

Saga Holiday Home Insurance

Your Policy Booklet



Contents

	Page
Welcome	4
Glossary of terms	6
Buildings Cover	8
Accidental Damage to Buildings Cover	15
Contents Cover	16
Accidental Damage to Contents Cover	24
General Exclusions	25
How to make a claim	27
General Conditions	28
Customer Service	32

Saga Services Limited has arranged for Saga Holiday Home Insurance to be underwritten by Hiscox Insurance Company Limited. Registered in England, Number 70234. Registered Office: 1 Great St Helen's, London EC3A 6HX. Hiscox Insurance Company Limited is authorised and regulated by the Financial Services Authority.

These details can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register/or by calling 0300 500 5000.

Welcome to Saga Holiday Home Insurance.

We always aim to provide high levels of care and service for our customers, so we have designed this policy with your needs in mind.

Please read your policy documents carefully, together with your policy Schedule, to make sure that the cover you have chosen is appropriate for you. If you are interested in any extra cover, we will be very happy to give you a quotation.

I hope that you will find this policy gives you the level of protection you want for your holiday home.

If you need to make a claim on the policy, you can find details of how to do so on page 27.

A handwritten signature in black ink that reads "Roger Ramsden." The signature is written in a cursive style with a period at the end.

Roger Ramsden
Chief Executive

Welcome

The words shown in bold print are defined on pages 6 and 7.

The contract of insurance between **you** and **us** is made up of this Policy Booklet, **your** Schedule, and any **endorsements** shown on **your** Schedule. It is based on the information **you** have given **us**.

You should read this Policy Booklet together with **your** Schedule and **endorsement** sheet. Please check them carefully to make sure that they give **you** the cover **you** want.

You agree to pay the premium and to keep to the conditions of the contract of insurance. If **you** arrange to pay by instalments and do not keep up **your** payments **you** will not be covered by this policy from the date the premium was due.

We agree to insure **you** according to the terms in this Policy Booklet for the sections shown in **your** Schedule. **We** will provide cover for any **period of insurance** for which **we** have accepted **your** premium.

Unless **we** have agreed otherwise, this contract will be governed by English Law, and all information and terms regarding this contract are provided in the English language only.

Renewal process

You will be sent a renewal invitation 21 days before **your** renewal date which will include details of **your** premium for the next year. If **you** choose to pay by Direct Debit, **Saga** will renew **your** policy each year using the payment details **you** have given **Saga** unless **you** notify **Saga** that **you** do not want to renew or that **you** want to renew using a different payment method, in which case **you** will need to cancel **your** Direct Debit mandate with the bank.

Future underwriter changes

Your Saga Holiday Home Insurance policy is currently provided and underwritten by Hiscox Insurance Company Limited as part of an agreement between Saga Services Limited and Hiscox. At some time in the future Saga may enter into an arrangement with a new provider for all or part of your policy in which case this new provider will offer you new cover to replace your current policy. If this is the case, we will write to you to confirm the details of the new provider, and give you details of any changes to the Terms and Conditions of your policy. You hereby authorise Saga to transfer any personal data to the new provider, and you consent to the new provider being able to offer cover to you. If at any time you wish to withdraw your agreement to this, please let us know by calling 0845 9000 039.

Inflation protection – index-linking

Index-linking is a monthly adjustment to the **sum insured** shown on **your** policy Schedule.

We do not make a charge for index-linking during the **period of insurance**, but each time **you** renew **your** policy **we** will work out **your** premium again on the new **sum insured**.

Buildings

We will index-link the amount shown on **your** Schedule using the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index.

Contents

We will index-link the amount shown on **your** Schedule using the Retail Price Index or another appropriate index.

If the index values reduce, **your sums insured** will remain the same.

The **sum insured** for emergency travel is not index-linked.

Important – Personal information

The information **you** have given **us** will be held and used to manage **your** insurance **policy** and this will include both underwriting and claim handling. For this purpose **we** may disclose it to other interested third parties - for example, other insurers, regulatory authorities and agents who provide services on **our** behalf.

By accepting this **policy you** consent to **our** processing personal data including sensitive data about **you** and other persons who may be insured under the **policy**. **You** understand that all personal data **you** give to **us** must be accurate and that **you** have the specific consent of those other persons to disclose their personal data.

Insurers pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. **We** may search this register as this helps **us** to check information provided and to prevent fraudulent claims. **We** may also undertake credit searches and additional fraud searches. Under the conditions of **your policy you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the register.

We will try to ensure that any personal data **you** provide will be held securely and in accordance with the Data Protection Act 1998. Sometimes data may be transferred outside the European Economic Area to a third party provider of goods or services that **you** have requested and which operates outside of that jurisdiction. Any such data will be held securely and to similar standards as required under the Data Protection Act 1998.

Your calls may be monitored and recorded in order that the service may be improved and to help prevent and detect fraud.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. It may also be used for marketing, offering renewals, research and statistical purposes and crime prevention.

By providing **us** with **your** personal data and contact details, **you** consent to the Saga and Acromas groups of companies and their partners using it to contact **you** by post, telephone, e-mail, SMS or other electronic means, to inform **you** about any products and services which they consider may be of interest to **you**. However, **you** can contact the Saga Data Protection Officer in writing at any time to suppress contact for some or all Saga products.

In the case of personal data, with limited exceptions, **you** have the right to access and if necessary rectify information held about **you** by formal written application to Saga's Group Data Protection Officer at The Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE.

Glossary of terms

Certain words have specific meanings wherever they appear in this policy or **your** Schedule. To help **you** identify these **we** have printed them in **bold** throughout the policy.

