

Home Insurance

Your Home Options Buildings policy booklet.

Looking out for your home.



official banking and
insurance partner



Lloyds TSB | for the journey...

Useful telephone numbers



General Enquiries

0845 603 8368

.....
Home Insurance Claims

**Please see your policy
schedule.**

**In the event of a domestic
emergency** (e.g. burst

pipe, leaking roof or

broken window etc), **call**

the Emergency Helpline*

0845 300 1133 for 24-hour

access to a network of

domestic assistance

providers and advice on

domestic emergencies.

This service is separate

to that provided by

your Insurer.

.....
*For details see page 17.

Finding your way around your policy

Introduction

- 4 Welcome to Lloyds TSB Insurance
- 5 Introduction to your Home Options Buildings insurance cover

Your cover

- 6 How do I claim?
- 7 Words and phrases with special meanings
- 9 Your buildings cover
- 14 Accidental damage option
- 15 How much the buildings are covered for
- 16 Property owners liability

Further information

- 17 Customer helpline services
- 18 Claims procedure and conditions
- 20 General conditions
- 22 General exceptions
- 24 How do I make a complaint?
- 25 Important information

Welcome to Lloyds TSB Insurance

At Lloyds TSB insurance we have a panel of leading Insurers who we have searched for the most competitive price. Details of your insurer are shown in your policy schedule. All administration is dealt with by us on behalf of the insurer, apart from in the event of a claim.

This is your Home Options Buildings policy booklet. Please keep it in a safe place as it sets out the details of the contract you have made with the insurer shown in your policy schedule.

What services do we provide?

We act as an administrator making any amendments to your policy or updates to your cover. Any premiums we collect or refunds we make to you will be on behalf of your insurer.

How do I claim?

Please see page 6 for further details of what to do if you need to make a claim.

How do I make a complaint?

We will always make every effort to meet the high standards we have set, but if you ever feel we have fallen short of what you expect then please see page 24 for details of who to contact if you need to make a complaint.

How do I renew my insurance?

Each year at renewal you will receive your renewal documents. These will offer you the most competitive price from our panel of insurers and let you know what you need to do.

Your **insurer** covers **you** for events, as set out in this policy, during the **period of insurance**, in return for payment of your premium. Please read this policy booklet, together with your policy **schedule** and any endorsements, to check which sections of this booklet apply.

Please read the documents carefully to ensure they give **you** the cover **you** need. If **you** have any questions, please contact **Lloyds TSB** using the details shown on page 2.

If, having examined your policy documentation, **you** decide not to proceed, **you** may cancel this insurance within the first 14 days. This 14 days starts on the day **you** receive the policy documentation, or the day **you** enter into this contract of insurance, whichever is the later. On receipt of your notice, any premiums **you** have already paid will be refunded, unless **you** have made a claim. If **you** have made a claim, the refund may be subject to a premium payment for the cover **you** have already received.

For full cancellation rights, please refer to the 'cancellation' section on page 21 of this booklet.

The law applicable to the contract

Both **you** and the **insurer** specified in your policy **schedule** are free to choose the law applicable to this contract. The law of England and Wales will apply unless it says differently anywhere in the policy **schedule**.

The declaration **you** signed, or, in the case of telephone or internet applications, the answers **you** gave, form part of this contract.

Your policy will be written and conducted in English.

Changes you must tell us about

When **you** arranged this insurance, **you** told **us** certain facts about:

- **Your home.**
- The people who live in it.

If there are any changes which alter these facts, your cover may be affected. Please see page 20 for details.

How do I claim?

If you need to make a claim, the main steps are outlined below

-
- Check your policy booklet and **schedule** which gives details of what is covered and read the detailed claims procedure and conditions on pages 18 and 19 of this booklet.
 - Inform the police straight away in the case of malicious damage, theft, attempted theft or accidental loss, and obtain the crime reference number.
 - Call the number shown on your policy **schedule** as soon as possible, and provide **us** with details of what has happened. **We** will then try to resolve your claim as quickly as **we** can.
 - Please do not undertake any repairs without talking to **us** first, unless they are urgent and will prevent further damage.
 - Please do not dispose of any damaged goods without **our** consent as **we** may need to see them. If **you** do not allow **us** an opportunity to inspect **your** damaged property, it may affect your claim.
- At **our** discretion, **we** can either repair or replace any item as new if available, or otherwise the nearest equivalent, or make a money payment instead. In the event of a money payment, the payment will be based on the cost of repair or replacement to **us**. If **we** instruct any tradesman, **we** will do so on your behalf.
- Please note that on most claims **you** pay the **excess** (the amount is shown in your **schedule**) of each claim, or series of claims, arising from one event causing property damage or loss.
- Remember also that a claim may affect your No Claims Discount entitlement and/or the policy terms at next renewal. Therefore, it may be in your interests to balance this against the amount **you** are claiming, particularly if it is a relatively small amount.
- Please also refer to 'Claims Procedure and Conditions' on pages 18 and 19 of this booklet.**

