
- 7 Any loss of, damage to, or the cost of replacing any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
- 8 Any loss or damage only discovered at the time of an inventory.

- 9 Any loss or damage suffered as a result of deception, other than when the deception is used to gain access to the **home**.
- 10 Any loss, damage, liability, cost or expense of any kind caused by rot, whether or not this is caused directly or indirectly by any other cover included in this insurance.
- 11 Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **period of insurance** starts or caused deliberately by **you**.
- 12 Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.
- 13 Any loss, damage, liability, cost or expense of any kind caused as a result of the property being used for illegal activities.



# Section 1 – Buildings

(This section only applies to you if set out in your policy schedule)

## What is covered

We will cover loss or damage to the **buildings** caused by the following:

- 1 Fire, lightning, explosion, earthquake and smoke.
- 2 Riot, civil commotion, labour and political disturbances, and strikes.
- 3 Malicious damage or vandalism.
- 4 Storm or flood.  

A storm will involve very strong winds, powerful enough to cause structural damage to homes within its path and is usually accompanied by torrential rainfall, hail or heavy snow.

Damage caused by normal weather conditions commonly experienced in the UK, is often the result of wear and tear or lack of maintenance and is not covered.

## What is not covered

Any **excess** shown in **your policy schedule**.

Any amount over that shown as **your sum insured** in **your policy schedule**.

Any loss in value of a damaged item because it is part of a set or suite or following damage to part of a set or suite, or any loss in value of the whole set or suite or undamaged parts of it.

- 1 Loss or damage caused:
  - by scorching, singeing or melting, unless a fire starts;
  - gradually over a period of time by one or a series of causes.
- 3 Loss or damage:
  - i) while the **home is unoccupied**;
  - ii) caused by **you, your** tenants or any sub-tenants.
- 4 Loss or damage:
  - caused by a change in the water table level (the level below which the ground is completely saturated with water);
  - to swimming pool covers, gates, hedges or fences.



### What is covered

- 5 Freezing of water in any fixed domestic water or heating system. Escape of water or oil from any fixed domestic water or heating system.
- 6 **Landslip, subsidence** or ground **heave** of the site on which the **buildings** stand.
- 7 Theft or attempted theft.
- 8 Impact to the buildings involving vehicles, aircraft or anything dropped from them, or animals.

### What is not covered

- 5 Loss or damage:
- to the system itself;
  - while **your home** is **unoccupied**.
- The **excess** of £250.
- Damage by escape of water which results in **subsidence** or movement of any part of the **buildings** or of the land belonging to the **buildings**.
- 6 Loss or damage resulting from:
- building foundations that do not meet building regulations applying when the foundations were laid;
  - coastal or river erosion;
  - new structures bedding down;
  - newly made-up ground settling;
  - demolition, structural alteration or repair.
- Damage to the solid floor slabs of any of the **buildings**, unless the foundations beneath the external walls of **your home** are damaged by the same cause at the same time.
- The first £1,000 of each and every claim.
- Damage to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless **your home** is damaged by the same cause and at the same time.
- Loss or damage covered under an NHBC certificate or other similar guarantee.
- 7 Loss or damage:
- while the **home** is **unoccupied**;
  - caused by **you, your** tenants or any sub-tenants.
- 8 Loss or damage arising from repair or renovation of the **buildings**.



### What is covered

- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment.

### What is not covered

- 9 Damage to fences, hedges or gates.

## Additional covers under this section

### 11 Trace & Access

**We** will pay the cost of removing and replacing any part of the **buildings** to find and repair the source of any water or oil escaping from tanks, pipes, equipment or fixed heating system in the **home**.

### 12 Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of **your home**.

### 13 Loss or damage in the buildings following accidental breakage of underground pipes and **accidental damage** to underground cables for which **you** are legally responsible leading to and from the **home**.

The cost of breaking into and repairing a pipe, if, following a blockage, normal methods of releasing a blockage between the main sewer and the **home** are unsuccessful.

### 14 If **you** suffer any loss or damage to **your buildings** which is covered under this buildings section and the **home** is not habitable as a result of this loss or damage, **we** will pay:

- rent **you** would have received but have lost, including ground rent;
- the cost of alternative accommodation for **your** tenants.

### 15 If **you** suffer any loss or damage to **your buildings** which is covered under this buildings section, **we** will pay up to 15% of the **sum insured for buildings** (set out in **your policy schedule**) for costs payable by **you** relating to one or more of the following:

### 11 Any amount in **excess** of £5,000.

### 12 Breakage while **your home** is **unoccupied**.

The replacement cost of any part of the item other than the broken glass.

### 13 Any amount in **excess** of £5,000.

Damage by gradual deterioration that has caused an installation to reach the end of its serviceable life.

Damage that is excluded elsewhere in this buildings section.

Damage caused by wear and tear or anything that happens gradually.

### 14 Any amount over 20% of the **sum insured** for **buildings** (set out in **your policy schedule**) in respect of each claim.