Buildings	Your holiday home , its permanent fixtures and fittings , boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools, tennis courts, septic tanks and central-heating gas or oil tanks all forming part of the property for which you are legally responsible. These must all be at the address shown in the Schedule.
Contents	Household furnishings and equipment, high risk items owned by you or your family (or for which you are legally responsible) and kept in the holiday home throughout the year. Contents do not include any items used for your trade, business or occupation, any living creature, money, cheques or credit/debit cards in any form.
Endorsement(s)	An extension or restriction to your policy. (Endorsements only apply if they appear in your policy Schedule.)
Fixtures and fittings	Fitted wardrobes, cupboards, kitchen units and built in appliances, bathroom and sanitary ware, boilers or water heaters, pipework, central heating or air conditioning units, solar heating appliances and light fittings.
High risk items	Televisions, audio and video equipment, home computers, and valuables .

Holiday home **Your** property at the address shown in **your** policy Schedule and its garages, sheds, outbuildings on permanent foundations **you** use only for domestic purposes, provided it is built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

Period of insurance The period of cover set out in **your** policy Schedule for which **you** have paid or have agreed to pay the premium.

Personal money Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps, savings certificates, unused current postage stamps, travellers cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phone cards and trading stamps including television licence, gas, electricity and phone stamps **you** hold for personal purposes.

Personal money does not include:

- lottery and raffle tickets;
- air mile vouchers and cards; or
- promotional vouchers and cards.

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.

- Terrorism** An act, including using or threatening to use force or violence, which:
- is committed by a person or group of people, whether acting alone or in connection with an organization or government; and
 - is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.
- Valuables** Furs, clocks, articles of precious metal, precious stones, pictures, works of art and collections of stamps, coins and medals. (Jewellery and watches are not included.)
- We, our, us** Hiscox Insurance Company Limited.
- You, your** The person or people shown in your policy Schedule as the policyholder and your husband, wife or domestic partner, children (including children of your husband, wife or domestic partner and adopted and foster children); all who normally reside with you.

Buildings Cover

Your Schedule shows if **you** are covered under this section of the policy. This section should be read in conjunction with **your** policy documents, the General Exclusions on page 25 and the General Conditions on page 28.

We cover the following

We will cover loss or damage to the **buildings** caused by the events in paragraphs 1-8.

-
1. Fire, lightning, explosion, earthquake, subterranean fire, smudge caused by burning oil or smoke.
-
2. Riot, civil commotion, labour or political disturbances and strikes.

We do not cover the following

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

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

The cost of replacing any undamaged item or parts of items, which form part of a set, collection, suite, and other matching items if the loss or damage only affects one area or part and a replacement cannot be matched. Any loss or change in value to undamaged parts or items.

Any amount over £15,000 for damage caused to outbuildings, perimeter and retaining walls, terraces, gates, hedges, fences, swimming pools, driveways, footpaths and other permanent structures.

Loss or damage caused gradually over a period of time by one or a series of causes.

Loss or damage caused by earthquake or subterranean fire if the **holiday home** is situated in Italy.

The first 2.5% of the total **sum insured** for **buildings** for loss or damage caused by earthquake if the **holiday home** is situated in Portugal.

We cover the following

3. Malicious acts or vandalism.

4. **Your buildings** being hit by:

- an aircraft, flying object or anything falling from them;
 - a vehicle;
 - an animal;
 - a falling aerial, satellite dish or mast and their fittings; or
 - a falling tree or branch.
-

5. Storm or flood.

6. Escape or overflow of water or oil from any fixed domestic water or heating system, piping or drains.

7. Theft or attempted theft.

8. Freezing of water in any fixed domestic water or heating system, drains or piping.

9. Fixed glass, sanitary items, pipes and cables

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

- accidental breakage of fixed glass or sanitary items which are a permanent part of **your holiday home**;
- accidental breakage of underground pipes and accidental damage to underground cables for which **you** are legally responsible leading to and from **your holiday home**.

We do not cover the following

Loss or damage caused by **you** or any person lawfully in the **holiday home**.

Loss or damage when the **holiday home** is not sufficiently furnished for living purposes.

Loss or damage arising from repair or renovation of the **buildings**.

The cost of felling, lopping, removing and disposing of a tree(s) unless that tree has caused the loss or damage to the **buildings**.

Loss or damage:

- caused by a change in the water table level;
 - to swimming pool covers, gates, hedges or fences.
-

Loss or damage to the system or piping itself.

Loss or damage when the property remains vacant for more than seven days, if the water supply is not turned off at the mains.

Loss or damage caused by **you** or any person lawfully in the **holiday home**.

We cover the following

10. Architects and surveyors fees and legal requirements

If **you** suffer any loss or damage to **your buildings** which is covered under this **buildings** section, **we** will pay for costs payable by **you** relating to one or more of the following:

- architects, surveyors and other professional fees 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.

11. Selling your holiday home

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.

12. Alternative accommodation

If **you** suffer any loss or damage to **buildings** which is covered under this policy, and **your holiday home** is not habitable (in **our** reasonable opinion) as a result of this loss or damage, **we** will pay the reasonable costs for similar temporary accommodation necessary for **you** and **your** domestic pets whilst **your holiday home** is not habitable.

13. Loss of rent

If **you** suffer any loss or damage to **buildings** which is covered under this policy and **your holiday home** is not habitable (in **our** reasonable opinion) as a result of this loss or damage, **we** will pay for rental income lost as a result.

We do not cover the following

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

Any amount over 15% of the **sum insured** for **buildings** (set out in **your** policy Schedule).

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

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

Any amount over 10% of the total **sum insured** for **buildings** in respect of each claim.

