



Saga Home Insurance

Your Policy Booklet



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Certain words have specific meanings in relation to **your** policy. To help **you** identify these we've printed them in **bold** throughout **your** policy details.

Saga Services Limited has arranged for Saga Home Insurance to be underwritten by the **insurer** named on **your Schedule**, with the exception of Home Legal Expenses Cover, which is underwritten by Acromas Insurance Company Limited. Registered address: 57-63 Line Wall Road, Gibraltar. Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar.

These details can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register/home.do or by calling 0845 606 1234.

Welcome to Saga 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, together with your policy Schedule and any endorsements, to make sure that the cover you have chosen is the most appropriate for you. Please note that some cover detailed in this booklet is optional and may not be automatically included in your chosen buildings or contents policy. If you are interested in any extra cover, we will be happy to give you a quote.

I trust that you will find this policy, together with the special Saga helpline services explained on page 50 of this booklet, gives you the level of protection you want for your home.

If you need to make a claim on the policy, you can find details of how to do so in the Information for customers section in your Schedule.

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**.

We have prepared this policy based on the information that **you** have given **us** about yourself, **your** household and **your property**. Please let **us** know as soon as reasonably possible about any changes that affect what **you** have told **us**. If **you** do not tell **us**, **your** right to claim may be affected.

You should read this Policy Booklet together with **your Schedule**. Please check them carefully to make sure that they give **you** the cover **you** want. If **you** are unable to comply with any of the policy terms including the **endorsements** shown on **your Schedule** and the General Conditions please contact **Saga** as any failure may result in a claim being rejected or the policy becoming invalid.

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.

Customer service

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 to resolve the situation. If **you** have a query or a complaint please refer to **your Schedule** which shows both contact telephone numbers and our address details if **you** prefer to write to **us**.

If you need to claim

Check **your** Policy Booklet and **your Schedule** carefully to make sure that the loss or damage is covered under this insurance.

Phone the number shown in the Information for customers section of **your Schedule** as soon as possible to report the loss or damage. **We** will tell **you** how to proceed with **your** claim. **You** must give the policy number shown on **your Schedule** each time **you** write to or phone **us**.

If **you** are asked to complete a claim form, please fill it in and return it as soon as possible to the address shown on the claim form. **You** should also enclose any other information **you** have been asked to provide. (**We** will not pay for this information unless agreed by **us** in writing.)

Please also read How to make a claim – General Conditions on page 45.

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** pay by Direct Debit, continuous authority credit card or continuous authority debit card **Saga** will renew **your** policy each year using the payment details **you** have given **us** unless **you** notify **us** that **you** do not want to renew or that **you** want to renew using a different payment method, in which case if **you** pay by Direct Debit **you** will need to cancel **your** Direct Debit mandate with the bank.

Future changes of insurer(s)

Your Saga Home Insurance policy is currently provided and underwritten by the insurer(s) noted on **your Schedule** as part of an agreement between **Saga** Services Limited and the **insurer(s)**. 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 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

If **you** have specified **your buildings sum insured** **we** will index-link the **sum insured** shown on **your Schedule**. **We** use the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index. **We** do not apply index-linking to **our** standard limit.

Contents

If **you** have specified **your contents sum insured** **we** will index-link the **sum insured** shown on **your Schedule**. **We** use the Retail Price Index or another appropriate index. **We** do not apply index-linking to **our** standard limits.

For **your** specified items included in the optional Personal Belongings In and Away From Home Cover, **we** will index-link the **sum insured** shown on **your Schedule**, using the Retail Price Index or another appropriate index.

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** must 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 a fire, water damage 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.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and financial crime. Further details explaining how the information held by the fraud prevention agencies may be used can be obtained under the fair processing notices provided in the combating fraud section of this Policy Booklet.

We will 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. **We** may check information provided or received and **we** may also undertake additional fraud searches.

To assess **your** insurance application and the terms on which cover may be offered, **we** may obtain information about **you** from credit reference agencies to check **your** credit status and identity. **We** may use this information to assess which payment options **we** can offer **you**. The agency will record **our** enquiry but this will not affect **your** credit rating.

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 Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

Glossary of terms

Certain words have the following specific meanings wherever they appear in this policy (except the Home Legal Expenses Cover section) or **your Schedule**. To help **you** identify these **we** have printed them in **bold** throughout the policy.

Accidental damage	Unexpected and unintended damage caused by sudden and external means.
Administration fee	The amount shown in your documents as an administration fee, relating to the amount Saga may charge from time to time for administering your insurance policy.
Associated costs	The cost of clearing a site, demolition, shoring up or propping up the buildings to carry out repairs.
Bedroom	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
Buildings	Your home and its permanent fixtures and fittings , boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools and their covers, tennis courts, cables, underground pipes and inspection covers, 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 your Schedule .
Business equipment	Office equipment, furniture and stock (not held for sale).
Contents	<ol style="list-style-type: none">1. Household goods, including tenant's interior decorations, valuables, personal belongings.2. Fixtures and fittings which belong to you as tenant of your home.3. Satellite dishes, radio and television aerials, fittings and masts fixed to your home.

4. **Personal money**.

5. **Credit cards**.

Contents are only covered if:

- a) they belong to **you**;
- b) **you** are responsible for them under a hiring or legal agreement; or
- c) **you** are legally liable for them.

The following are not included as **contents**:

- a) **Motorised vehicles** and their trailers, trailer tents, or their accessories and parts.
- b) Caravans, horse boxes, or their accessories and parts.
- c) Aircraft and hovercraft, or their accessories and parts.
- d) Boats (unless models or hand propelled), boards and any other watercraft designed to be used in or on water, or their accessories and parts.
- e) Any living creature.

Credit cards

Bank, charge, cheque guarantee, credit, debit and cash dispenser cards **you** hold for personal purposes.

Endorsements

An extension or restriction to **your** policy. (**Endorsements** only apply if they appear in **your Schedule**.)

Excess

The first amount that **you** must pay towards any claim.

Fixtures and fittings

Built-in furniture, built-in **kitchen appliances**, fixed glass and sanitary ware, pipes, ducts, wires, cables, switches, fires, boilers, radiators, storage heaters, fixed wall, floor and ceiling coverings other than carpets.

Home

The house, bungalow, flat or maisonette shown in **your Schedule**. Domestic garages belonging to the **property**. Outbuildings if they form part of the **property**.

Insurer

The insurer shown in **your Schedule**.

Kitchen appliances	Dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which you own.	Policyholder	The person(s) named in your Schedule .
Motorised vehicles	Any electrically or mechanically powered vehicles other than: <ul style="list-style-type: none"> ■ vehicles used as domestic gardening equipment within the boundaries of the land belonging to your home; ■ vehicles designed to help infirm or disabled people (as long as the vehicles are not registered for road use); ■ golf carts and trolleys; and ■ pedestrian-controlled toys and models. 	Property	The buildings and the land within its boundary.
Personal belongings	Clothing (including items of leather and sheepskin) and personal items including sports equipment (other than those excluded under contents) designed to be worn or carried. This does not include: <ul style="list-style-type: none"> ■ valuables or personal money; ■ pedal cycles; and ■ camping equipment (excluding trailer tents). 	Saga	Saga Services Limited.
Personal money	Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps and 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: <ul style="list-style-type: none"> ■ lottery and raffle tickets; ■ air miles vouchers and cards; or ■ promotional vouchers and cards. 	Schedule	The document showing details of the policyholder and the insurance protection provided. Your Schedule is part of this policy and must be read in conjunction with the policy.
		Sum insured	The amount shown in your Schedule as the most we will pay for any number of claims from the same event.
		Unfurnished	When your home is not sufficiently furnished for normal living purposes for more than 60 days in a row.
		Unoccupied	When your home has not been lived in by you , or a person authorised by you , for more than 60 days in a row.
		Valuables	Jewellery, watches, clocks, furs, articles made of gold, silver and other precious metals, precious stones, pictures, works of art and collections of stamps, coins and medals which you own or are in your possession.
		We, our, us	The insurer(s) shown in your Schedule .
		You, your	The person or people shown in the Schedule as the policyholder and your husband, wife or partner, children (including children of your husband, wife or partner and adopted and foster children) and any other person, who permanently live with you in your home . This does not include lodgers and other guests.

Buildings Standard Accidental Damage cover

Your **Schedule** shows if **you** are covered under this section of the policy and the **sum insured**.

We cover the following

Your buildings

You are insured against loss or damage to **your buildings** by the following causes:

1. Fire, smoke, lightning, explosion, earthquake, storm, flood, and smudging as a result of fixed oil-fired central heating.

2. Theft or attempted theft.

3. Water or oil as a result of a burst, leaking or overflowing fixed domestic drain, water or heating installation, **kitchen appliance** or piping. This includes damage to any water installation caused by freezing or bursting.