**We** will not pay for rent for more than 24 months.

### 15 Any fees charged for preparing or furthering a claim under this buildings section.

Costs incurred by **you** which are incurred as an indirect result of the loss or damage to **your buildings**.



### What is covered

- architects, surveyors and other professional fees necessarily incurred as a direct result of the loss or damage;
- complying with European, **UK** and local authority statutory requirements as a direct result of the loss or damage;
- clearing debris, demolition and making the **buildings** safe following the loss or damage;

provided that **we** have given **you our** prior written consent to these costs.

- 16 If **you** agree to sell the **buildings**, the buyer will have the same cover as **you** under this **buildings** section of the policy from exchange of contracts until completion of the sale.
- 17 **Your** legal liability as owner of **your home** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:
- accidental death, disease, illness or accidental physical injury to anyone;
  - **accidental damage** to physical property.

The most **we** will pay is £2,000,000 plus defence costs agreed by **us** in writing.

Legal liabilities which result from the ownership of any **home** previously occupied by **you** and insured by **us** which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975, as long as **you** do not have cover under another policy.

The most **we** will pay is £2,000,000 plus defence costs agreed by **us** in writing.

### What is not covered

Costs for which we have not given **you our** prior written consent.

- 16 This cover does not apply if insurance on the **buildings** has been arranged by or for the buyer.
- 17 Any amounts over £2,000,000 for each claim **you** make (whether for one or more accidental deaths, accidental bodily injuries or **accidental damage** caused to property).
- Any claim for accidental death, accidental bodily injury or **accidental damage** if it happens as a result of:
- the use of lifts;
  - the use or ownership of any mechanically or electrically operated vehicles (except domestic garden equipment);
  - any wilful or malicious acts by **you** or **your family**;
  - the use of the **buildings** either wholly or partly for **your** trade, business or occupation other than the letting of this **home**.

Any additional liability **you** may have because **you** have entered into an agreement which **you** have not fulfilled.

Accidental death or accidental bodily injury to **you** or **your family** or any other **family** member living with **you** permanently at the time of the incident resulting in the claim.



### What is covered

The following additional covers explain the details of **your** cover if **you** have selected **accidental damage to buildings** and malicious damage caused by the tenant to **buildings** as shown on **your policy schedule**.

#### 18 Accidental damage.

### What is not covered

Accidental death or accidental bodily injury of anyone who works for **you** as a domestic helper – whether **you** pay them or not. This includes a gardener, nanny or cleaner (or other type of home help).

Any incident that happens more than seven years after the last day of the last **period of insurance** in respect of any **home** previously insured by **us** and owned and occupied by **you**.

Liability arising from the Party Wall etc. Act 1996.

Liability covered by any other policy.

#### 18 Damage by any cover listed elsewhere in the **Buildings** section and which is specifically excluded under that cover.

Damage to the **buildings** caused by:

- any living creature owned by **you**;
- the demolition, structural renovation or repair of any of the **buildings**;
- faulty workmanship to or defective design of the **buildings** or the use of defective materials in the **buildings**;
- deliberate acts by **you** or **your** tenants;
- the effect of chemicals on **your buildings**, whether the effect is internal or external;
- wear and tear, lack of maintenance, rot, woodworm, wild animals, insects, fungi, corrosion, frost, the effect of light and heat from the sun, or anything which happens gradually.

Damage to any fixture or fitting that is part of the **buildings** which has happened as a result of an electrical or mechanical fault, breakdown or failure of that fixture or fitting.

Damage to underground service pipes and cables, sewers and drains.

The **excess** of £250.



### What is covered

- 19 Malicious Damage caused by tenants to the **buildings**.

### What is not covered

- 19 Loss or damage while the **home** is **unoccupied**.
  - External television receiving equipment.
  - Any amount recoverable from the tenant.
  - The cost of maintenance or normal decoration.
  - Damage caused by **your** failure to follow any manufacturer's instructions.
  - Loss or damage by a tenant carrying out illegal activities.
  - The **excess** of £250.



## How we settle claims for buildings

If **you** wish to claim under this section of **your** policy, please follow the steps detailed in 'How to make a claim' (page 8).

**You** should also read the general conditions and policy exclusions on pages 11 - 13 and 14 - 15.

- 1 **We** will pay for the cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **our** nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by **our** preferred suppliers and insured under the Buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

- 2 Where an **excess** applies, this will be taken off the amount of **your** claim.

- 3 If **your buildings** have not been kept in a good state of repair or if the **sum insured** at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
- 4 The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the **sum insured** or any limits shown on **your policy schedule** or in **your** policy.

**We** will not pay for:

- loss of value resulting from repairs to or replacement of damage to **your buildings**; or
- replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.



## Section 2 – Contents

(This section only applies to you if set out in your policy schedule)

### What is covered

We will cover loss or damage to the **contents** in the **buildings** caused by the following:

- 1 Fire, lightning, explosion, earthquake and smoke.
- 2 Riot, civil commotion, labour and political disturbances, and strikes.
- 3 Malicious damage or vandalism.
- 4 Storm or flood.
- 5 Freezing and/or escape of water or escape of oil from any fixed domestic water or heating system.