Any claim for which **you** could not provide proof.

Any claim for bookings taken after the date of loss.

Any amount over £25,000 or rent for two years, whichever is the lesser.

We cover the following

We will also pay for rental income on **your holiday home** lost as a result of:

- oil spillage on a beach;
- a murder or suicide occurring; or
- an outbreak of a disease, notifiable to the local authorities in each case happening within 1 mile of the **holiday home**.

14. Emergency travel cover

If one of the following events occurs **we** will pay towards:

- travel costs
- accommodation costs

to enable **you** to visit the **holiday home** to aid in the process of repair or renovation.

Events:

- Burst pipes or sudden leakage causing or likely to cause damage to the **holiday home**;
- Fire, lightning, explosion, earthquake, subterranean fire;
- Break-in or vandalism, compromising the security of the **holiday home**;
- Storm damage causing ingress of water or likely to cause further damage to the **holiday home**;
- Impact damage by falling tree, vehicle, plane or aerial debris.

15. Emergency entry

Loss or damage to **your holiday home** caused by forced entry due to a medical emergency involving **you**.

We do not cover the following

Costs incurred without **our** prior knowledge.

Travel or accommodation costs incurred when the loss or damage to the **buildings** and/or **contents** is less than £1,500.

Any amount for which **you** cannot provide a receipt.

Any amount over £500 for travel costs in any single **period of insurance**.

Any amount over £500 for accommodation costs in any single **period of insurance**.

Any claim for an event which is specifically excluded elsewhere in this **policy**.

We cover the following

16. Trace and access

The cost of locating the source of a leak of water from any fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors or ceilings. **We** will only pay if **you** have had **our** permission to carry out such works.

17. Garden

The cost **you** incur in making good loss or damage to the garden occurring during the **period of insurance** and directly caused by fire, lightning, explosion, earthquake, theft or attempted theft, collision or impact, or vandalism.

18. Liability as owner of the property

We will pay any amount which **you** (or if **you** die **your** legal personal representatives) legally have to pay as owner of **your holiday home** including its land.

We do not cover the following

Any amount over £2,000 in total for any one **period of insurance**.

Any amount over £1,000 for any one incident of loss or damage, or more than £150 for any one tree, shrub or plant.

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). This will include all **your** costs and expenses (but not any fines or penalties) which **we** have agreed in writing.

Your legal responsibility arising from:

- **you** or any domestic employee dying or suffering from an injury or disease;
- loss of or damage to property **you** own or are looking after;
- any profession, business or employment;
- passing on any catching disease or virus;
- any contract or agreement unless **you** would have been liable anyway if that contract or agreement did not exist;
- any deliberate act;
- owning any land or buildings other than the **holiday home**.

We cover the following

We do not cover the following

Your liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident in the country in which the **holiday home** is situated during the **period of insurance** and:

- **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
- **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

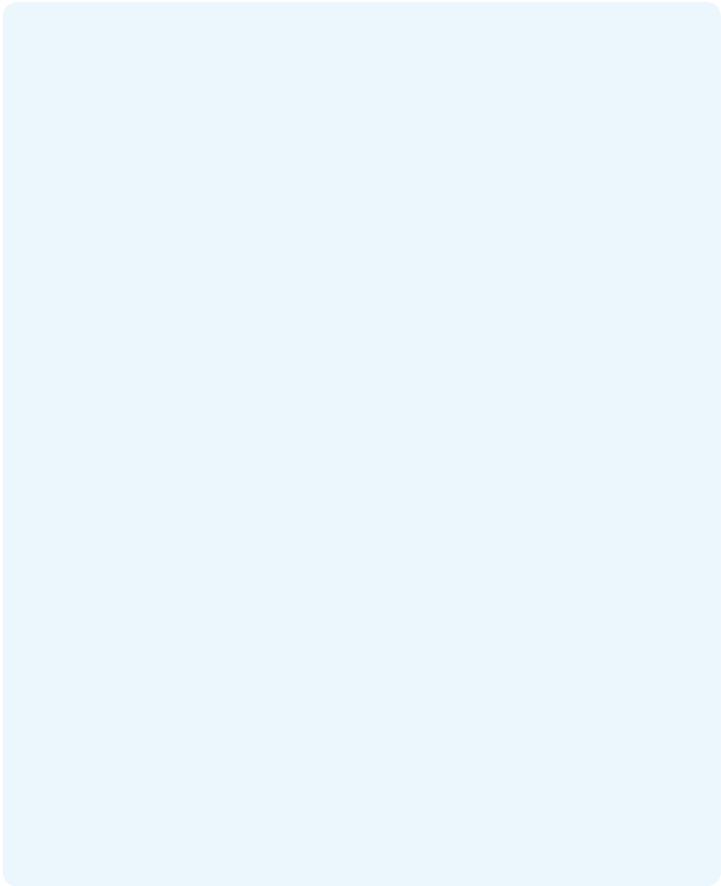
Your liability arising directly or indirectly out of:

- biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent; or
- any failure in the supply of gas, water, electricity or telephone service to the **holiday home**; and caused by or resulting from an act of **terrorism**.

Your liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.

Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third party for a fee.

We cover the following



We do not cover the following

Your liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

Amounts **you** are legally liable to pay following any judgment or award given or made in the courts of the United States or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States or Canada.

Accidental Damage to Buildings Cover

This is an optional cover, which is in addition to **your buildings** cover. **Your** Schedule shows if **you** are covered under this section of the policy. This section should be read in conjunction with **your** policy documents, the General Exclusions on page 25 and the General Conditions on page 28.

We cover the following

Accidental damage to **your buildings**, which covers for example, putting your foot through the ceiling.