We will also pay up to £5,000 in total for the reasonable cost of locating the source of the damage including the reinstatement of any wall, flooring or ceiling removed or damaged during the search.

4. Collision or impact involving:

- a vehicle, aircraft or other aerial device (or anything falling from them), or animal; and
- breakage or collapse of a television or radio aerial, a satellite dish, or their fittings and masts.

We do not cover the following

The General Exceptions shown on page 48.

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

Fees which **you** incur:

- for preparing **your** claim; or
- without **our** permission.

You are not insured against loss or damage in the following circumstances:

Caused by storm or flood to gates, hedges or fences.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

Caused by subsidence, ground heave or landslip.

Caused by **your** pets.

You are insured against loss or damage to **your buildings** by the following causes:

5. Falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the object which has caused the loss or damage.

6. Subsidence or ground heave of the site on which the **buildings** stands, or landslip.

7. Malicious acts or vandalism.

8. Riot, civil commotion, strikes, labour or political disturbances.

9. **Accidental damage** for which **you** are legally responsible to cables, underground pipes or underground tanks servicing the **property**.

You are not insured against loss or damage in the following circumstances:

Caused by lopping, topping or felling of trees on **your property**.

Boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools and their covers and tennis courts unless **your home** is damaged by the same cause at the same time.

Caused by:

- coastal or riverbank erosion;
 - demolition, structural alterations or structural repairs;
 - faulty design;
 - foundations which did not meet buildings regulations at the time of construction;
 - any loss or damage where compensation is provided by contract or legislation;
 - damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **your home** are damaged at the same time by the same cause; or
 - damage to the **buildings** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **buildings**.
-

If **your home** was left **unfurnished** or **unoccupied** at the time of the loss or damage.

Caused by **you**, or any persons lawfully in **your home**.

You are insured against loss or damage to **your buildings** by the following causes:

10. Accidental breakage of:
- fixed glass in windows, doors, fanlights and skylights in **your buildings**;
 - mirrors in permanent **fixtures and fittings**;
 - sanitary fixtures in **your home**; or
 - ceramic hobs in fixed appliances.

-
11. Emergency Entry
Loss or damage to **your home** caused by forced entry due to a medical emergency involving **you**.

We also provide the following additional benefits:

12. After loss or damage insured by this section:
- reasonable **associated costs** that **we** agree to in advance;
 - architect's, surveyor's, consulting engineer's, legal and other fees **you** have to pay to reinstate the **buildings**; and
 - any extra costs **you** have to pay when reinstating or repairing the **buildings** to comply with Statutory Building Regulations or Municipal or Local Authority Bye-Laws or EC legislation unless **you** were given notice of the requirement before the loss or damage took place.

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13. If **your home** cannot be lived in because of causes 1 to 10 (see pages 8 to 10) **we** will pay:
- the reasonable cost of **your** alternative accommodation and that of **your** domestic pets;
 - any rent that **you** would have received;
 - rent **you** still have to pay including up to two years' ground rent.

The most **we** will pay for any one claim is 20% of the **sum insured** shown in **your Schedule**.

You are not insured against loss or damage in the following circumstances:

- Caused:
- by scratching
 - if **your home** was left **unfurnished** or **unoccupied** at the time of the loss or damage.

Fees that **you** incur and **we** have not agreed to in advance.

You are insured against loss or damage to **your buildings** by the following causes:

14. Compulsory Evacuation – rent and other accommodation:

We will pay this when **your home** cannot be lived in because **you** are prevented from doing so by a responsible authority:

- following damage to a neighbouring property; or
- because of a risk to **your** health and safety from something external to **your home**.

We will pay the reasonable additional costs incurred for a maximum period of 30 days for:

- rent **you** are responsible for paying; and
- other accommodation for **you** and **your** domestic pets.

15. If **you** sell the **buildings** insured by this policy **we** will continue to provide cover until the completion of the contract of sale, as long as:

- this period is not more than 90 days from the date of exchanging contracts or, in Scotland, the date of 'conclusion of missives'; and
- **you** have already taken out insurance on **your** new **buildings**.

16. If **you** sell the **buildings** insured by this policy it will be covered for the benefit of the person who buys it until the completion of the contract of sale or 'conclusion of missives'. This does not apply if the buyer has taken out other insurance.

17. **Your** legal liability as owner of the **buildings**:

We will insure **you** for all amounts which **you** have legal liability to pay as owner but not occupier for accidents which happen in or around the **property** which result in:

- physical injury to or illness of any person; or
- loss of or damage to property.

There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

You are not insured against loss or damage in the following circumstances:

Liability for:

- loss of or damage to **property** which belongs to or is in the care of **you** or anyone **you** employ; or
- physical injury to or illness suffered by **you** or **your** employees.

Liability caused by occupation of any land, **buildings** or the **buildings**.

Liability as a result of:

- **your** trade, profession or employment other than as owner of the **buildings**;
or

You are insured against loss or damage to **your buildings** by the following causes:

Your legal liability for **buildings you** have owned in the past:

We will insure **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as the past owner of any **buildings** which **you** lived in at the time of sale or disposal for incidents which happened in or around that **buildings** and which resulted in:

- physical injury to or illness of any person other than **your** employees; or
- loss of or damage to property.

This insurance will continue for seven years from the date this policy ends. But it will not apply if **your** liability is covered under more recently effected or current insurance.

There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

You are not insured against loss or damage in the following circumstances:

- any agreement or contract, unless **you** would have been liable anyway.

Important - liability information

Please note that this **buildings** cover will not cover **your** legal liability as the occupier of the **home** or its land. To protect yourself, **you** will need **contents** cover that provides occupier's liability.

Optional extra covers to your buildings insurance

Your Schedule will show whether the following optional extra covers have been added to **your** policy. This cover is in addition to that outlined on pages 8 to 11.

Buildings Extended Accidental Damage option

Your Schedule will show **your** cover option as Extended Accidental Damage if **you** are covered under this section of the policy.

We cover the following

Your buildings

You are insured against loss or damage to **your buildings** by the following causes:

1. Any other accidental loss or **accidental damage**.

We do not cover the following

The General Exceptions shown on page 48.

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

You are not insured against loss or damage in the following circumstances:

Fees which **you** incur:

- for preparing **your** claim; or
- without **our** permission.

Loss or damage caused by:

- wear and tear;
- insects, parasites or vermin (other than squirrels);
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- mechanical or electrical breakdowns or failure;
- demolition, structural alterations or structural repairs; or
- the **buildings** moving, settling or shrinking.

Loss or damage while any part of **your home** is lent, let, sublet or shared.

Loss or damage shown as not insured under paragraphs 1 to 10 (see pages 8 to 10).

Contents Standard Accidental Damage cover

Your Schedule shows if **you** are covered under this section of the policy and the **sum insured**. The value of any **personal belongings** and **valuables** listed specifically on **your Schedule** will be index linked.

We cover the following

Your contents

Up to 20% of the **sum insured** in respect of any one claim for **your** reasonable alternative accommodation or that of **your** pets and reasonable cost of temporary storage of the **contents** if **your home** cannot be lived in as a result of loss or damage insured by this section of the policy.

Where they are insured:

In **your home**.

While stored in a bank safe deposit or in the strong room of a bank or solicitor's offices.

You are insured against loss or damage to **your contents** by the following causes:

1. Fire, smoke, lightning, explosion, earthquake, storm, flood, and smudging as a result of fixed oil-fired central heating.

2. Theft or attempted theft.

The most **we** will pay for any one claim for loss or damage to **contents** contained in outbuildings at the **property** or **your** domestic garages is £3,000 in total.

3. Water or oil as a result of a burst, leaking or overflowing fixed domestic drain, water or heating installation, **kitchen appliance** or piping.

We do not cover the following

The General Exceptions shown on page 48.

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

Any amount above the limit shown on **your Schedule** for a single item, collection or set of **valuables** or **personal belongings** unless specified on **your Schedule**.

Financial securities, certificates or documents of any kind, unless they are stored in a bank safe deposit or in the strong room of a bank or solicitor's offices.

Shortages of **personal money** due to errors and/or omissions.

You are not insured against loss or damage in the following circumstances:

While **your home** or any part of it is lent, let, sublet or shared, unless there is forcible and violent entry into or exit from it.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

To **valuables** or **personal money** contained in a domestic garage or outbuilding.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

You are insured against loss or damage to **your contents** by the following causes:

4. A collision or impact involving:
 - a vehicle, aircraft or other aerial device (or anything falling from them), or animal; and
 - breakage or collapse of a television or radio aerial, satellite dish, or their fittings and masts.

5. Falling trees, branches, lamp posts or telegraph poles. This does not include the cost of removing the object which has caused the loss or damage.