Words and phrases with special meanings

Whenever the following words and phrases appear in this policy booklet in bold print, the following definitions will apply:

Accidental breakage – Breakage caused suddenly by external means, which is not expected and not deliberate.

Accidental damage – Damage caused suddenly by external means, which is not expected and not deliberate.

British Isles – England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

Buildings – The structure of **your home** and its interior decorations along with permanent fixtures and fittings including patios, terraces, tennis courts, swimming pools (excluding covers), sauna's and steam rooms, Jacuzzi's and hot tubs, ornamental ponds, fountains, wind turbines, solar panels, generators, septic tanks, central heating fuel tanks, paths, drives, walls, gates, fences, railings and lamp posts, all at the address shown in your **schedule**.

Excess – The first amount of each claim **you** have to pay.

Family – Your spouse or partner and children (including adopted and foster children) and any other relatives all permanently living with **you**.

Home – The private dwelling shown in your **schedule**, together with its garages, outbuildings, sheds and greenhouses, all owned or used by **you** for private and domestic purposes.

Index linking – The **sum insured** for **buildings** shown on your **schedule** will be adjusted monthly in line with the house rebuilding cost index or the house index prepared by the Royal Institution of Chartered Surveyors. Should these indices not be available, another appropriate index will be used. No charge will be made for this during the year, but renewal premiums will be calculated on the adjusted sum insured. Index linking will continue from the date of loss or damage to the settlement of the resulting claim, provided **you** have not unreasonably delayed notification of the claim. **Index linking** of the **sum insured** will only be applied where **you** have set a specific **sum insured**. Where **we** have set your **sum insured**, **index linking** will not apply. Your **schedule** will clearly indicate when **index linking** is applicable to your **sum insured**.

(Please also refer to page 15 – Your buildings cover, 'How much the buildings are covered for').

Words and phrases with special meanings

(continued)

Insurer – The insurers specified in your **schedule**.

Lloyds TSB – Lloyds TSB Insurance Services Limited who are the administrator on behalf of your **Insurer**.

Period of insurance – The period shown in your **schedule** and any further period for which **you** have paid, or have agreed to pay, and **we** have agreed to accept your premium.

Schedule – The Home Insurance Policy Schedule which tells **you** the sections of this booklet under which **you** are covered, the **period of insurance** and other details about the cover provided by your policy.

Services – Cables, underground pipes, septic tanks and drains serving **your home** and for which **you** are legally responsible.

Sum insured – This is the total amount **you** are insured for and the maximum **we** can pay out if **you** make a claim.

Unfurnished – Without sufficient furniture for normal living purposes for more than 30 consecutive days.

Unoccupied – When **your home** has not been lived in, or intended to be lived in, for more than 60 consecutive days.

We/Our/Us – The insurers specified in your **schedule**.

You – The Person(s) named in the **schedule** as the Policyholder.

Your – Owned by **you**, or for which **you** are legally responsible.

Your buildings cover

Please see conditions and exceptions applying to the whole of the policy on pages 20-23

What you are covered for

What is covered

The **buildings** are insured against loss or damage by the following causes:

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

What is not covered

- The amount of any **excess** shown in the **schedule**.
- Damage caused by frost.
- Loss or damage caused by **you**, or any person permanently living with **you**.
- Loss or damage caused by a tenant, or any person permanently living with them, or by any guest invited into **your home** by **you** or your **family**.
- Loss or damage occurring when **your home** is **unoccupied** or **unfurnished**.
- Damage to fences and gates.

Your buildings cover

What you are covered for (continued)

What is covered

5. Escape of water from, or the freezing of, fixed domestic water installations, or escape of oil from fixed domestic oil heating installations.

