

Home Insurance Excess Cover

Policy Booklet



MY POLICY NUMBER IS:

Sainsbury's Bank

Welcome to Sainsbury's Bank Home Insurance Excess Cover

Thanks for choosing Sainsbury's Bank. We want to make sure you have Home Insurance excess cover that's clear and easy to understand, and to give you peace of mind when it comes to looking after your home.

Sainsbury's Bank Home Insurance Excess Cover detailed in this Policy Booklet are arranged by Sainsbury's Bank, acting as an agent of the insurer specified in your Policy Schedule.

The insurer provides your insurance and has agreed to insure you subject to the terms, conditions and exclusions contained in this policy booklet. They cover you for liability, loss or damage that may occur during the period of insurance that you've paid or agreed to pay the premium for.

You'll need to read this Policy Booklet along with your Policy Schedule, Statement of Fact, About our Home Insurance document and your Home Insurance policy booklet. Together they'll give you full details of your cover.

Contents

Summary of important information about additional products	4
Policy	6
Excess Cover, provided by Astrenska Insurance Limited	6
What words mean	7
Cover provided	8
Renewal terms	14
Cancellation terms	15
Complaints and customer service	17
Data Protection – Sainsbury's Bank	19



Summary of important information

Our relationship with you and your insurer

Please note that Sainsbury's Bank is acting as an agent of the insurer, noted in your Policy Schedule, at all times.

Our service includes arranging your insurance cover on your behalf with insurers to meet your requirements, and helping you with any changes you need to make, such as an amendment to the cover. We'll also arrange the cancellation of your policy.

We have supplied this Agreement and other information to you in English and we'll continue to communicate with you in English.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

This contract of insurance is between you and your insurer. Nobody else has any rights they can enforce under this contract.



What you have to pay for our services

As well as the insurance premium which you have to pay your insurer, we also charge you a fee for administering your insurance; this is listed on your About our Insurance Services document.

Additionally if you:

- a) make changes to your policy during the term; or
- b) cancel your policy after the first 14 days of cover

your insurer may charge you additional fees.

Authorisation

Sainsbury's Bank plc, Registered Office, 33 Charterhouse Street, London, EC1M 6HA. Financial Services Firm Reference Number 184514. Sainsbury's Bank Plc is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register no. 184514). Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

Our FCA registered number is 184514. You can check our registration on the FCA's register by visiting their website www.fca.org.uk/register.



Policy

This Policy is underwritten by Astrenska Insurance Limited and is managed on their behalf by Strategic Insurance Services Limited.

Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846.

This Policy is administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Payment of the Excess Cover Premium must be paid before cover is provided.



What words mean

Each of the words or phrases listed below will have the same meaning wherever they appear. The terms we, us, our, you and your also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

Annual Policy Limit	The maximum amount payable, under this policy will be the total value of your excess shown in your policy schedule, for one claim in the period of insurance up to a maximum of £1,000.
Excess	The amount You are responsible for/have to pay under the terms of Your Home Insurance Policy.
Home Insurance Policy	Your insurance policy covering the buildings and outbuildings of Your Main Residence and/or the contents there of issued by an authorised and regulated UK insurer.
Home Insurer	The insurance company which covers you and whose name is shown in the Statement of Fact and policy schedule of Home Insurance on whose behalf this policy wording is issued.
Imminent Claim	An Incident that could give rise to a claim under this policy that You are or were aware of prior to the inception date of this policy that was to be or had just been reported under Your Home Insurance Policy.
Incident	A claim occurrence under Your Home Insurance Policy during the Period of Insurance.
Main Residence	Where You and Your family reside in the UK; where You are on the electoral role; the one in which You spend most time and is the subject of Your Home Insurance Policy.
Period of Insurance	The length of time for which the insurer will insure you. This is shown on your Policy Schedule
Policy Schedule	This forms part of this policy document and contains the name of the Policyholder and gives details of the cover provided by this policy.
Terrorism	As defined in the Terrorism Act 2000.
Waived or Reimbursed	Where a third party has already made good the Excess shown in the schedule of Your Home Insurance Policy.
We, Us, Our	Astrenska Insurance Limited.
You/Your/Insured Person	The policyholder named on your Policy Schedule.