We do not cover the following

Loss or damage which is specifically covered or excluded elsewhere in the **buildings** section, detailed on pages 8-14.

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**;
- 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, light, climatic or atmospheric conditions or anything which happens gradually.

Loss or damage while **your holiday home** is occupied by anyone other than **you**.

Damage to any **fixture or fitting** which 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**.

Contents Cover

Your Schedule shows if **you** are covered under this section of the policy. This section should be read in conjunction with **your** policy documents, the General Exclusions on page 25 and the General Conditions on page 28.

We cover the following

We will cover loss or damage to the **contents** in **your holiday home** caused by the events in paragraphs 1-8.

We do not cover the following

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

The cost of replacing any undamaged item or parts of items, which form part of a set, collection, suite, carpet, curtains and other matching items if the loss or damage only affects one area or part and a replacement cannot be matched. Any loss or change in value to undamaged parts or items.

Any amount greater than that shown in **your** policy Schedule for:

- **high risk items**
- any one **high risk item**
- any item specified in **your** policy Schedule.

Any property used in connection with any trade, business or occupation.

Loss of or damage to contact lenses.

Loss of or damage to motor vehicles (except wheelchairs) of any kind, caravans, trailers or waterborne craft and in all these cases any of their parts, equipment and accessories.

Loss of or damage to jewellery or watches.

We cover the following

1. Fire, lightning, explosion, earthquake, subterranean fire, smudge caused by burning oil or smoke.

2. Riot, civil commotion, labour or political disturbances and strikes.

3. Malicious acts or vandalism.

4. **Your contents** being hit by:
 - an aircraft, flying object or anything falling from them;
 - a vehicle;
 - an animal;
 - a falling aerial, satellite dish or mast and their fittings; or
 - a falling tree or branch.

5. Storm or flood.

6. Escape or overflow of water or oil from any fixed domestic water or heating system, piping or drains.

7. Theft or attempted theft.

We do not cover the following

Loss or damage caused:

- by scorching, singeing or melting unless a fire starts;
- by smoke arising from anything which happens gradually.

Loss or damage caused by earthquake or subterranean fire if the **holiday home** is situated in Italy.

The first 2.5% of the total **sum insured for contents** for loss or damage caused by earthquake if the **holiday home** is situated in Portugal.

Loss or damage caused by **you** or any person lawfully in the **holiday home**.

Loss or damage when the **holiday home** is not sufficiently furnished for living purposes.

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

Loss or damage caused by the felling, lopping or topping of trees. The cost of getting rid of a fallen tree or branch if it has not damaged **your contents**.

Loss or damage caused by a change in the water table level.

Loss or damage to the system or piping itself.

Loss or damage when the property remains vacant for more than seven days, if the water supply is not turned off at the mains.

Loss or damage caused by **you** or any person lawfully in the **holiday home**.

We cover the following

8. Freezing of water in any fixed domestic water or heating system, drains or piping.

9. Loss of metered water
We will cover accidental loss of metered water or oil for which **you** are responsible.

10. Money stolen from meters
Money stolen from locked electricity or gas meters contained inside the **building**.

11. Frozen food cover
Deterioration resulting in damage to **your** food kept in a domestic deep freeze unit in the **building** caused by breakdown or accidental damage.

12. Contents in the open
Loss or damage (insured under paragraphs 1 to 8 of **contents** cover) to **contents** in the open within the boundary of the land belonging to **your holiday home**.

We do not cover the following

Loss or damage which happens to any of the **contents** while the **holiday home** is **unoccupied**.

Any amount over £500 for each claim.

Any amount over £50 for each claim.

Damage caused by a deliberate act by **you**.

Any amount over £500 for each claim.

Deterioration to frozen food because it has been kept frozen longer than recommended by the manufacturers.

Loss or damage caused by storm or flood.

Loss or damage to **personal money**.

Any amount over £1,500 for each claim.

We cover the following

13. Loss of rent

If **you** suffer any loss or damage to **contents** which is covered under this policy and **your holiday home** is not habitable (in **our** reasonable opinion) as a result of this loss or damage, **we** will pay for rental income lost as a result.

We will also pay for rental income on **your holiday home** lost as a result of:

- oil spillage on a beach; or
- a murder or suicide occurring; or
- an outbreak of a disease notifiable to the local authorities in each case happening within 1 mile of the **holiday home**.

14. Alternative accommodation

If **you** suffer any loss or damage to **contents** which is covered under this policy, and **your holiday home** is not habitable (in **our** reasonable opinion) as a result of this loss or damage, **we** will pay the reasonable costs for similar temporary accommodation necessary for **you** and **your** domestic pets whilst **your holiday home** is not habitable.

15. Deeds and documents

The cost of replacing deeds and documents, for example a will, if they are lost or damaged by any peril listed under paragraphs 1 to 8 of **contents** cover while in **your holiday home**.

16. Replacements locks

The cost of changing the locks if **you** lose the keys to external doors, windows, safes and alarms of the **holiday home** during the **period of insurance**.
The excess does not apply to this cover.

We do not cover the following

Any claim for which **you** could not provide proof.

Any claim for bookings taken after the date of loss.

Any amount over £25,000 or rent for two years, whichever is the lesser.

Any claim if **we** have already paid for loss of rent under Buildings cover.

Any amount over 10% of the total **sum insured** for **contents** in respect of each claim.

Any claim if **we** have already paid for alternative accommodation under Buildings cover.

The most **we** will pay for any one event is £500.

Loss or damage to **personal money**.

Any amount over £750 in total for any one **period of insurance**.