6. Subsidence or ground heave of the site on which the **buildings** stands, or landslip.

7. Malicious acts or vandalism.

8. Riot, civil commotion, strikes, labour or political disturbances.

You are not insured against loss or damage in the following circumstances:

Caused by **your** pets.

Arising from felling, lopping or topping of trees.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

Caused by **you** or any persons lawfully in **your home**.

Caused by or arising from the erasure or distortion of information on computer equipment.

You are insured against loss or damage to **your contents** by the following causes:

9. Accidental damage to:

- domestic electrical or gas equipment or appliances such as televisions, which are not designed to be portable;
- satellite dishes and aerials;
- mirrors, plate glass tops to furniture and fixed glass in furniture; and
- ceramic hobs or tops on free-standing cookers.

We also provide the following additional benefits:

10. Personal money and Credit cards

Financial loss anywhere in the world following the fraudulent use of any **credit card**. The card must be issued in Great Britain, Isle of Man, Channel Islands or Northern Ireland.

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

Your personal money anywhere in the world up to £500.

You are not insured against loss or damage in the following circumstances:

Caused by:

- insects, parasites, or vermin (other than squirrels);
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- mechanical or electrical breakdowns or failure; or
- demolition, structural alterations or structural repairs to **your buildings**.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

Loss or damage caused by or arising from the erasure or distortion of information on computer equipment.

To:

- films, records, audio or video tapes, computer or compact discs, or cassettes; and
- hand-held electronic toys or games.

The General Exceptions shown on page 48.

Financial loss where:

- the loss of the card has not been reported to the police and the card company within 24 hours after discovering the loss;
- the card company's terms and conditions have been broken;
- **you** have used the card fraudulently; or
- there has been unauthorised use by **you** or **your** family.

Shortages of **personal money** due to errors and/or omissions.

You are insured against loss or damage to **your contents** by the following causes:

11. Deterioration of food

Deterioration of food or drink in the freezer or fridge in **your home** as a result of:

- the accidental failure of the freezing unit;
- refrigerant fumes;
- an accidental power failure.

We will also pay the reasonable cost of hiring another freezer where this is necessary to try to lessen the claim.

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

12. Lock replacement

The cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in **your home** if the keys are lost or stolen anywhere in the world.

The most **we** will pay for any one claim is £250.

13. Metered water or heating oil

Loss of metered water or heating oil following **accidental damage** to the domestic water or heating installation in **your home**.

The most **we** will pay for any one claim is £1,000.

14. Contents in the open

The **contents** are insured while they are outdoors but within the **property** against loss or damage as a result of causes in paragraphs 1 to 8 of this section (see pages 14 to 15).

The most **we** will pay for any one claim is £1,000.

You are not insured against loss or damage in the following circumstances:

Caused by the deliberate act of the supply authority.

If **your home** was **unoccupied** at the time of the loss or damage.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

Caused by storm, flood or shown as not insured under paragraphs 1 to 8 of this section (see pages 14 to 15).

To:

- plants, trees, lawn or shrubs; or
- **valuables** or **personal money**.

You are insured against loss or damage to **your contents** by the following causes:

15. Contents temporarily removed

Loss or damage as a result of causes in paragraphs 1 to 8 of this section (see pages 14 to 15) while the **contents** are temporarily away from **your home** but within Great Britain, Isle of Man, Channel Islands, Northern Ireland, Republic of Ireland or continent of Europe.

The most **we** will pay for any one claim is £5,000. But for loss or damage caused by theft or attempted theft to **contents** contained in a domestic garage or outbuilding, the most **we** will pay for any one claim is £1,000.

16. Contents belonging to visitors

Loss or damage as a result of causes in paragraphs 1 to 8 of this section (see pages 14 to 15) to **contents** belonging to **your** visitors.

The most **we** will pay for any one claim is £250 for any one visitor.

17. Religious festival increase

We will increase the **contents sum insured** shown on **your Schedule** by 10% during the month of the following religious festivals to cover gifts and extra food and drink **you** buy:

Buddhist - Wesak

Christian - Christmas (Orthodox and Western)

Hindu - Diwali

Islamic - Eid ul-Adha and Eid ul Fitr ('Id al-Fitr)

Jewish - Passover, Rosh Hashanah and Hanukkah

Sikh - Vaisakhi (Baisakhi).

You are not insured against loss or damage in the following circumstances:

Shown as not insured under paragraphs 1 to 8 of this section (see pages 14 to 15).

Caused by theft unless it involves forcible and violent entry to or exit from a building, other than a building in which **you** are employed or temporarily living.

Contents away from **your home** for sale or exhibition.

To **contents** temporarily in Halls of Residence or other term-time student accommodation.

To **contents** in a caravan, mobile home or motorhome, unless the caravan, mobile home or motorhome is within the **property**.

To **contents** which:

- are covered by other insurance; or
 - belong to a paying guest or lodger.
-

You are insured against loss or damage to **your contents** by the following causes:

18. Wedding or civil partnership increase

We will automatically increase the **contents sum insured** shown on **your Schedule** by 20% for a month before and after **your** wedding or civil partnership ceremonies.

19. Fatal accident

We will pay £5,000 if the **policyholder** or their spouse/partner die within 60 days as a direct result of fire, theft or assault by an intruder in the **buildings**.

The most **we** will pay for any one claim is £5,000.

20. Household removal

The **contents** are insured while they are being moved by a professional removal contractor to **your** new **home** anywhere in Great Britain, Isle of Man, Channel Islands or Northern Ireland.

21. Home office

We will pay up to £5,000 in total for loss or damage to **business equipment** within **your home** as a result of causes in paragraphs 1 to 9 of this section (see pages 14 to 16).

The most **we** will pay for any one item is £2,000.

22. Title deeds

We will pay up to £250 to replace the title deeds of **your property** following loss or damage as a result of causes in paragraphs 1 to 8 of this section (see pages 14 to 15) while they are in **your home**.

You are not insured against loss or damage in the following circumstances:

While in a furniture store for more than 14 days during the course of removal.

Shown as not insured under causes 1 to 9 of this Section (see pages 14 to 16).

You are insured against loss or damage to **your contents** by the following causes:

23. Garden Cover

We will pay up to £250 in total for loss or damage to hedges, lawns, trees, shrubs and plants that **you** own, which are outside the **buildings** but within the boundaries of the **property**, as a result of causes in paragraphs 1 to 8 of this section (see pages 14 to 15).

24. Your liability to others

A. Your liability as occupier of the buildings:

We will insure **you** for all amounts which **you** have legal liability to pay as compensation for accidents which happen in or around **your property** which result in:

- death, physical injury, disease or illness to any person; or
- loss of or damage to property.

There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

B. Your personal liability:

We will insure **you** for all amounts which **you** have legal liability to pay as compensation for accidents not connected with the occupation of **your buildings** which result in:

- death, physical injury, disease or illness to any person other than **your** employees; or
- loss of or damage to property.

There is a limit of £2 million for all claims arising from any one accident plus costs and expenses which **we** agree to in writing.

You are not insured against loss or damage in the following circumstances:

Loss or damage not insured under causes 1 to 8 of this section (see pages 14 to 15)

- caused by natural ageing;
- to trees or shrubs, which is not caused by theft;
- caused by domestic animals, birds or pets;
- caused by frost;
- caused by subsidence, landslip or heave unless **your home** is damaged by the same cause at the same time;
- caused by smoke or bonfires;
- from light or atmospheric or climatic conditions;
- caused by insect, vermin (other than squirrels), rot, mildew, fungus or poisoning.

1. Liability for:

- loss of or damage to property (other than temporary holiday accommodation) which belongs to or is in the care of **you** or anyone **you** employ; or
- physical injury or illness suffered by **you** or **your** employees.

2. Liability caused by owning any land, buildings or the property.

3. Liability as a result of your trade, profession, or employment.

4. Liability as a result of any agreement or contract, unless you would have been liable anyway.

5. Liability as a result of the ownership, custody, control or use of:

- firearms (other than legally held shotguns or airguns for sporting activities);
- animals (other than horses or pets);
- horses while being used for hunting, racing or playing polo;
- pets which are not normally domesticated in Great Britain, the Isle of Man or the Channel Islands; or
- a dog listed under Section 1 of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 SI 2292 (NI 21) or any subsequent amending legislation.

You are insured against loss or damage to **your contents** by the following causes:

C. Your liability to your domestic employees:

We will insure **you** for all amounts which **you** have legal liability to pay as compensation for causing accidental death, physical injury, disease or illness to any person in **your** domestic employment within Great Britain, Isle of Man, Channel Islands or Northern Ireland.

There is a limit of £5 million for all claims arising from any one incident including costs and expenses that **we** agree to in writing.