-
6. Theft or attempted theft.

-
7. Impact by any aircraft, or other aerial device, or anything dropped from them, or by any vehicle, train, animal, falling tree or branch or any falling aerial, satellite dish or mast.

What is not covered

- Loss or damage caused while **your home is unfurnished or unoccupied**.
 - Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
 - The first £1,000 of each claim for loss or damage caused by subsidence of the site as a result of leakage of water from pipes or drains.
 - The cost of excavation to gain access to the installation, making good the area disrupted during excavation and/or repairing the installations themselves, unless the damage has been caused by freezing.
-
- Loss or damage caused by **you** or your **family**.
 - Loss or damage occurring when **your home is unfurnished or unoccupied**.
-
- Damage caused by domestic pets.
 - Loss or damage to gates and fences by falling trees or branches
 - Loss or damage to the aerial, satellite dish or mast itself.

Your buildings cover

What you are covered for (continued)

What is covered

8. Subsidence and/or heave of the site on which the **buildings of your home** stand, or of land belonging to **your home**, or landslip.

What is not covered

- The first £1,000 (unless a different subsidence **excess** is shown in your **schedule**).
- Damage caused by coastal or river erosion.
- Damage to garden walls, gates, fences, paths, drives, patios, swimming pools, tennis courts, lamp posts, septic tanks and central heating tanks unless the foundations beneath the external walls of **your home** are damaged at the same time, by the same cause.
- Damage to, or resulting from, the movement of solid floor slabs unless the foundations beneath the external walls of your home are damaged at the same time, by the same cause.
- Damage caused by demolition, structural alteration or structural repair, excavation, faulty design or faulty workmanship or the use of defective materials.
- Damage resulting from the bedding down of new buildings or settlement, shrinkage or expansion.
- Damage that is covered under an NHBC Certificate or other similar guarantee.

Your buildings cover

In addition you are also insured for

What is covered

9. Accidental breakage of ceramic hobs, in fixed appliances, sanitary ware and fixed glass (including solar panels), in **your home**.

10. Accidental damage to services.

What is not covered

- Loss occurring when **your home** is **unoccupied** or **unfurnished**.
- Damage caused by scratching.
- Damage to window/solar panel frames, door frames and casements.
- Damage caused by mechanical or electrical breakdown or derangement or adjustment or repair to any machine or misuse.
- The cost of replacing undamaged items.
- Damage occurring when **your home** is **unoccupied** or **unfurnished**.
- Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.
- Damage caused by coastal or river erosion.
- Damage caused by or from poor or faulty design, workmanship or materials.
- Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **buildings**.
- The cost of clearing blocked drains and pipes.

Your buildings cover

Additional benefits included in your policy

What is covered

11. Extra expenses

If **your buildings** are damaged by a cause covered under this policy, **we** will pay for the following extra costs if necessary to repair the **buildings** and incurred with **our** consent:

The costs of:

- i) architects, surveyors and legal fees.
- ii) complying with Government or Local Authority requirements.
- iii) clearing debris, demolition and making the **buildings** safe.

12. Alternative accommodation

Whilst **your home** is uninhabitable as a result of any cause covered under this policy, **we** will pay for:

- i) rent **you** would have received or are responsible for paying;
- ii) the reasonable costs of agreed, similar temporary accommodation for **you**, your **family** and your domestic pets; while **you** cannot live in **your home**.

We will pay up to 20% of the **sum insured** shown on your **schedule** for any one event.

13. Cover during sale

If **you** are selling **your home**, the purchaser will have the benefit of this insurance during the period between exchange of contracts and completion. The purchaser must comply, as far as they are able, with the policy conditions.

What is not covered

The costs of:

- Any fees charged for preparing or furthering a claim under this policy.
- Costs for complying with requirements or regulations notified before the loss or damage occurred.
- Any costs **you** agree to pay without **our** written permission.
- Any loss or damage insured under another policy.
- Any amount payable in respect of temporary accommodation or rent.

Accidental damage option

Please see conditions and exceptions applying to the whole of the policy on pages 20-23

This cover applies only when indicated on your schedule

What is covered

- Any other **accidental damage** to the **buildings of your home** which is not specifically covered or excluded elsewhere in this policy.