Cover provided

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any claim for **Your** buildings and/or contents under **Your Home Insurance Policy**.
2. Cover will only operate when a claim is made when the **Excess of Your Home Insurance Policy** is exceeded and following the successful settlement of **your** claim. The maximum amount payable under this policy will be the **Annual Policy Limit** as shown in **Your Policy Schedule**.

This policy provides cover for one claim in the **Period of insurance**. Once a claim has been accepted and paid the policy will automatically be cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Home Insurance**.

What is not covered (Exclusions)

1. Any claim not covered under **Your Home Insurance Policy** or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Home Insurance Policy**.
3. Any claim under **Your Home Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Policy Schedule** that **You** were aware was an **Imminent Claim**.
4. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Home Insurance Policy**.
5. Any contribution or deduction from the settlement of **Your** claim against **Your Home Insurance Policy** other than the stated policy **Excess**, for which **You** have been made liable.
6. Any claim that has been **Waived or Reimbursed**.
7. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
8. Any claim resulting from war and terrorism.
9. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.



How to make a claim

Your claim will be handled by Auxillis Limited. To report **Your** claim please contact 0344 5170058 within 31 days of settlement of **Your** claim by **Your Home Insurer**. **You** will be asked to provide proof of **Your Excess** payment when **You** make a claim. This may be a receipt for **Your Excess** or a letter from **Your Home Insurer** confirming an **Excess** payment has been made.

Conditions Applicable

1. **Your Home Insurance Excess Protection Policy** will continue to respond for the **Period of Insurance** or until you have made a successful claim on this policy.
2. **Your Home Insurance Policy** must be maintained, current and valid.
3. **Your Home Insurance Policy** must either be in **Your** name or the name of **the joint policyholder** with **You** named on the schedule.
4. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery – **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. Other Insurance – If **You** were covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, **We** will only pay **Our** share of the claim.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Home Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. This insurance is only valid if **You** are a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
11. **We** have the right to approach any third party in relation to **Your** claim.



Fraudulent and Unfounded Claims

If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and (if appropriate) recoverable. **We** shall not be liable to **you** in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and

- **We** need not return any premiums paid
- **We** may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade.

Governing law and language

This insurance shall be governed by and construed in accordance with English Law unless **We** agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes. All communication is to be conducted in English.

Whole agreement

This Policy contains the entire agreement between **You** and any **Insured Person** claiming under it and the **insurer** and no other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any third party shall have any contractual effect unless agreed by all parties in writing.



Data Protection – Astrenska

How we use the information about you

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- Issue you this insurance policy;
- Deal with any claims or requests for assistance that you may have
- Service your policy (including claims and policy administration, payments and other transactions); and,
- Detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.



Processing your data

Your data will generally be processed on the basis that it is: necessary for the performance of the contract that we have with you;

- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting: www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy



How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: **data.protection@collinsongroup.com**

Postal Address: **Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN**

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at **<https://ico.org.uk>**



Renewal terms

As part of Sainsbury's Bank commitment to you, Sainsbury's Bank will notify you in good time before the end of your policy term that your home insurance renewal is due.

Subject to your rights to cancel, the additional Home excess cover outlined in this booklet will remain in force for the duration of your Sainsbury's Bank Home insurance as shown in your Policy Schedule.

Sainsbury's Bank will also review these insurance products on a regular basis so it can continue to deliver value for money and ensure the best quality. This may from time to time involve changing these products.

Before Sainsbury's Bank renews your policy, Sainsbury's Bank may review your past claims history. As a result of this review, Sainsbury's Bank may not offer you the same type or level of cover at renewal.

Automatic renewal

If Sainsbury's Bank offers to renew your policy automatically, you give Sainsbury's Bank permission to do so on the basis of the renewal premium and policy conditions, details of which will be sent to you before the renewal date. If you do not wish Sainsbury's Bank to do this, you can make this known before the renewal date by calling: **0345 266 1620**.

In a small number of cases, Sainsbury's Bank won't automatically renew your policy. You'll be informed of this in your notice of renewal, if this is the case. Some of the reasons why your policy may not be automatically renewed include:

- you have previously informed Sainsbury's Bank that you don't want to automatically renew your policy;
- the underwriter is unable to provide you cover for another year;
- you've an outstanding debt on your current policy.

If you don't want to renew your policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date. You can contact: **0345 266 1620**.