You are not insured against loss or damage in the following circumstances:

6. Liability as a result of:
 - a direct or indirect consequence of assault or alleged assault; or
 - any deliberate or wilful or malicious act;
7. Liability as a result of **you** owning, possessing or using road vehicles or other mechanically propelled or assisted vehicles except:
 - domestic gardening equipment used within the boundary of the **property**;
 - or
 - electric wheelchairs, mobility scooters (not covered if registered for road use), golf buggies and trolleys, or
 - remote-controlled or battery-powered models or toys, or
 - use of a vehicle only where **you** are a passenger and have no right of control.
8. Liability as a result of **you** owning, possessing or using:
 - caravans (other than temporary holiday accommodation), horse boxes, trailers or trailer tents; or
 - aircraft or hovercraft.
9. Liability as a result of **you** owning, possessing or using boats (other than temporary holiday accommodation), boards or any other craft or equipment designed for use in or on water except:
 - pedestrian controlled models or toys;
 - hand- or foot-propelled boats which **you** do not own.

Liability that should be covered by compulsory motor insurance or security as required under any Road Traffic Act legislation.

You are insured against loss or damage to **your contents** by the following causes:

D. Unrecoverable court awards:

We will pay all amounts that **you** have been awarded in a court in Great Britain, Isle of Man, Channel Islands or Northern Ireland if after three months the amounts have not been paid to **you** in accordance with the courts award.

We will only make this payment if paragraphs A and B of this section of the policy would have insured **you** if the award had been made against **you** rather than in **your** favour.

We have the right after settling **your** claim to take any action **we** become entitled to upon making payment.

There is a limit of £100,000 for all claims (including legal costs) arising from any one incident.

E. **Your** liability as a tenant

We will insure **you** for all amounts which **you** have legal liability to pay as tenant and not as owner of **your buildings** under a tenancy agreement for **your buildings** for the cover detailed under paragraphs 1 to 10.

The most **we** will pay for any one claim is £5,000.

As a result of

1. Loss or damage caused by fire, smoke, lightning, explosion, earthquake, storm, flood and smudging as a result of fixed oil-fired central heating.
2. Loss or damage caused by theft or attempted theft.

You are not insured against loss or damage in the following circumstances:

You are not covered if the incident leading to court action happened outside the period of insurance.

We will not pay if anyone is appealing against **your** award.

Liability if **you** are the judgement debtor.

The first £50 of each claim for loss or damage, except for claims for subsidence, ground heave or landslip where the first £1,000 of each incident of loss or damage is not insured.

Fees which **you** incur:

- for preparing **your** claim; or
- without **our** permission.

Liability for any loss or damage which happens if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

Liability as a result of **you** owning or leasing the **buildings**.

1. Loss or damage caused by storm or flood to gates, hedges or fences.
Loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.
2. Loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

You are insured against loss or damage to **your contents** by the following causes:

3. Loss or damage caused by water or oil as a result of a burst, leaking or overflowing fixed domestic drain, water or heating installation, **kitchen appliance** or piping.
4. Loss or damage caused by a collision or impact involving:
 - a vehicle, aircraft or other aerial device (or anything falling from them) or animal; and
 - breakage or collapse of a television or radio aerial, a satellite dish, or their fittings and masts.
5. Loss or damage caused by falling trees, branches, lamp posts or telegraph poles. This includes the cost of removing the object which has caused the loss or damage.
6. Loss or damage caused by subsidence, ground heave of the site on which the **buildings** stands or landslide.

You are not insured against loss or damage in the following circumstances:

3. Loss or damage caused by subsidence, ground heave or landslide.
4. Loss or damage caused by **your** pets.
5. Loss or damage caused by lopping, topping or felling of trees on **your property**.
6. The first £1,000 of each incident of loss or damage.
Loss or damage to boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently built swimming or ornamental pools and their covers and tennis courts unless **your home** is damaged by the same cause at the same time.
Loss or damage caused by:
 - coastal or riverbank erosion;
 - demolition, structural alterations or structural repairs;
 - faulty design;
 - foundations which do not meet buildings regulations at the time of construction;
 - any loss or damage where compensation is provided by contract or legislation;
 - damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **your home** are damaged at the same time by the same cause; or
 - damage to the **buildings** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **buildings**.

You are insured against loss or damage to **your contents** by the following causes:

7. Loss or damage caused by malicious acts or vandalism.
8. Loss or damage caused by riot, civil commotion, strikes, labour or political disturbances.
9. **Accidental damage**, for which **you** are legally responsible, to cables, underground pipes or underground tanks servicing the **property**.
10. **Accidental damage** to glass, ceramic hobs and sanitary fittings, all of which are fixed to and forming part of **your home**.

You are not insured against loss or damage in the following circumstances:

7. Loss or damage if **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage. Loss or damage caused by **you**, or any persons lawfully in the **home**.

Optional extra covers to your contents insurance

Your Schedule will show whether the following optional extra covers have been added to **your** policy. This cover is in addition to that outlined on pages 14 to 24.

Contents Extended Accidental Damage option

Your Schedule will show **your** cover option as Extended Accidental Damage if **you** are covered under this section of the policy. This cover is in addition to that outlined on pages 14 to 24.

We cover the following

Contents

Where they are insured:

In **your home**.

While they are outdoors but within the boundaries of **your home**, the most **we** will pay for any one claim is £1,000.

While they are being moved by a professional removal contractor anywhere in Great Britain, Isle of Man, Channel Islands and Northern Ireland.

You are insured against loss or damage to **your contents** by the following causes:

1. Accidental loss or **accidental damage** in addition to the causes in paragraphs 1 to 8 of the contents section on pages 14 to 15.

We do not cover the following

The General Exceptions shown on page 48.

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

Financial securities, certificates or documents of any kind unless they are stored in a bank safe deposit or in the strong room of a bank or solicitors office.

Where they are not insured:

In a furniture store for more than 14 days during the course of removal.

In Halls of Residence or other term-time student accommodation.

In a caravan, mobile home or motorhome, unless the caravan, mobile home or motorhome is within the **property**.

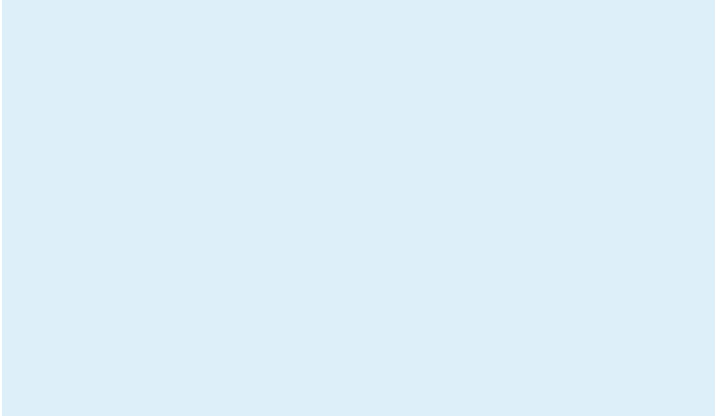
You are not insured against loss or damage in the following circumstances:

Shown as not insured under paragraphs 1 to 8 of the contents section of this policy on pages 14 to 15.

While any part of **your home** is lent, let, sublet or shared.

If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

You are insured against loss or damage to **your contents** by the following causes:



You are not insured against loss or damage in the following circumstances:

Caused by or arising from:

- wear and tear;
- insects, parasites or vermin (other than squirrels);
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- mechanical or electrical breakdowns or failure; or
- demolition, structural alterations or structural repairs to **your buildings**.

Caused by or arising from the erasure or distortion of information on computer equipment.

Personal Belongings In and Away From Home Cover

Personal Belongings - Unspecified Items (for items worth less than £1,000 each)

This section is an additional cover option available with any contents only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy.

We cover the following

Valuables and **personal belongings** which belong to **you** or which **you**:

- are responsible for under a hiring or legal agreement; or
- have in **your** custody and are legally liable for.

The most **we** will pay for any item, collection or set is the amount shown as the single article limit on **your Schedule**.

The most **we** will pay for any one claim caused by theft or attempted theft from an unattended motor vehicle is £1,000.

Where they are insured:

Anywhere in the world in **your** custody or control.

You are insured against loss or damage by the following causes:

1. Accidental loss or **accidental damage** in addition to the causes in paragraphs 1 to 8 of the contents section on pages 14 to 15.

We do not cover the following

The General Exceptions shown on page 48.

The first £50 of each claim.

Contact lenses.

Valuables and **personal belongings** in the custody or control of any member of **your** family whilst they are living away from the **home** in Halls of Residence or any other term-time student accommodation.