What is not covered

- The amount of any **excess** shown in the **schedule**.
- Damage occurring when **your home** is **unoccupied** or **unfurnished**.
- Damage caused by frost.
- The cost of maintenance or routine decoration.
- Damage occurring when **your home** or any part of it is lent, let or sublet.
- Movement, settlement or shrinkage in any part of the **buildings**.
- Damage caused by demolition, structural alteration, structural repair, excavation, faulty design, faulty workmanship or the use of defective materials.
- Damage caused by mechanical or electrical breakdown or derangement or adjustment or repair to any machine or misuse.
- Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **buildings**.
- Damage caused by chewing, scratching, tearing or fouling by any domestic pets.
- Loss or damage caused by water entering **your home**, unless more specifically covered elsewhere in the policy, points 1–8.

Your buildings cover

Please see conditions and exceptions applying to the whole of the policy on pages 20-23

How much the buildings are covered for

Provided that at the time of loss or damage, the **sum insured** is adequate to cover the full rebuilding cost and the **buildings** are in a good state of repair, **we** will pay either the cost of repair or the cost of replacement.

We will not pay any reduction in the market value of **your home** resulting from repair or replacement of damaged parts.

If repair or replacement is not carried out because the damaged property is incapable of economic repair or replacement, **we** will, at **our** discretion, pay the reduction in market value resulting from the damage.

If repair or replacement is not carried out for any other reason, **we** will pay the reduction in market value resulting from the damage, but not exceeding what it would have cost to repair or replace the damage, if the repair work had been carried out without delay.

A deduction for wear and tear will be made when:

- i) the **sum insured** of the **building**, at the time of the loss or damage, is less than the cost of rebuilding the whole of the **buildings** in the same size, style and condition as when new.
- ii) the **buildings** are not in a good state of repair.

The maximum amount payable for each claim under points 1–10, and where applicable the **accidental damage** option is the **sum insured**, plus any increases applied for **index linking**, less any amount shown in the exclusions and any excess that applies.

When **you** make a claim, the amount insured will not be reduced by the claim payment.

Index linking

You are responsible for ensuring that the **sum insured** on your **schedule** is adequate at all times.

However to help protect **you** from the effects of inflation **we** will apply **index linking** to the **sum insured** for **buildings** shown on your **schedule**.

Index linking of the **sum insured** will only be applied where **you** have set a specific **sum insured**. Where **we** have set your **sum insured**, **index linking** will not apply.

Your **schedule** will clearly indicate when **index linking** is applicable to your **sum insured**.

Property owner's liability

Please see conditions and exceptions applying to the whole of the policy on pages 20-23

What you are covered for

What is covered

- All sums for which **you** (or, after your death, your legal representatives) are legally liable in respect of accidents occurring during the **period of insurance** which result in bodily injury, illness or death of any person, or loss or damage to property arising:
 - i) from ownership of the **buildings** and their land.
 - ii) under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of any other private residence which **you** have previously owned and occupied. This cover will continue for a period of 7 years from the date of cancellation of this policy.
- Up to £1,000,000 will be payable for each claim for damages and claimants' costs and expenses. In addition, **we** will pay any defence costs and expenses which are incurred with **our** written consent.

What is not covered

- Any legal liability that is more specifically insured by any other policy.
- Liability arising from:
 - accidental death, bodily injury or illness to **you** or your **family** or any of your employees whilst in the course of their employment with **you** or your **family**,
 - damage to property belonging to, or held in trust by, or occupied by, or in the custody or control of **you** or your **family**, or any of **your** employees,
 - any business, profession or employment of **you** or your **family**,
 - the ownership, possession or use by, or on behalf of, **you** or your **family**, of any mechanically propelled or assisted vehicles, caravans, boats or lifts,
 - any contract or agreement which **you** or your **family** have entered into unless liability would have applied anyway.

Customer helpline services

As part of your buildings insurance, you are automatically entitled to use the customer helpline services outlined below. This service is provided by RSA. The helpline number is **0845 300 1133**. For your protection telephone calls may be recorded and monitored.