Cancellation terms

Your right to cancel

If you decide that for any reason, this policy does not meet your insurance needs, you have the right to cancel it at any time by contacting Sainsbury's Bank on:

0345 266 1620.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later, you'll be entitled to a full refund of the premium as long as you have not made a claim and do not have a pending claim on the policy.

If you cancel the policy outside the 14 day period you'll receive a pro-rata refund of your premium proportionate to the amount of time left to run on the policy. An administration fee, as shown in your schedule, may apply.

In either circumstance, the effective date of cancellation will be the date that you request the policy be cancelled or when the cancellation request is received, whichever is the latter.

Please note that Sainsbury's Bank will not refund any premium if you have made a claim or if one has been made against you during the period of cover.

Our right to cancel

Sainsbury's Bank (or your insurer) have the right to cancel your policy at any time by giving you 7 days notice in writing and are not bound to accept renewal of this insurance, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- where you are required in accordance with the terms of this policy booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that affects our ability to process your policy, a claim, or ability to defend our interests;
- if we're prohibited by law from continuing to provide cover or services to you under this policy;
- where changes to your information renders the risk unacceptable to us;
- you (or someone on your behalf) make or try to make a fraudulent claim under this policy or where you act in a fraudulent way;



- Sainsbury's Bank (or your Insurer) suspect you of fraud. If we (or your insurer) cancel your policy on the grounds of fraud, cancellation may be immediate and any premium you have paid may be kept and not refunded. The police may also be informed of the circumstances;
- you fail to co-operate with our representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers;
- if you otherwise cease to comply with the terms and conditions of this policy.

Sainsbury's Bank (or your Insurer) will send a cancellation letter and/or email to the latest address/email address we have for you and will set out the reason for cancellation in the letter.

If we (or Sainsbury's Bank) exercise our rights to cancel the policy under this section, Sainsbury's Bank will refund the premium paid proportionate to the remaining period of insurance. Cancellation of your Sainsbury's Bank Home or Home insurance policy will also result in the cancellation of this product.

Sainsbury's Bank will not refund any premium if you have made a claim during the **Period of Insurance**.



Complaints and customer service

There are two different options to consider when lodging a complaint:

Product Sales

If you are not satisfied with the way in which any of these additional products were sold to you, please contact Sainsbury's Bank in one of the following ways:

Please call us on our priority number: **0800 085 3937**

If you wish to write, then please use the following web form:

sainsburysbank.co.uk/contact/contact-getintouch-email

Or you can address a letter to: **Sainsbury's Bank Insurance, PO Box 4996, WORTHING, BN11 9AT**

Claims Handling

If You wish to make a complaint please contact the Quality & Support Department first by calling **0800 953 7122** or write to the **Quality & Support Department, Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.**



Your insurer and/or Sainsbury's Bank will attempt to resolve your complaint immediately. If this is not possible, your complaint will be acknowledged within 5 business days of its receipt. In the unlikely event that your complaint has not been resolved within 4 weeks of its receipt, Your insurer and/or Sainsbury's Bank will write and let you know the reasons why and what further action we'll take.

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service.

For further details, please see the ombudsman website at:
financial-ombudsman.org.uk

If you wish to contact the Financial Ombudsman, you can:

- Write to them at the:
Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- Email: **complaint.info@financial-ombudsman.org.uk**
- Call: **0800 023 4567** or **0300 123 9123**.
- Visit the Financial Ombudsman Service website: **financial-ombudsman.org.uk**

If for any reason your complaint falls outside of the jurisdiction of the Financial Ombudsman Service then Your insurer and/or Sainsbury's Bank will still respond to your complaint.

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service, please go to: **ec.europa.eu/odr**

Financial Services Compensation Scheme

You may be entitled to compensation from the scheme if an insurer cannot meet their obligations. Further information is available from the FSCS website: **fscs.org.uk** or by calling: **0800 678 1100** or **0300 123 9123**.



Data Protection – Sainsbury's Bank

Please make sure that you read this notice carefully, as it contains important information about how Sainsbury's Bank plc or your insurer will use personal data and sensitive personal data which we hold. You should show this Data Protection Notice to anyone covered or proposed to be covered under this policy.

Your personal data

For mutual security, calls are recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the relevant data protection legislation, the Data Controllers in relation to the personal data you supply are Sainsbury's Bank plc and the insurer specified on your Policy Schedule.

Why do we need your personal data?