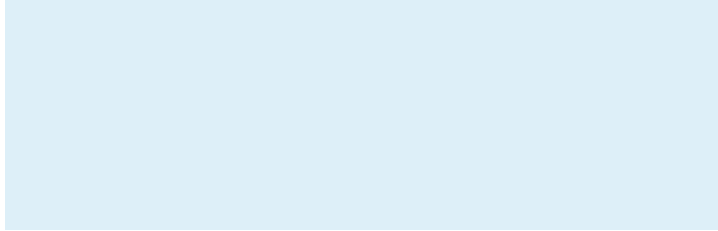
You are not insured against loss or damage in the following circumstances:

Shown as not insured under paragraphs 1 to 8 of the contents section of this policy on pages 14 to 15.

Caused by or arising from:

- insects, parasites or vermin (other than squirrels);
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- faulty design or workmanship or using faulty materials; or

Personal Belongings - Unspecified Items *continued*



- mechanical or electrical breakdowns or failure.

Caused by or arising from the erasure or distortion of information on computer equipment.

Caused by theft or attempted theft from unattended motor vehicles unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

Personal Belongings - Specified Items

This section is an additional cover option available with any contents only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy and all items covered are listed under the specified item section.

We cover the following

Items specified in **your Schedule** up to their **sum insured** (including any index linked increase).

The most **we** will pay for any one claim caused by theft or attempted theft from an unattended motor vehicle is £1,000.

Where they are insured:

Anywhere in the world in **your** custody or control.

We do not cover the following

The General Exceptions shown on page 48.

The first £50 of each claim.

Contact lenses.

Valuables and **personal belongings** in the custody or control of any member of **your** family whilst they are living away from the **home** in Halls of Residence or any other term-time student accommodation.

You are insured against loss or damage by the following causes:

1. Accidental loss or **accidental damage** in addition to the causes in paragraphs 1 to 8 of the contents section on pages 14 to 15.

You are not insured against loss or damage in the following circumstances:

Shown as not insured under paragraphs 1 to 8 of the contents section (see pages 14 to 15).

Caused by or arising from:

- insects, parasites or vermin (other than squirrels);
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;
- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- faulty design or workmanship or using faulty materials; or
- mechanical or electrical breakdowns or failure.

Caused by or arising from the erasure or distortion of information on computer equipment.

Caused by theft or attempted theft from unattended motor vehicles unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

Pedal Cycles Cover

This section is an additional cover option available with any contents only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy and all pedal cycles covered are listed under the specified item section.

We cover the following

Pedal cycles

You are insured against:

1. Loss or damage to **your** pedal cycles, including their accessories, shown in **your Schedule** while in **your home**, within the boundaries of the land belonging to **your home** or anywhere in the United Kingdom, Channel Islands or Isle of Man.
The most **we** will pay for any one pedal cycle and its accessories is the value shown against it in **your Schedule**.

We do not cover the following

The General Exceptions shown on page 48.

The first £50 of each claim.

Any claim outside the United Kingdom, Channel Islands or Isle of Man unless **we** specifically agree beforehand to provide cover and **you** pay any extra premium **we** require.

You are not insured against:

- Loss or damage to pedal cycles contained in **your** Halls of Residence or other term-time student accommodation.
- Motorised pedal cycles.
- Pedal cycles used for or in practice for racing, pacemaking or testing.
- Theft or attempted theft of unattended pedal cycles **you** leave in a public place, unless the pedal cycle is securely locked to a permanently-fixed structure by a chain and padlock or similar locking device.
- Cuts to tyres or burst tyres.
- Loss or damage caused by:
 - anything which happens gradually such as damage caused by vermin, frost, climatic and atmospheric conditions, light, rusting or corrosion;
 - scratching or denting;
 - mechanical or electrical fault, failure or breakdown; or
 - any process of washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.

Garden Cover

This section is an additional cover option available with any contents only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy.

We cover the following

Loss or damage to:

- plants (including shrubs, trees, vegetables and hedges);
- turf and lawns;
- rockeries;
- ponds and accessories;
- walls, patios, fences, gates, beehives, cold frames, sheds, greenhouses, trellis work, gazebos, pergolas, bird tables and dovecotes;
- garden tools and equipment;
- garden furniture and barbecues;
- ornaments (including statues, urns, bird-baths and gnomes);
- greenhouse accessories;

all within the boundaries of the land belonging to **your home**.

Professional garden-design fees and expenses incurred to return **your** garden to its condition prior to the damage.

Loss or damage to **contents** in the open insured under point 14 on page 17, up to a maximum of £2,000 any one claim.

We do not cover the following

The General Exceptions shown on page 48.

The first £50 of each claim.

Any amount exceeding £1,500 for loss or damage.

Any amount exceeding £2,500 for professional garden-design fees and expenses.

You are insured against loss or damage by the following causes:

- Theft or attempted theft;
- Fire, smoke, explosion, lightning or earthquake;
- Storm or flood;
- Malicious persons or vandals;
- Wild animals;
- **Accidental damage;**
- Failure of the heating system in the greenhouse;
- Falling trees or branches; or
- Falling masonry, aerials, satellite dishes, masts or their fittings.

You are not insured against loss or damage in the following circumstances:

Storm damage to fences unless **your home** is damaged at the same time and by the same cause.

Caused by frost, drought, insects and their larvae, slugs and snails, rot, mildew and plant diseases.

Ride-on mowers and their accessories.

Home Legal Expenses Cover

This section is an additional cover option available with any contents only, buildings only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy. The conditions and exclusions which apply to this section are shown on pages 37 to 43. The General Exceptions on page 48 and the General Conditions on page 49 apply to the whole policy and should be read in conjunction with this section.

Glossary of terms

We have defined certain words and phrases that apply to the Home Legal Expenses Cover policy. They have the specific meanings shown next to them wherever they appear throughout the Home Legal Expenses Cover section and to help **you** identify these words **we** have printed them in **bold**.

Appointed representative	A solicitor, lawyer or appropriately qualified person, firm or company, including us , instructed in accordance with Home Legal Expenses Cover Condition – 2. Representation.	Group actions	Actions involving individuals not named on the Schedule who may benefit from any work undertaken by an appointed representative under this policy will not be covered.
Date of incident	<ul style="list-style-type: none"> ■ The date of the event; or ■ the date of the first event where there is more than one event arising from the same cause; or ■ the date on which the cause of action arises where this relates to the purchase of your home; or ■ for a full enquiry, the date when Her Majesty's Revenue & Customs first notifies you in writing of its intention to make enquiries; <p>which may lead to a claim under this policy.</p>	Home	The house, bungalow, flat or maisonette must be shown in your Schedule . Domestic garages belonging to the property . Outbuildings if they form part of the property .
Disbursements	Money spent by the appointed representative to manage your claim, but not including the appointed representative's own fees.	Legal costs	All reasonable and properly incurred disbursements , fees and expenses charged by the appointed representative and agreed by us and any opponent's costs which you have been ordered to pay by a court or other body or we have authorised.
Full enquiry	A full examination opened by Her Majesty's Revenue & Customs, which comprises all aspects of your self assessment tax return. This does not include enquiries that are limited to specific aspects of your self assessment tax return.	Legal proceedings	<p>You are not covered for any damages, fines or penalties you have to pay.</p> <p>Preparing work for negotiating or defending your legal rights in the territory, including negotiating a settlement and any hearings in a civil court, tribunal or arbitration.</p> <p>We also include appeals from these hearings if you tell us you want to appeal at least six working days before the deadline for giving notice of appeal ends and we consider the appeal to have reasonable prospects.</p>

OPTIONAL COVER

Policyholder	The person(s) named in your Schedule .
Property	Your home and the land within its boundaries, for which you are legally responsible. The property must all be at the address shown in your Schedule .
Reasonable prospects	Where we consider there is a 51% and above chance of succeeding with your claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.
Saga Schedule	Saga Services Limited. The document, which provides a record of your insurance. Your Schedule is part of this policy and must be read in conjunction with the policy.
Territory	Gibraltar and the United Kingdom meaning England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Vehicle	Any mechanically propelled motor vehicle (including scooters), aircraft or vessel.
We, our, us	Acromas Insurance Company Limited.
You, Your	The policyholder and their spouse/domestic partner and any other relative, (including adopted and foster children), who permanently live in your home .

We cover the following

Home Legal Expenses Cover

Access to a 24-hour legal helpline **0845 366 1100** which provides initial advice on any personal legal matter.

An **appointed representative** arranged by us.

Up to £50,000 (including VAT) of **legal costs** under this policy.

1. Death and Personal Injury

Legal costs for **you**, or in the event of **your** death for **your** personal legal representatives, for pursuing **legal proceedings** that arise from an event, which causes death or bodily injury to **you**.

2. Contract Disputes

Legal costs for defending or pursuing **legal proceedings** arising from a dispute over:

- **you** buying, hiring or leasing any personal goods or services;
- **you** selling any personal goods; or
- **you** buying or selling **your property**.