What you are covered for

What is covered

- Use of the Emergency Homeline Service.
- By using this service, RSA will arrange for a repairer to call at **your home** to repair any damage to the:
 - i) Domestic plumbing or drainage system, if there has, or is likely to be, an escape of water or sewage.
 - ii) Domestic gas or electricity supply systems, in the event of the complete failure of either.
 - iii) Roofing, if internal damage is likely to be caused.
 - iv) External locks, doors or windows if the **home** has been made insecure.
 - v) Fixed heating system if water or oil has escaped.
- If the **home** is rendered uninhabitable by any cause not covered under points 1 – 12, RSA will pay up to £25 per policyholder for necessary Bed and Breakfast accommodation, with an overall maximum of £100 in total and £25 for essential overnight toiletry items.

What is not covered

- All costs involved. The policyholder must pay the repairer, or RSA all charges for call-out, labour and parts or materials used. (However, in many cases these costs may be recoverable under your buildings or contents insurance.)
- Any legal liability, loss of, or damage to, any property or person arising from the provision, or delay of, the repair services, unless negligence on the part of RSA can be demonstrated.

Claims procedure and conditions

This is the procedure you should follow in the event of a claim or something happening which may give rise to a claim. If you do not follow this procedure, you will break a condition of the policy. This may invalidate your claim.

Remember – if you make a claim under the policy which is false or fraudulent in any respect, we will not pay the claim and all cover under the policy will cease.

Reporting a claim

When something happens that causes or may cause a claim, **you** must contact **us** immediately on the telephone number provided on your **schedule**. If it is a case of malicious damage, theft, attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. (Please also refer to page 6)

If, following a claim under the policy, **you** receive a legal claim form (previously known as a writ or summons) or process issued or started against **you**, **you** must send this unanswered immediately to **our** Claims Department by recorded delivery, quoting your claim reference. **You** must give **us** all the help and information necessary to settle or resist any claim made against **you**, or help **us** to begin proceedings against any other person.

Proof of loss or damage

It is a condition of your policy and your responsibility to provide sufficient substantiation of your claim as may be required. **You** must, if required, and at your own expense, provide **us** with all

reasonable details, or evidence, **we** may request, including written estimates, quotations, proofs of ownership and value or confirmation of the cause of loss or damage.

Control of the claim

We control the claim, so **you** must not admit, deny, negotiate or settle a claim without **our** consent. However, any temporary repairs necessary to prevent further damage can be done immediately.

Our special rights

We have the right to enter any building affected by the claim and take possession of any of the insured property. **You** may not, however, abandon the property without **our** consent. **We** may in your name and/or on your behalf, take complete control of any proceedings or settle any claims. **We** may also, at **our** expense and for **our** own benefit, take proceedings against any other person, in your name, to recover any payment **we** have made under this policy.

Claims procedure and conditions

(continued)

Contribution

If, at the time of a claim, there is any other policy in force, insuring anything covered by this policy, **we** shall only be liable for **our** proportional share.

Theft Security

If there has been a theft, or a theft occurs during the currency of this policy, **we** may ask **you** to take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not agree to implement these improvements, **we** may not be able to continue to provide cover.

General conditions

These conditions apply to the whole policy

Fraud

We are not liable to pay any claim under the policy if it is false or fraudulent in any respect, or if **you**, or anyone else entitled to be covered, have not done everything that is required to be done under the terms of the policy. If the claim is false or fraudulent, the policy will be cancelled with effect from the date that the fraud was committed.

In such circumstances, **we** retain the right to keep the premium, recover any payments made and **we** may take legal action against **you**.

Changes in risk

The following are examples of the types of changes **we** need to know about:

- A permanent change of address.
- If **your home** is to become unoccupied for more than 60 days in any one policy year.

- If **your home** is to become unfurnished for more than 30 days in any one policy year.
- If **your home** is to become let out to tenants or shared with lodgers.
- Use of **your home** for business or professional purposes.
- If **your home** is not in a good state of repair.
- Any alterations or extensions to **your home**.
- The conviction, or pending prosecution, of **you** or any member of your **family** for any criminal offence (other than motoring offences).

Failure to inform **us** may invalidate your policy. If **you** are in any doubt as to whether the change may affect the insurance, then please tell **Lloyds TSB**.

General conditions

(continued)

Precautions

You and your **family** must take every reasonable precaution to prevent any loss, damage, accident or injury. **You** must keep the property insured by this policy in a good condition. Failure to meet this condition may invalidate your policy and/or any claim.

Transfer of interest

You may not transfer your interest in this policy without **our** written consent.