We need your information and that of others you name on the policy to give you quotations and manage your insurance policy, including underwriting and claims handling, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing and risk management. Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties including information about your Nectar Card if you have one. We'll only collect the information we need so that we can provide you with the specific service you require.

How will we use your personal data and who will we share it with?

During the course of dealings with you, your insurer and/or Sainsbury's Bank may need to use your information to:

- assess financial and insurance risks;
- prevent and detect crime including anti-money laundering and financial sanctions;
- comply with our legal and regulatory obligations;
- develop our products, services, systems and relationships with you;
- record your preferences in respect of products and services;
- review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover;



Regarding your insurer's and/or Sainsbury's Bank's use of your data, either may:

- use the information held about you and that of others named on the policy (for example, joint policy holders);
- share the information with agencies that carry out certain activities on their behalf (for example marketing agencies or those who help the insurers underwrite your policy);
- use and share your information with approved suppliers where this is reasonably required to help deal with your claim;
- disclose some of your information and that of others named on the policy to other insurers, third party underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

Sainsbury's Bank will not disclose your information to anyone except where we:

- have your permission;
- are required or permitted to do so by law; or
- may transfer rights and obligations under this agreement.

Transferring your information

Sometimes we need to give information to our agents and subcontractors so that they can provide a particular service for us. In these circumstances we will always take great care to ensure that these suppliers apply the same levels of protection, security and confidentiality we apply so that your personal information is kept safe and secure. Such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Sensitive personal information

Some of the personal information we ask you for may be considered 'sensitive data' for the purposes of data protection legislation (e.g. details of any driving offences). This information shall be used solely for the purposes of providing you with a quote and providing you with a policy. If you withdraw your consent to us processing this information at any time during the term of your policy, we will be unable to continue to provide you with your policy and your policy will be terminated.



Dealing with other people

We are able to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know and we'll tell you which information we need.

In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Who we will share your information with

We will keep any information you have provided to us confidential. However, you agree that we may share this information (other than financial and transactional information) with other companies within the Sainsbury's Group (as detailed in our Privacy Policy, which we may amend from time to time). Please see our Privacy Policy (found on our website at <https://www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy>) for more details about how we and Sainsbury's Group will use your information.

If you have a Nectar Card then details relating to your Nectar Card and number of points will be passed to Sainsbury's Supermarkets so that the Nectar Programme can be administered. Other members of our group may also share your information (but not financial details) to help keep their records up to date and administer your relationship with them.

Fraud prevention and anti-money laundering

We have systems which protect our customers and ourselves against fraud and other crime.

In order to prevent and detect fraud, we may at any time:

- share information about you with other organisations including the police;
- conduct searches about you using externally available databases and insurance industry application, policy and claims checking systems;
- undertake credit searches;
- check and/or share your details with fraud prevention and detection agencies.



If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposal and claims for all types of insurance;
- checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies, and how to obtain a copy of your information held by them. The agencies may charge a fee.

Financial sanctions

We and the insurer will use information about you and that of others named on your policy to ensure compliance with financial sanctions in effect in the United Kingdom and internationally. This may include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. Your information and that of others named on your policy may be shared with HM Treasury and other international regulators where required.



Your Rights

To understand how Sainsbury's Group uses your information, the legal basis for that use and your right to object to those uses, please take a look at our Privacy Policy (which can be found on our website at www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy) which we update from time to time.

Getting in touch

Got a question?

Customer Care Line

0345 266 1670

For all other enquiries, lines are open: Monday to Friday 9am- 5:30pm.
Closed Saturday and Sunday.

Need to claim?

Please check your Home Insurance Policy Schedule to confirm you're covered.

Excess Cover

0344 517 0058

Lines are open Monday to Friday 7am-9:30pm and Saturday and Sunday 8am-8:30pm.

All information is correct at the date of printing.

Special requirements

We can provide documents in large print, Braille or on audio.

Please call our Claims and Customer Care Line on **0345 266 1670** for more information.

You can also call us via our Text Relay (Next Generation Text) service for general product enquiries. Please call **18001 0345 266 1670** to use this service.

Telephone calls to numbers starting 03 are charged at local rates from landlines and mobiles. All calls may be recorded for security purposes and monitored for quality control procedures.

Sainsbury's Bank plc, Registered Office, 33 Charterhouse Street, London, EC1M 6HA. Financial Services Firm Reference Number 184514. Sainsbury's Bank Plc is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register no. 184514). Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.