We do not cover the following

Where the amount in dispute is less than £250.

More than £50,000 (including VAT) of **legal costs** for all claims that arise from the same **date of incident**.

Any claim relating to:

illness or injury not caused by a sudden or specific accident or that happens gradually; or

defence of **your** legal rights, other than defence of a counter-claim.

Any claim relating to:

- any contracts or agreements which **you** made before the commencement of this Legal Expenses policy;
- any breach of a contract or agreement if there has been any break in the continuous cover under this Legal Expenses policy from the date the contract or agreement was made;
- work and/or advice by a builder or contractor given to **you** about the specification, design, planning, building or structural change in or on **your property** where the contract value is over £5,000 including VAT;
- any disputes relating to buildings or land not shown as **your property**;
- subsidence, ground heave or landslip, mining or quarrying;
- any loan, borrowing, stocks, shares, debentures, funds, pensions, mortgages, trusts of any kind or other investments;
- disputes about shareholding or partnerships;
- disputes between a landlord and a tenant; or
- a contract entered into by or on behalf of **you** buying, selling or renting non domesticated animals and livestock.

We cover the following

3. Protection of Property

Legal costs for pursuing **legal proceedings** and/or arrangement of mediation for a dispute relating to material property which **you** own or is **your** responsibility:

- following an event which causes or could cause physical damage to **your** material property; or
- following a public or private nuisance or trespass.

4. Employment

Legal costs for pursuing **legal proceedings** arising from a dispute with **your** employer as an employee under **your** contract of employment.

5. Tax Protection

We will represent **you** in any appeal proceedings following a **full enquiry** into **your** tax affairs.

We do not cover the following

Any claim relating to:

- a contract entered into by **you**;
- any buildings or land not shown as **your property**;
- any public or private planning matter;
- the compulsory purchase of, or restrictions or controls placed on **your property** by any government, local or public authority;
- the actual, planned or proposed construction, closure, demolition, adoption or repair of buildings, housing, roads or bridges by any government, local or public authority;
- any work by order of any government, local or public authority;
- mining subsidence; or
- defending any dispute other than defending a counter claim.

Any claim relating to:

- disputes under a contract of employment which occur within 90 days of the start date of this Home Legal Expenses Cover;
- the Equal Pay Act 1970 (or amending laws);
- travelling expenses, allowances or compensation payments for being off work; or
- any disciplinary procedures brought against **you** by **your** employer, or any internal grievances brought by **you**.

Any claim relating to **your** tax affairs as part of:

- an enquiry into a sole-trader's, business partnership's or firm's related tax affairs or any tax affairs related to a company;
- investigations conducted by the Civil Investigation of Fraud team, the Special Civil Investigations team or the Criminal Taxes Unit; or
- any investigations relating to **you** deliberately under-declaring **your** income.

We cover the following

6. Defence of **your** legal rights

- Legal defence if an event arises from **your** work as an employee, which leads to:
 - **you** being prosecuted in a magistrates or crown court;
 - civil action being taken against **you** under section 13 of the Data Protection Act 1998; or
 - civil action being taken against **you** for unlawful discrimination.

We do not cover the following

Any claim relating to:

- parking or obstruction offences; or
- claims against **you** as a Director or Officer of any company.

Disclosure

We have appointed Parabis Law LLP to handle the claims made under the Home Legal Expenses Cover section of the policy and to manage **our** legal advice helpline on **our** behalf.

We have an agreement with Parabis Law LLP, as a member of **our** panel of legal firms, that they will provide legal services to **you** when **we** have agreed to provide **you** with legal assistance and representation under this policy.

We pay fees to Parabis Law LLP depending on the service provided and **we** receive a membership fee of £3,500 per month for the referral of death or personal injury claims that Parabis Law LLP handle for **our** customers. **We** also offset against the fees paid to Parabis Law LLP for their services, the credit **we** receive from the value generated by Parabis Law LLP conducting **your** claims under a Collective Conditional Fee Agreement. Cogent Law is a trading name of Parabis Law LLP and therefore **you** may receive advice from a member of its legal team or correspondence as panel solicitors.

This arrangement with Parabis Law LLP does not restrict their independence and **you** will at all times receive the best advice for **you**. It does not restrict **your** rights under Home Legal Expenses Cover Condition - 2. Representation.

Home Legal Expenses Cover Exclusions

You should read these exclusions carefully together with the Home Legal Expenses Cover Conditions and Home Legal Expenses Cover General Conditions.

The General Conditions and General Exceptions of **your** Saga Home Insurance policy also apply to **your** Home Legal Expenses Cover and these should also be read carefully.

Please also refer to 'How to make a claim'.

We do not cover the following:

1. Legal costs for legal proceedings arising from:

- a. where the **date of incident** arose prior to the commencement of this Home Legal Expenses Cover;
- b. where the relevant period for bringing a claim has passed;
- c. any matter not notified to **us** via a completed legal expenses claim form within 180 days of the **date of incident** giving rise to **your** claim;
- d. an appeal where **you** did not claim originally under this policy and were not represented by **us**;
- e. any request to appeal advised to **us** less than six working days before the deadline to appeal ends;
- f. any enforcement action relating to a claim not originally covered under this policy and where **you** were not represented by **us**; or
- g. **legal costs** incurred by any professional adviser other than one appointed by **us** before court proceedings are about to be started unless a conflict of interest arises.

2. Any claim relating to:

- a. any **legal costs** which **you** incur before **we** have accepted **your** claim;
- b. any incident that occurs outside of the **territory**;
- c. **group actions**;
- d. where the amount in dispute is less than £250;
- e. any amount which **you** cannot recover from another insurance policy because an insurer refuses or reduces the claim;
- f. any disagreement over a contract of insurance which relates only to the amount of **your** claim;
- g. a deliberate or criminal act or omission or criminal prosecution of **you** or any proceedings in a court of criminal jurisdiction;
- h. judicial reviews;

- i. **your** affairs if they are in the hands of an insolvency practitioner by court order or by agreement with **your** creditors;
- j. any business, profession or trade or any venture for gain including letting the **property**;
- k. damages, fines or penalties **you** have to pay;
- l. a **vehicle you** are buying, financing, selling, hiring or is owned by **you** or for which **you** are responsible or **you** are driving, operating, controlling, using or repairing. **You** are covered as a passenger in a **vehicle** that is not owned or driven by **you**;
- m. the annulment of **your** marriage, divorce, judicial separation, living together, maintenance, custody access, financial arrangements, ancillary relief (dividing money and property following divorce), residence orders, contact orders, specific issue orders, prohibitive steps orders, adoption or other family law matter;
- n. wills or probate;
- o. libel, defamation or slander;
- p. patents, copyright, design rights, trade marks, service marks, character or merchandise marks or any other form of intellectual property;
- q. secrecy, confidentiality agreements or computer software or data protection;
- r. any event resulting in suspension of membership or expulsion from a club or society;
- s. professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on **your** behalf in relation to a claim under this policy;
- t. professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on **your** behalf where the original matter, for which they were instructed is not covered under this policy;
- u. where **your** opponent is also insured under this policy;

- v. any disputes with **us**, AA Limited, Saga Group Limited, Acromas Holdings Limited or any associated or subsidiary company or co-insurer; or
- w. any referral to the European Court.

Home Legal Expenses Cover Conditions

You should read these conditions carefully together with the Home Legal Expenses Cover Exclusions and Home Legal Expenses Cover General Conditions.

The General Conditions and General Exceptions of **your** Saga Home Insurance policy also apply to **your** Home Legal Expenses Cover and these should also be read carefully.

Please also refer to 'How to make a claim'.

1. Claims

You must:

- a. contact **us** as soon as it is reasonably possible after anything happens which may lead to **legal proceedings**;
- b. have submitted a completed legal expenses claim form within 180 days of the **date of incident** which **you** may claim for under this policy. **Legal proceedings** will only be considered once a fully completed legal expenses claim form has been received by **us**. For information, please refer to 'How to make a claim';
- c. make every effort to provide all documents and/or any information requested by **us** or **your appointed representative** within a reasonable period;
- d. do everything **you** can to keep **legal costs** as low as possible or avoid **legal proceedings**;
- e. consider with **us** and/or **your appointed representative** all reasonable approaches to settle the dispute without court proceedings;
- f. give proper instructions to **us** or to the **appointed representative**, including full and correct information whether it is beneficial or otherwise;
- g. tell **your appointed representative**, as quickly as possible about any notification of commenced **legal proceedings** (claims forms, summonses),

- likely prosecution or other communication **you** receive to do with the claim;
- h. send **your appointed representative** all the information or documents they require to support **your** claim at **your** own expense;
- i. tell **us** and/or **your appointed representative** about any offer to settle the claim or any payment made into court;
- j. provide every reasonable assistance to **your appointed representative** to handle the claim and keep **us** up to date with the progress of **your** claim;
- k. go to any meetings if **you** are asked to do so which are relevant to the **legal proceedings**;
- l. send **us** all bills for **legal costs** from **your appointed representative** as quickly as possible after **you** receive them;
- m. if **we** ask, send the **appointed representative's** bill to either an appointed law costs draughtsperson or to court or the appropriate local Law Society to be taxed or certified; and
- n. pay **us** any **legal costs you** may recover.