We cover the following

17. Sport

We will pay for:

- i. loss of or damage to sporting trophies in **your** care or custody,
- ii. the cost of hiring replacement equipment if **your** sporting equipment is damaged, stolen, or temporarily lost for more than eight hours while **you** are on a trip overseas,
- iii. the pro-rata reimbursement of **your** sports club subscription or **your** prepaid fees for any sporting activity if **you** suffer an accident during **your** stay at the **holiday home** which prevents **you** from practising **your** sport at the club or carrying out the sporting activity during all or part of **your** stay,
- iv. the customary bar expenses **you** incur as a result of a golfing hole-in-one by **you** during any club competition or registered event.

18. Fatal injury

If **you** suffer a physical injury as a result of fire or violence by burglars in **your** home during the **period of insurance** and **you** die from the injury within 12 months, the insurer will pay a benefit of £15,000 for each adult who dies (or £5,000 for anyone under the age of 16). For the purpose of this extension, the definition of '**you**' does not include domestic staff who live in the home.

19. Liability as occupier of the property

We will pay all amounts which **you** (or if **you** die **your** legal personal representatives) legally have to pay:

- as occupier of **your holiday home** including its land; or
- as a private individual

as damages arising if:

- there is accidental damage to property which does not belong to **you** and is not in **your** care and control or that of **your** domestic helpers, or
- there is accidental death or bodily injury of a person (not including **you** but including someone who works for **you** solely as a domestic

We do not cover the following

Any amount over £500 in total per year of insurance.

Any amount 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). This will include all **your** costs and expenses (but not any fines or penalties) which **we** have agreed in writing.

Your legal responsibility arising from:

- **you** or any domestic employee dying or suffering from an injury or disease;
- loss of or damage to property **you** own or are looking after;
- any profession, business or employment;
- passing on any transmittable disease or virus;

We cover the following

- helper, whether **you** pay them or not); or
- if the person is **your** domestic helper, the incident resulting in the claim happens whilst they are working as a domestic helper for **you** at the **holiday home**.
- in Italy only
there is accidental death or bodily injury of a person (not including **you** but including someone who works for **you**, whether **you** pay them or not).

20. Liability as a tenant

We will pay an amount which **you** (or if **you** die **your** legal personal representatives) legally have to pay because **you** are a tenant of the **buildings**, if there is damage to the **buildings** caused by one of the perils described in paragraphs 1 to 8 in the **buildings** section.

We do not cover the following

- any contract or agreement unless **you** would have been liable anyway if that contract or agreement did not exist;
- any deliberate act;
- owning any land or buildings;
- owning, possessing or using animals other than horses or domestic pets;
- hunting or racing of any kind except on foot;
- owning or caring for dangerous dogs as shown in the Dangerous Dogs Act 1991 and any amending laws; or
- owning, possessing or using any of the following:
 - mechanically or electrically-propelled vehicles (other than domestic garden equipment, vehicles for the disabled not required to be registered for road use, golf trolleys or pedal cycles);
 - caravans;
 - aircraft (other than pedestrian-controlled models and toys);
 - watercraft (other than windsurfers and pedestrian controlled models or toys);
 - firearms (other than sporting guns being used for sporting purposes).

Any amount over 15% of the **sum insured** shown for **contents** on **your** policy Schedule.

Loss or damage if the **contents** are not insured under this policy.

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

Any amount over £2,000 for each claim **you** make. This will include all **your** costs and expenses (but not any fines or penalties) which **we** have agreed in writing.

Claims which are excluded by perils 1 to 8 in the **buildings** section.

We cover the following

21. Additional Cover – Spain only

We will pay all amounts for which **you** (or **your** estate) legally have to pay as damages arising solely from the ownership or occupation of the **holiday home** in respect of:

- **your** legal liability to the public as per Section 1902 and subsequents of the Civil Code and Section 19 and subsequents of the Criminal Code which are lawfully demanded of **you** for loss or damage caused to third parties but limited to events occurring within the **holiday home** or its boundaries and happening during the **period of insurance**.

This section covers **your** legal defence when legal actions are brought against **you** for loss or damage insured under this section even if those actions lack any merit or are unjustified. **We** will administer **your** legal defence and **we** will designate lawyers and solicitors.

You agree to provide all information, co-operation or assistance required by **us** granting the necessary powers of attorney.

With **your** prior agreement in criminal cases **we** can assume **your** defence.

If **you** are found guilty **we** will decide if appeal before the relevant higher court is appropriate or not. However, even if **we** deem the appeal inappropriate **we** can proceed to a higher court by preclusive reasons and will give notice of this decision immediately to **you**.

You will be free to continue with the appeal at **your** own expense and **we** will repay to **you** all expenses incurred should the appeal be successful.

If any conflict of interest should arise between **us** in the event of a legal proceeding arising from **our** having to uphold interest contrary to those defending **you** **we** will duly inform **you** of this and will without prejudice fulfil the obligations necessary in the defence.

We do not cover the following

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). This will include all **your** costs and expenses (but not any fines or penalties) which we have agreed in writing.

Your legal responsibility arising from:

- **you** or any domestic employee dying or suffering from an injury or disease;
- loss of or damage to property **you** own or are looking after;
- any profession, business or employment;
- passing on any transmittable disease or virus;
- any contract or agreement unless **you** would have been liable anyway if that contract or agreement did not exist;
- any deliberate act;
- owning any land or buildings other than the **holiday home**;
- owning, possessing or using animals other than horses or domestic pets;
- hunting or racing of any kind except on foot;
- owning or caring for dangerous dogs as shown in the Dangerous Dogs Act 1991 and any amending laws; or
- owning, possessing or using any of the following:
 - mechanically or electrically-propelled vehicles (other than domestic garden equipment, vehicles for the disabled not required to be registered for road use, golf trolleys or pedal cycles);
 - caravans;
 - aircraft (other than pedestrian-controlled models and toys);
 - watercraft (other than windsurfers and pedestrian controlled models or toys);
 - firearms (other than sporting guns being used for sporting purposes).