Cancellation – If, having examined your policy documentation, **you** decide not to proceed, **you** may cancel this insurance within the first 14 days. This 14 days starts on the day **you** receive the policy documentation, or the day **you** enter into this contract of insurance, whichever is the later. On receipt of your notice, any premiums **you** have already paid will be refunded, unless **you** have made a claim. If **you** have made a claim, the refund may be subject to a premium payment for the cover **you** have already received.

If **you** do not cancel within the first 14 days the cancellation procedure is as follows:

You may cancel the contract by giving **us** 14 days notice in writing. If **you** cancel the policy, **you** may be entitled to a partial refund of premium, if it is more than £5. This refund will be subject to a deduction for the cover **you** have already received. **We** may cancel this policy by giving **you** at least 14 days notice at your last known address. If **we** cancel the policy, **you** will be refunded premiums already paid for the remainder of the current **period of insurance**.

Monthly premiums – If **you** pay premiums for this policy by monthly Direct Debit from your bank account and **we** do not receive a monthly premium payment when it is due, **Lloyds TSB** will advise **you** accordingly and re-submit the unpaid premium for payment. If your premium is not met, **Lloyds TSB** will cancel this policy from the date it is paid up to.

Contracts (Rights of Third Parties)

Act 1999 – No third party will have rights under, or be able to enforce, any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party apart from this Act.

Renewal – Lloyds TSB Insurance Services Limited will write to **you** at least 21 days before your policy is due to expire to let **you** know what **you** need to do.

General exceptions

These exceptions apply to the whole policy

This policy does not cover:

War and similar risks – Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Terrorism – Loss, injury, harm or damage to life or to property (or the threat of such loss, injury, harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism, regardless of any other contributing cause or event.

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 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.

Radioactivity – Loss or destruction of, or damage to, any property, or any additional expense or legal liability directly, or indirectly caused, or contributed to, by or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic explosive or other hazardous nature of any nuclear assembly or nuclear component.

Sonic bangs – Loss of, or damage to, property caused by pressure waves from aircraft or other aerial devices.

Matching items – The cost of replacing or altering any undamaged item, or parts of items, forming part of a set, suite or other article of a uniform nature, colour or design including floor coverings and fitted kitchen units, when loss or damage occurs within a clearly identifiable area, or to a specific part, and a replacement cannot be matched.

General exceptions

(continued)

Pollution – Any loss, damage or legal liability arising from pollution or contamination of buildings, structure, water, land or the atmosphere, unless caused by:

- a sudden, unexpected or unintentional act which can be identified; or
- oil leaking from a domestic oil installation at **your home**

Date change computer failure and computer viruses

Direct or indirect loss or damage caused*:

- to equipment by its failing to correctly recognise data representing any date in such a way that it does not work properly or at all.
- by computer viruses.

*But this shall not apply to subsequent loss, damage or liability which results from a cause which is insured.

Equipment – includes computers and anything else insured within the policy which has a microchip in it.

Computers – includes hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips – includes integrated circuits and microcontrollers.

Computer viruses – include any program or software which prevents any operating system, computer programme or software working properly or at all.

Loss of value

Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or depreciation.

Indirect losses

Any loss, damage or additional expense which results indirectly from anything insured by this policy. This includes, but is not limited to, the following: loss of earnings, travel costs, costs incurred when preparing and submitting a claim, loss assessor fees, compensation for stress and/or inconvenience.

Wear and tear – Any loss or damage caused by wear and tear, gradual deterioration, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.

Rot – Any loss or damage caused by wet or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance.

Pre-inception loss or damage – Loss or damage existing before this policy started.

Deliberate act – Any loss, damage or legal liability caused by a deliberate act by **you** or your **family**.

How do I make a complaint?

If you are dissatisfied with the service provided then:

For complaints relating to sales or administration

Contact LTSB Customer Care Department on **0845 300 5599**.

Or write to:

**Customer Care Lloyds TSB Insurance
Tredegar Park, Newport
South Wales NP10 8SB**

Or email:

Customer.care.insurance@
lloydtsb.co.uk*

For complaints relating to a claim

Please call your **insurer** using the contact details shown in your policy **schedule**.

If **you** are still not satisfied **you** may refer your complaint to the Financial Ombudsman Service (FOS).

The FOS can be contacted on

0845 080 1800 or at

**Insurance Division,
Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall
London E14 9SR.**

If **you** do take these actions, this will not affect your legal rights.