You must not:

- a. instruct a representative to handle a claim under this policy without **our** consent. If **we** accept **your** claim, representation will be arranged, by **us**, for **you**;
- b. admit any responsibility, deny any claim, negotiate or make an offer or promise to pay or do anything which may harm **your** claim without **our** written permission;
- c. agree to any offer of settlement without **our** written permission;
- d. act differently from the way **your appointed representative** has agreed to proceed;
- e. withdraw instructions from an **appointed representative** without **our** prior approval; or
- f. refuse to comply with court rules.

What **we** will do:

- a. **We** will review the fully completed legal expenses claim form and consider in its entirety, the total value of the claim, the complexity of the issues, the importance of the issue, the financial positions of the parties involved and the **legal costs** involved;
- b. if **we** are satisfied that there are **reasonable prospects** of pursuing **your** claim and of enforcing any judgment or award **we** will advise **you** of the most suitable action; and
- c. the most **we** will cover for **legal proceedings** for any one claim or series of claims arising from the **date of incident**, including **your** opponent's costs is £50,000 (including VAT) of **legal costs**.

2. Representation

If **we** accept **your** claim **we** will choose an **appointed representative** to act on **your** behalf. If there is a conflict of interest or **you** are not satisfied with the **appointed representative** **we** have chosen (and court proceedings are about to be issued), **you** may choose another **appointed representative** provided that:

- a. **we** are satisfied that **your** choice of **appointed representative** is in **our** opinion suitably located, qualified and experienced to deal with **your** claim;
- b. the **appointed representative** must agree in writing to **our** hourly rates, terms and conditions of appointment and to keep **us** updated regularly on the progress of **your** claim and co-operate with the terms of this policy for the cover under this policy to apply;
- c. the **appointed representative** must agree to keep **you** informed of **legal costs** incurred to date on a regular basis; and
- d. **we** have agreed to **your** choice of **appointed representative** in writing.

If, in exceptional circumstances **we** are not satisfied with the representative **you** have chosen **you** can refer any dispute arising from **your** choice of **your** representative to arbitration according to Home Legal Expenses Cover Condition – 9. Arbitration.

3. Using the appointed representative

- a. **We** will be able to talk to the **appointed representative** at all times and get any information, report, document, correspondence or advice to do with a claim from them. However, if the **appointed representative** considers **your** interest would be affected by giving any documents or information to **us**, **we** will not see them. **You** must give the **appointed representative** instructions for this purpose.
- b. **We** must be advised as quickly as possible if there are no longer **reasonable prospects** and no further **legal costs** should be incurred without **our** consent.
- c. **We** will not have to keep any promise which **you** give to the **appointed representative** or which **you** or the **appointed representative** gives to any person about paying fees or expenses without **our** written permission.

If **you** withdraw from **legal proceedings**

- d. The **appointed representative** will act for **you** during **your** claim. If, at any stage, **you** intend to withdraw instructions please contact **us** as soon as possible in order for **us** to consider **your** intention and its potential result. If **you** withdraw without **our** written agreement all **legal costs** become **your** responsibility and **we** may claim back from **you** any amounts **we** have already paid.

If the **appointed representative** withdraws from **legal proceedings**

- e. If the **appointed representative** refuses to act for **you** with good reason, **we** will give consideration to the circumstances of this action and to **your** chances of success.
- f. Cover under this section of the policy terminates as soon as the **appointed representative** refuses to act for **you** unless **we** still think **you** have **reasonable prospects** and **we** give **our** permission to continue, at which point **we** will arrange for another representative to be instructed in accordance with Home Legal Expenses Cover Condition - 2. Representation.

4. Our rights

We are entitled to:

- a. take over, defend or settle any claim or **legal proceedings** in **your** name;
- b. take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under this policy;
- c. receive from **you** any information **we** may need;
- d. liaise with the **appointed representative** and receive any information or documents relevant to **your** claim;
- e. get the **appointed representative's** opinion on the chances of **your** case succeeding and any judgment being enforced; and
- f. decide not to commence or to terminate **legal proceedings** at any time and pay **you** up to or equal to the amount that **you** are claiming for or the amount being claimed against **you**.

5. Withdrawal of legal proceedings by us

We may at any time withdraw **our** support for **your** claim:

- a. if **we** decide that there are no longer **reasonable prospects** for success or enforcement of any judgment or potential judgment are insufficient to justify **our** continuing support;
- b. if **we** feel that **your** interests are better served by other means;
- c. following **your** refusal to accept any reasonable settlement of **your** claim;
- d. if **you** act in a way which may prejudice the settlement of **your** claim; or
- e. if **you** fail to co-operate with **us** or the **appointed representative** or fail to follow their advice.

In that case, **we** will write and explain **our** reasons for withdrawing support and in the event of **you** acting in a manner prejudicial to **your** claim or failing to co-operate as stated above, **we** reserve the right not to meet any further **legal costs** or expenses incurred and to seek reimbursement from **you** of all costs paid under the policy. If **you** or **we** disagree, we can both

refer the matter to arbitration according to Home Legal Expenses Cover Condition – 9. Arbitration.

6. Recovery of payments made

The payment of claims is dependent on:

- a. **your** recognition of **our** right to take proceedings in **your** name, but at **our** expense;
- b. **you** providing every reasonable assistance to **us** and to **your appointed representative** to enable **us** to recover for **our** benefit the amount of any payments under this policy; and
- c. where a person is ordered or agrees to pay **your legal costs** and expenses, and compensation, either in full or by instalments, these instalments will be paid to **us** until **we** have recovered the total amount that the other person was ordered or agreed to pay by way of **legal costs** and expenses charges.

7. Appointed representatives' costs, witness costs and other expenses

We will not pay any costs and/or expenses:

- a. which **you** or **your** representative incur before **we** have accepted **your** claim;
- b. which **you** or **your** representative incur without **our** written permission or which are higher than the amounts **we** have agreed to;
- c. as a result of **your** failing to provide instructions or information to the **appointed representatives**; or
- d. as a result of **you** acting against **your appointed representative's** advice or in a way which may prejudice the settlement of the claim.

If **you** or **we** disagree about any costs under 7 c) or d) above, we can both refer the matter to arbitration according to Home Legal Expenses Cover Condition – 9. Arbitration.

8. Other insurance

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

9. Arbitration

This policy wording advises when a dispute between **you** and **us** may be referred to an arbitrator.

Should arbitration be required, the matter may be referred to an arbitrator who will be a solicitor or barrister who **you** and **we** agree on in writing. If we cannot agree, the President of the local Law Society or the Bar Council will decide on an arbitrator. The decision of the arbitrator will be final and binding and he or she will decide who should pay the costs of the arbitration and resolving the disagreement. If costs are awarded against **you**, they are not covered under this policy.

This arbitration condition does not affect **your** rights to take separate legal action.

10. Law applicable

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

Home Legal Expenses Cover General Conditions

1. Cancellation

Procedures are explained below dependent on who invokes cancellation.

a) The **policyholder**

If **you** need to cancel this policy contact **Saga** on **0845 307 3990** or write to **Saga** at Saga Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ.

Where **you** cancel the Saga Home Insurance policy then this Home Legal Expenses Cover will also be cancelled on the same date.

You will, for a period of 14 days from the date **you** receive the policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund. This refund will be subject to a charge for the period of cover **you** have received plus **Saga's** reasonable administrative expenses, except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be entitled to a full refund of the premium **you** have paid. Beyond the above period, **you** may cancel this insurance at any time, but no refund will be provided to **you**.

b) **We** and **Saga**

We or **Saga** may cancel this insurance by sending at least seven days written notice to **your** last known address. A full pro rata premium refund will be allowed from the date of cancellation, no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the policy.

Any such cancellation by **you**, **us** or **Saga** will not affect any rights and responsibilities arising before cancellation takes place.

How to make a claim

If an event happens for which **you** require legal advice, please contact **our** 24-hour legal helpline on **0845 366 1100** from the UK or **+44 208 253 6898** from abroad on any personal legal matter.

If **you** wish to make a claim call **us** as soon as possible on **our** 24-hour legal helpline so that **our** legal team can advise **you** of the next steps.

We will arrange legal representation for **you** where appropriate.