We cover the following

However **you** can choose between keeping **us** responsible for the legal handling of the defence or appointing another defence counsellor.

In the latter case **we** are obliged to pay the fees incurred by counsel.

In the event that the claim exceeds the cover limit **we** will pay the legal expenses in the same proportion existing between the cover limit to be satisfied and the total amount of **your** liability in the claim.

Bail

We will pay the total amount for any bail requested of **you** arising from any loss or damage covered by this section.

22. Additional Cover – Fixtures and fittings

This is an optional cover and **your** Schedule will show if **you** have selected it.

We will pay up to the amount shown on **your** policy Schedule caused by the events in paragraphs 1 to 8.

We do not cover the following

The most **we** will pay for a Spanish Bail Bond is £2,000.

Loss or damage which is excluded under events 1 to 8 in the contents section.

Accidental Damage to Contents Cover

This is an optional cover, which is in addition to **your contents** cover. **Your** Schedule shows if **you** are covered under this section of the policy. This section should be read in conjunction with **your** policy documents, the General Exclusions on page 25 and the General Conditions on page 28.

We cover the following

Accidental damage to **your contents** in the boundaries of **your buildings** which covers, for example, spilling paint on the carpet.

We do not cover the following

Loss or damage which is specifically covered or excluded in the **contents** section.

Damage to the **contents** caused by:

- any living creature owned by **you**;
- the demolition, structural renovation or repair 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** family;
- wear and tear, lack of maintenance, rot, woodworm, wild animals, insects, fungi, corrosion, frost, light, climatic or atmospheric conditions or anything which happens gradually; or
- any process of cleaning, dyeing, repairing, restoring or renovating.

Loss or damage while **your holiday home** is occupied by anyone other than **you**.

Any amount over £250 for loss or damage to items made of china, glass or other similar breakables for each claim.

Damage to an item as a result of an electrical or mechanical fault, breakdown or failure of that item.

General Exclusions

We will not pay for the following:

1. Radioactive contamination

Any loss, damage or legal liability directly or indirectly caused by:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

2. War

Any loss, damage, legal liability or indirect losses 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
- any action taken in controlling, preventing, suppressing or in any way relating to the above.

3. Sonic bangs

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

4. Confiscation

Loss or damage caused by officials or authorities legally confiscating or holding **your** goods.

5. Damage that already exists and deliberate damage

- Any loss or deliberate damage which happened before the first **period of insurance**;
- Loss or damage **you** deliberately cause.

6. Loss of value and indirect loss

- Reduction in value resulting from the lost or damaged property being repaired or replaced; and
- Any loss or damage which results indirectly from anything insured by this policy.

7. Pollution

Any loss, damage or legal liability directly or indirectly caused by pollution or contamination of buildings, structures, water, land or the atmosphere.

8. Date recognition

Any loss or damage to any property, appliance or appliance forming part of the **buildings** caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to **you** or not) correctly to recognise or respond to any date.

9. Land movement

Any loss or damage caused by subsidence, ground heave, settlement or shrinkage of the site on which **your buildings** stand or landslip.

10. The excess shown in **your** Schedule.

11. Terrorism

- Any loss, damage, legal liability or indirect losses caused by, or by the threat of, nuclear, chemical, biological or radiological means resulting directly or indirectly from or in connection with **terrorism**, regardless of any other contributing cause or event;
- Any loss, damage, legal liability or indirect losses which are the direct or indirect result of any action taken in controlling, preventing, suppressing or in any way relating to the above.

12. Wear and tear

Loss or damage caused by wear and tear, loss of value or anything which happens gradually, including smoke or rising damp.

13. Any loss or damage caused by coastal or river erosion.

14. Unoccupancy

Any loss when the property remains vacant for more than seven days, unless all gas, oil and water supplies are turned off at the mains.

15. Letting **your** property

Any loss or damage if **you** let **your** property for more than six months.

How to make a claim

If **you** need to make a claim, the following procedure should help guide **you** through the process.

1. If an event happens for which **you** want to make a claim, first check **your** Schedule and policy to make sure that **you** are covered for this type of claim. If **you** are in any doubt, please call **us** on 0800 015 0751 (from the UK) or +44 208 282 0330 (from abroad).
2. If the event is covered, please call **us** on 0845 300 7990 (from the UK) or +44 1206 773 776 (from abroad). **We** will ask for **your** name, address and policy number.
3. **We** ask that **you** tell **us** of any claim as soon as is reasonably possible and supply any supporting documentation that is requested.
4. When **you** call **we** will take some relevant details and wherever possible try to accept the claim without the need for completion of a claim form. If **we** do need a claim form, **we** will send it to **you** within two working days. **We** will respond to **you** within five working days from either receiving **your** call or from receiving **your** completed claim form.
5. If **you** receive any writ or summons in connection with **buildings** section 18 (page 12), **contents** section paragraphs 19-21 (pages 20-23) and **you** want to make a claim under one of these paragraphs, please send it to **us** recorded delivery immediately, unanswered.
6. At **our** option, **we** will either:
 - pay **you** the amount of **your** claim (less any excess and up to any limits which may apply), or
 - repair, replace or reinstate the **buildings** or **contents** as new.
7. **We** will only choose to repair, replace or reinstate the **buildings** or **contents** if:
 - the work can be carried out in full within a reasonable timescale, and
 - the **sum insured** for **your buildings** or **contents** will cover the full cost of the necessary work.
8. If **we** make a cash payment, this will be for the reasonable cost of repair, replacement or reinstatement at the time of the loss or damage taking into account any discounts **we** would have had if **we** had repaired, replaced or reinstated the **buildings** or **contents**.
9. **We** will not pay more than the **sum insured** for **buildings** or **contents** or emergency travel for each complete **buildings, contents** or emergency travel claim **you** make.
10. If **you** make a claim under the emergency travel section, **we** will, at **our** option, either make a cash payment for the appropriate cost of travel and accommodation or provide **you** with tickets/reservations for such. If **you** make a claim under the loss of rent section **we** will make a cash payment to **you**.
11. All payments will be made in Sterling, if an invoice is in another currency **we** will convert it using the exchange rate applicable on the date of invoice.