### What is not covered

Any **excess** shown in **your policy schedule**.

Any loss in value of a damaged item because it is part of a set or suite or following damage to part of a set or suite, or any loss in value of the whole set or suite or undamaged parts of it.

Loss or damage to **contents** in the open.

Loss or damage to **contents** kept in garages and other outbuildings.

- 1 Loss or damage caused:
  - by scorching, singeing or melting, unless a fire starts;
  - gradually over a period of time by one or a series of causes.
- 3 Loss or damage:
  - while the **home** is **unoccupied**;
  - caused by **you**, **your** tenants or any sub-tenants.
- 4 Loss or damage caused by a change in the water table level (the level below which the ground is completely saturated with water).  
Loss or damage caused because moveable **contents** were left in the open.
- 5 Loss or damage:
  - to the system itself;
  - while **your home** is unoccupied.

The **excess** of £250.



### What is covered

6 **Landslip, subsidence** and/or ground **heave** of the site on which the **buildings** stand.

7 Theft or attempted theft.

8 Impact involving vehicles, aircraft or anything dropped from them, or animals.

9 Falling trees or branches.

10 Falling aerials or satellite receiving equipment, their fittings or masts.

### Additional covers under this section

11 **Your legal** liability as a result of letting out **your home** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:

### What is not covered

6 Loss or damage resulting from:

- building foundations that do not meet building regulations applying when the foundations were laid;
- coastal or river erosion;
- new structures bedding down;
- newly made-up ground settling;
- demolition, structural alteration or repair.

Destruction or damage to **your contents** in the **buildings**, unless the **home** is also damaged or destroyed by the same cause at the same time.

Loss or damage covered under an NHBC certificate or other similar guarantee.

Loss or damage caused by solid floor slabs moving, unless the foundations beneath the external walls of the **home** are damaged by the same cause at the same time.

7 Loss or damage:

- while the home is unoccupied;
- caused by **you**, **your** tenants or any sub-tenants.

8 Damage arising from repair or renovation of the **buildings**.

11 Any amounts over £2,000,000 for each claim **you** make (whether for one or more deaths, bodily injuries or **accidental damage** caused to property).



### What is covered

- accidental death, disease, illness or accidental physical injury to anyone;
- **accidental damage** to physical property.

The most **we** will pay is £2,000,000 plus defence costs agreed by **us** in writing.

### What is not covered

Any claim if it happens as a result of:

- the use of lifts;
- the use or ownership of any mechanically or electronically operated vehicles (except domestic garden equipment);
- any wilful or malicious acts by **you** or **your family**, regardless of intention to cause harm;
- any activity relating to **your** trade, business or occupation other than the letting of this **home**;
- any cause for which **you** are covered under the buildings section.

Claims which are excluded elsewhere in this policy.

Any additional liability **you** may have because **you** have entered into an agreement which **you** have not fulfilled.

Accidental death or accidental bodily injury to **you** or a member of **your family**.

**Accidental damage** to property which belongs to **you** or a member of **your family** or is in **your** care and control or in the care and control of someone who works for **you** as a domestic helper (whether **you** pay them or not).

Liability arising from The Party Wall etc. Act 1996.

The following additional covers explain the details of **your** cover if **you** have selected **accidental damage to contents** and malicious damage caused by the tenant to **contents** as shown on **your policy schedule**.

12 **Accidental damage to your contents** while in **your home**.

12 Any amount recoverable from the tenant.

Damage while **your home** is **unoccupied**.

Damage by water entering **your home** other than by storm or flood.

Damage by mechanical, electrical or electronic fault or breakdown.

Damage by any cover listed elsewhere in the contents section and which is specifically excluded under that cover.

The **excess** of £250.



### What is covered

- 13 Malicious damage caused by the tenant to **your contents** in **your home**.
- The most **you** can claim for any individual item is £5,000.

## How we settle claims for contents

If **you** wish to claim under this section of **your** policy, please follow the steps detailed in 'How to make a claim' (page 8).

**You** should also read the general conditions and policy exclusions on pages 11 - 13 and 14 - 15.

- 1
  - a) Where the damage can be economically repaired **we** will pay the cost of repair.
  - b) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
  - c) Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
  - d) Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.
- 2 **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or, which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.

### What is not covered

- 13 Loss or damage while the **home** is **unoccupied**.
- Any amount recoverable from the tenant.
- The **excess** of £250.
- 3 **We** will not pay for any loss of value to any item that **we** have repaired or replaced.
  - 4 Where an **excess** applies, this will be taken off the amount of **your** claim.
  - 5 If loss or damage happens and the **sum insured** on **your policy schedule** is less than the cost of replacing all **your contents** as new, **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item, unless the item can be economically repaired when only the cost of the repair will be paid.
  - 6 The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your contents** as new but not more than the **sum insured** or any limits shown on **your policy schedule** or in **your** policy.

## How we use your information

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 other companies.

### 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.

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.

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

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