*Please be aware that we cannot be held responsible for the security of any personal data sent via email.

Important information

My personal data and Lloyds Banking Group¹

I agree that you may keep my personal details (which may include sensitive data as defined in the Data Protection Act 1998), given to you by me or other people during my relationship with you and other companies in your Group¹ and their insurance agents, in a Lloyds Banking Group database. This includes:

- details I give you on application forms,
- details I give you during financial reviews and interviews,
- your analysis of my banking transactions, and
- what you know from operating my accounts.

Companies in your Group may use and update this centrally held information to:

- provide me with services,
- identify products and services which might be suitable for me,
- assess lending and insurance risks,
- recover debts,
- prevent and detect fraud, and
- update their own records about me.

You may also use my information for research and statistical analysis with the aim of improving your services.

If I request it, on payment of a fee, which is currently £10, you will provide me with a copy of the information you hold, in line with the Data Protection Act.

The information you hold about me is confidential. You will only disclose it outside the Lloyds Banking Group¹ when:

- I give you my consent,
- it is needed by your agents and others involved in running accounts and services for me,
- you or others need to investigate or prevent crime,
- the law permits or requires it, even without my consent, or
- there is a duty to the public to reveal the information

When assessing my application and managing my borrowing automated decision making systems may be used. I agree that when making credit decisions you may make searches at credit reference agencies, including electoral register information. These searches will be recorded by the credit reference agencies.

Important information

My personal data and Lloyds Banking Group¹ (continued)

I agree that if I am applying in joint names, this will create a financial link between us in the records at the credit reference agencies meaning that my financial affairs and those of my joint applicant may be treated as affecting each other.

You may disclose how I have run my accounts to the credit reference agencies. In the event that you make formal demand for repayment of my borrowing and I do not make full repayment or satisfactory proposals to you within 28 days, you may disclose this to the agencies, who will record the outstanding debt.

You may check what I have told you and share information with fraud prevention agencies. I understand that it is important that I give you accurate information as if I give false or inaccurate data and you suspect fraud, you will record this at the fraud prevention agencies.

You and other organisations may use credit or insurance reference agency and fraud prevention agency records about me and people financially linked to me, and others in my household to help make decisions about me and them:

- for credit and credit related services, and to manage my accounts,
- for motor, household, credit, life, and other insurance proposals or validating claims (including but not limited to Claims and Underwriting Exchange register run by Insurance Database Services Limited) and
- for fraud prevention, debtor tracing, debt recovery, and to check my identity to prevent money laundering.

If I ask, you will tell me which credit reference and fraud prevention agencies you have used so I can get a copy of my details from them.

I confirm that I have consent for this agreement from any joint applicant who is not present, and I will share with them the details of what I have agreed to on their behalf.

You, or others involved in running my policy, may administer my policy and provide other services from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, you will have a contract in place to ensure that my information is adequately protected, and you will remain bound by your obligations under the Data Protection Act even when my personal information is processed outside Europe.

You may monitor or record phone calls with me in case you need to check you have carried out my instructions correctly and to help improve your quality of service.

You may contact me about products and services available from the Lloyds Banking Group, and from selected companies outside your Group which you believe may interest me or benefit me financially, unless I have told you that I do not want to receive this information. Other companies, including those in your Group, will not make marketing approaches to me without my consent.

If you would prefer not to receive information from us about other services, please call **01202 444153**.

¹The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com

Compensation

The insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if the insurer cannot meet its obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Contact them at **www.fscs.org.uk** or call them on **020 7892 7300**.

Telephone call costs, call recording and call monitoring

Call charges to 0845 numbers will vary from UK landlines. Calls to 0800 numbers are free from UK landlines. Contact your landline or mobile provider for up to date details of charges. Please note that telephone calls may be recorded and/or monitored.

Alternative formats

The information within this document is available in alternative formats such as Braille, audio tape, large print and CD ROM.

Please call **0800 731 9046** if you wish to receive it in one of these formats and we will be happy to help.

Buildings Options is underwritten by the Insurer named in the policy schedule. 24 hour Emergency Homeline is provided by Royal and Sun Alliance Insurance plc. Registered in England and Wales, No. 93792. Registered Office: St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

All companies are authorised and regulated by the Financial Services Authority.