General Conditions

1. Precautions

You must take all reasonable care and action to prevent accidents, loss, damage or any other liability happening under this policy. If **we** believe **you** have not taken reasonable care of **your** property, **we** may not pay **your** claim. **You** must maintain the property which **you** insure under this policy in a good condition and state of repair.

2. Other insurance

If **you** have any other insurance covering anything insured by this policy, **we** will pay only **our** share of any claim.

3. Cancellation

Cancellation within the first 14 days

If **you** cancel **your** policy within 14 days of receiving it **we** will refund **your** full premium within 30 days, unless **you** have made a claim. If **you** have made a claim in the first 14 days, **we** will give **you** a pro-rata refund on **your** premium based on the cover **you** have had.

If **you** do wish to cancel **your** policy and the insurance cover has not yet commenced **you** will be entitled to a full refund of the premium.

If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling off period, please refer to the following paragraph.

Cancelling **your** policy

If this policy no longer meets **your** needs **you** have the right to cancel it at any point during its duration. **You** can telephone **us** on 0800 015 0751 (from the UK) or +44 208 282 0330 (from abroad) or write to **us** at Saga Services Limited, The Saga Building, Middelburg Square, Folkestone, Kent CT20 1AZ to cancel **your** policy. Cancellation is effective from the date **your** letter is dispatched.

We will refund any premium owing to **you** on a pro-rata basis, if **you** have not made a claim.

Saga Services Limited may cancel this policy by giving **you** seven days' notice by recorded delivery letter. **We** will send this notice to **your** last known address.

Please note that, if **you** amend or cancel **your** policy mid term and have paid by credit card or cheque, **we** will be unable to refund any amounts of £5 or less. Similarly, if **you** make any changes to **your** policy or cancel it mid term, **we** will only request any payment from **you** if the amount is over £5.

4. Law applying to this contract

This contract will be governed by English Law. All information and terms regarding this contract are provided in the English language only.

5. Sums insured after a claim

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

6. Fraud

If **you** are (or a person acting on **your** behalf is) fraudulent in any way in the information **you** give us when **you** take out this insurance, **we** will cancel **your** cover under this policy from the start of **your** initial **period of insurance**. **We** will give **you** a full refund of any premium **you** have paid

(less any expenses or costs **we** reasonably have incurred) provided **we** have not paid **you** for any claims.

If a fraudulent claim is made under this insurance, **we** will cancel **your** cover from the date of the fraudulent claim. **We** may not make a refund of premium in these circumstances.

7. 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.

8. Our rights

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

- 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 reasonable 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 in a reasonable manner. 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 compensation from any third party;
- ask **you** for all reasonable 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.

9. A change in circumstances

You must tell **us** in writing as soon as **your** circumstances change. This is because a change in circumstances may affect the cover **you** have. Please tell **us** even if **you** feel **your** change in circumstances is not relevant.

10. Unoccupancy

We recommend that **you** arrange for the **holiday home** to be inspected on a regular basis when it is unoccupied.

11. Payment

We will provide Saga Holiday Home Insurance to **you**, provided **you** pay the agreed premium to **us**.

12. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of **your** claim.

Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk.

General Conditions continued

European legislation

(1) France

If the **holiday home** is situated in France:

This policy complies with the provisions of French Law relating to Natural Catastrophes. In the event that a catastrophe is declared by the relevant government body and **your holiday home** has suffered damage **you** should **immediately** notify **us**. The premium **you** pay **us** includes that amount required to be collected by **us** by the French authorities to cover this eventuality.

(2) Spain

Clauses 1 to 2 below apply automatically if the **holiday home** is situated in Spain.

1. Pre-contractual disclosure

In accordance with sections 81, 53, 60 and concordant sections of the Act 30/1995, of 8 November on Ordination and Supervision of Private Insurance, the insurer from whom cover has been requested, states:

1. That the insurance contract will be transacted on a freedom of services basis with Hiscox Underwriting Ltd, 1 Great St Helen's, London EC3A 6HX, England.

2. That the Member State in charge of controlling the insurer's activities is the United Kingdom and the authority in charge of controlling the insurer's activities is the Financial Services Authority, registered at 25 The North Colonnade, Canary Wharf, London E14 5HS, England.

3. That the applicable laws will be the Act 50/1980 of 8 October on Insurance Contracts and the Act 30/1995 of 8 November on Ordination and Supervision of Private Insurance and related subordinate legislation.

4. That the arrangements for disputes and complaints will be the following:

a) Internal arrangements

Any enquiry or complaint should be addressed in the first instance to **us**. If **you** are not satisfied with the way a complaint has been dealt with, **you** may ask the Insurance Ombudsman to review **your** case without affecting **your** legal rights, The address is:

The Insurance Ombudsman Bureau
South Quay Plaza,
183 Marsh Wall
London E14 9SR
Telephone: 0845 600 6666

If **you** contact them or **us**, please quote the policy number shown in the Schedule.

b) External arrangements

In the event of a dispute, **you** may bring a claim before the Court of first instance corresponding to **your** domicile under section 24 of the Insurance Contracts Act. Similarly, **you** may voluntarily submit a dispute to arbitration in accordance with the terms of section 31 of the Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the arbitration law in the event that the parties submit any dispute to the decision of one or more arbitrators. In addition, and without prejudice to any action

brought before a Court of Law, a policyholder, insured or beneficiary may bring a claim by virtue of section 62 of the Act on Ordination and Supervision of Private Insurance before the Directorate General of Insurance if it is considered that the insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract.

2. Exclusion of losses arising from extraordinary events

We do not cover loss or damage caused by extraordinary flood, tsunami, unusual cyclonic storms; falling astral bodies or meteorites; an act of **terrorism**, riot or civil commotion; acts of the armed forces or state security services in peace time.

You are insured against loss or damage caused by these events by the “Consortio de Compensación de Seguros” in accordance with the terms of the Spanish Law dated 16 December 1954 and subsequent adjustments by Royal Decree.

Summary of the “Consortio de Compensación de Seguros” compensation clause: (The full terms of the cover are available from **us** on request)

Extent of the Cover

The cost of direct material damage suffered to the property insured by the policy by any of the above events, not exceeding the **sums insured** and subject to the limits and conditions provided for by the policy at the time of any loss.

Exclusions

There are certain excluded risks, several of which are already shown under General Exclusions to the policy. Other exceptions include:

- a) inherent flaw or defect in the insured item
- b) bad faith on the part of the policyholder
- c) indirect damage or loss of any kind
- d) losses occurring
 - i) within 30 days of inception of cover
 - ii) before payment of the first premium.

Compulsory excess

You will be liable for a part of the amount of a claim. It is forbidden to insure this compulsory excess. The amount is usually 10% of the amount of the loss.

Responsibility of the policyholder

You must declare all potential claims to **us** or to the offices of the Consortium within a maximum of seven days of learning of it. **You** should use the appropriate claim form (which will be supplied on request) and submit this together with a copy of **your** current policy and evidence that the premium has been paid.

Customer Service

Our customer service commitment to you

Saga aims to provide you with high levels of service at all times. However, there may be times when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

Whether you are phoning or writing, please remember to quote your name, address and policy number as it will help us deal with your enquiry or complaint quickly.

If you have a query or complaint about your Saga Holiday Home Insurance policy, please contact Customer Services on **0800 015 0751**. If you have a complaint about a claim, please call Saga Holiday Home Claims on **0845 300 7990**. If this does not resolve your complaint, please follow the procedure listed below.

If your enquiry or complaint is about a claim:

Step 1 – Please contact:

The Saga Claims Manager
Overseas Holiday Homes
Hiscox Insurance Company Limited
Hiscox House
Sheepen Place
Middleborough
Colchester
Essex
CO3 3XL
Telephone: 0845 300 7990

Step 2 – If this does not resolve your problem, you may write to:

Group Chief Executive
Overseas Holiday Homes
Hiscox Insurance Company Limited
Hiscox House
Sheepen Place
Middleborough
Colchester
Essex
CO3 3XL

**Step 3 – If you are not satisfied
with the underwriter's final
response, you can ask the
Financial Ombudsman Service
to review your case. Please see
page 33 for further details.**

If your complaint is about any other matter (please note we cannot deal with claim related complaints):

Step 1 – Please contact:

The Customer Relations Department
Saga Services Limited
Middelburg Square
Folkestone
Kent CT20 1AZ
Telephone: 01303 771160
Fax: 01303 771347
e-mail: services.customer-relations@saga.co.uk

Step 2 – If this does not resolve your problem, you may write to:

Chief Executive
Saga Services Limited
Middelburg Square
Folkestone
Kent CT20 1AZ

Step 3 – If you are not satisfied with our final response, you can ask the Financial Ombudsman Service to review your case. Please see adjacent panel for further details.

Financial Ombudsman Service

The Financial Ombudsman Service resolves disputes in an independent and fair way. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0300 123 9123

Important note

The Financial Ombudsman Service will only consider your complaint if you have already given us the opportunity to resolve your problem. However, if we have not provided a final response within eight weeks you can refer your complaint straight to the Financial Ombudsman Service.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Helplines

(Please have your policy number to hand when calling)

Customer Service
For questions about your
holiday home insurance policy

from the UK from abroad
0800 015 0751 +44 208 282 0330
Monday to Friday 9am to 5.30pm, Saturday 9am to 1pm.

Claims
For new claims or help with your existing claim

from the UK from abroad
0845 300 7990 +44 1206 773 776
Monday to Friday 9am to 5.30pm.

For your protection and for training purposes, telephone calls may be monitored and recorded.

This Policy Booklet is also available in large print, audio and Braille.
If you require any of these formats please contact us on **0800 015 0751**.
If you have a hearing or speech impairment, you can also contact us by emailing **dda@saga.co.uk**

Saga Services Limited has arranged for its holiday home insurance to be underwritten by Hiscox Insurance Company Limited. Registered No. 70234.
Registered Office: 1 Great St Helen's, London EC3A 6HX. Authorised and regulated by the Financial Services Authority.

Saga Services Limited is a wholly owned subsidiary of Acromas Holdings Limited and is registered in England and Wales (Company No. 732602).
Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Saga Services Limited is authorised and regulated by the Financial Services Authority.