If **you** want to make a claim under **your** Home Legal Expenses Cover, **you** will need to complete **our** legal expenses claim form, providing full details in writing, so that **our** legal experts can review the information provided and determine whether the event is covered and **reasonable prospects** apply.

Legal proceedings will only be considered once a fully completed legal expenses claim form has been received by **us**.

To obtain our legal expenses claim form please call **us** on **0845 366 1100** from the UK or **+44 208 253 6898** from abroad, or write to **us** at:

Saga Home Legal Expenses
8 Bedford Park
Croydon
Surrey
CR0 2AP

Claim details can also be e-mailed to info@sagalegal.co.uk

You must give the policy number shown on **your Schedule** each time **you** write to or telephone **us**.

How to make a claim and how much we will pay

How to make a claim

1. If an event happens for which **you** want to make a claim, first check **your Schedule** and policy to make sure that the event is covered.
2. Please read the General Exceptions on page 48 and the General Conditions on page 49 for details of the claims conditions. For Home Legal Expenses claims please also read the conditions on pages 39 to 43.

3. If the event is covered, or if **you** are in any doubt, call the relevant number shown in **your Schedule**.

Our claims unit will take details of the event and tell **you** whether **your** claim is covered. Whenever possible, **we** accept claims without the need for a claim form. However, **we** may ask **you** to fill in and return a claim form, which **we** will normally send to **you** within two working days of **your** call.

4. After **your** call, one of several things will happen but at all times **you** will be guided by **your** incident manager.
 - If repairs are needed, **we** may arrange for a contractor approved by **us** to call. **We** will try to do this within two working days of **you** making **your** claim. The contractor will draw up a quote for repairs and should start work at a time that is convenient to **you**. When the repair is finished, the contractor will send the invoice straight to **us** so **we** can pay it.
 - **We** may arrange to send **you**, and if appropriate have installed, replacement goods (such as domestic appliances, furnishings, sanitary ware and kitchen units) and/or issue vouchers to the same replacement value from a supplier approved by **us**. **We** will do **our** best to make sure that **you** receive the goods within five working days. Or, **we** may agree to pay **you** cash for **your** claim and **we** will aim to send **you** a cheque or pre paid card within two working days.
 - If **we** ask, **you** need to give **us** any evidence to support **your** claim, such as estimates, photographs or invoices. **We** will confirm exactly what **we** need.

- Sometimes **we** will need to ask an independent loss adviser to assess the loss or damage. If so, **we** will tell **you** and arrange for the loss adviser to contact **you** within two working days. The loss adviser's role is to assess the claim, confirm what action **you** need to take, and recommend to **us** how to deal with the claim. The loss adviser, on **our** behalf, may arrange for repairs or replacement to be carried out and agree with **you** the amount **we** should pay for the claim.

Please remember **you** are responsible for paying any **excess** that applies to **your** claim. The **excess** is the first amount of each claim **you** have to pay. If **You** make a claim under more than one section for loss or damage that happens at the same time by the same cause, **we** will take off an **excess** for each section. **We** will decide the most **we** will pay before taking off the **excess**.

Claims history

Depending on the circumstances and number of claims **you** make, **we** may apply additional terms to **your** policy or reduce the cover that **we** are prepared to offer **you** at **your** next renewal date.

How to make a claim - General Conditions

1. Claims - your duty

For information on the claims procedure and how **we** settle **your** claim, please read page 44.

When **you** know **you** may have to claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police as soon as possible after **you** become aware that something is lost or if **you** suspect theft, attempted theft or malicious damage, and keep a note of any reference number given to **you**;
- take all reasonable steps to recover any property which has been lost;
- when asked, send **us** at **your** expense all the documents and information (including written estimates and proof of ownership or value) **we** may need; and
- send **us** any written claim made against **you** and give **us** full details in writing of any verbal claim made against **you**.

You must not:

- respond to any claim made against **you** or admit or deny responsibility or negotiate or settle any claim made against **you** without **our** written permission; or
- leave property for **us** to deal with unless **you** have **our** permission.

2. Claims - our rights

We can do the following:

- **We** can enforce **your** rights against another person, for **our** own benefit, before or after **we** have settled a claim.
- **We** can negotiate, defend or settle in **your** name any claim made against **you**.
- **We** are entitled to the remains of any insured property for which **we** have paid a claim.
- In some instances **your** claim may be handled on **our** behalf by **Saga**.

3. Recovery of lost or stolen property

- If any lost or stolen property is recovered **you** must let **us** know as soon as reasonably possible.

- If the property is recovered before payment of the claim **you** must take it back and **we** will then pay for any damage.
- If the property is recovered after payment of the claim it will belong to **us** but **you** will have the option to retain it and refund in full any claim payment to **us**.

4. Fraudulent claims

If **you** or anyone acting for **you** makes a claim that is false or fraudulent in any way, **we** will not pay the claim and all cover under the policy will end immediately. **We** may also inform the police.

5. Other insurance

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

6. Reasonable care

You must take reasonable care to prevent or reduce any loss, destruction, damage or injury and maintain anything covered by this insurance.

7. Automatic reinstatement to the maximum insured value

We will normally automatically reinstate **your** cover to the maximum **sum insured** and any limits set out in **your** buildings cover from the date **we** pay any claim. If **we** are not going to do this, **we** will give **you** written notice before **we** pay **your** claim.

8. Matching suites or sets

We treat each item of a matching set or suite of furniture, sanitary fittings, soft furnishings, carpets or other fixtures or fittings as a single item.

We will only pay the cost of repairing or replacing the damaged item. **We** will not pay for repairing or replacing:

- any undamaged area of carpet outside a room or another clearly identifiable boundary within which the damage happened; or
- any undamaged item that is part of a matching set or suite where damage occurs to a specific item of the matching set or suite.

How much we will pay – Buildings

At **our** option **we** will arrange for the work to be carried out or pay the cost of repairing or reinstating the **buildings** as new. If the loss or damage involves part of the **buildings** that is in a poor state of repair or decoration **we** will make a deduction for wear and tear.

If repair is not undertaken **we** will pay the reduction in market value resulting from the loss or damage, but not exceeding the amount **we** would have paid if the work had been carried out without delay.

How much we will pay – Contents

Most insurance companies can get discounts on replacing items. This helps to control claim costs and therefore premiums charged. It is at **our** option that **we** will:

- pay the cost of repair;
- replace the item as new; or
- pay the cost of replacing the item as new. (This may be restricted to the discounted replacement price **we** would normally pay.)

If **your** claim is for loss or damage to household linen, clothing or pedal cycles, **we** will take off an amount for wear and tear.

If the cost of replacing all the **contents** as new (less an allowance for wear and tear for household linen, clothing or pedal cycles) is greater than the **sum insured** shown on **your Schedule**, **we** will pay only that proportion of the loss which the **sum insured** bears to the total value of the **contents** insured.

If the cost of rebuilding the **buildings** in the same form, size, style and condition as new is more than the **sum insured** shown on **your Schedule**, **we** will pay only that proportion of the loss which the **sum insured** bears to the total value of the **buildings** insured.

Valuables in total

The amount depends on the number of **bedrooms** in **your home** as follows:

1 bedroom	£5,000
2 bedrooms	£6,000
3 bedrooms	£7,000
4 bedrooms	£9,000
5 or more bedrooms	£12,000

Please note: If **your Schedule** indicates that **you** have limited **contents** cover of £10,000, the most **we** will pay for **valuables** in **your home** is £3,000. The limit of £3,000 applies regardless of the number of **bedrooms** in **your home**.

The most **we** will pay for any one **valuable** is £2,500 unless it has been specified by **you** and is shown on **your Schedule** listed as a specified item.

How much we will pay – Optional cover

Personal Belongings

The amount shown in **your Schedule**

- Unspecified Items - The most **we** will pay for any one item, pair or set is £1,000
- Specified Items - The amount shown in **your Schedule**

Pedal Cycles Cover

The amount shown in **your Schedule**

Garden Cover

The most **we** will pay is:

Professional garden design fees and expenses	£2,500
Loss or damage to your garden	£1,500
Contents in the open	£2,000

Home Legal Expenses Cover

£50,000

We will not reduce these limits if **you** make a claim, unless the claim is to do with the total loss of a specified item, pair or set or pedal cycle.

General Exceptions that apply to the whole policy

This policy does not insure the following:

1. Any loss or damage caused deliberately by **you** or any person who **you** have given permission to be in **your home**.
2. Any property (which is not **business equipment**) or money **you** own, hold in trust or use in connection with any business, profession or trade. Nor any legal liability arising directly or indirectly from any business, profession or trade.
3. Any property or liability insured under a more specific policy.
4. Any fall in market value as a result of repairs or reinstatement.
5. Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
6. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
7. Incidents which took place before the start of this insurance.
8. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
9. Any legal liability, loss or damage to any property, or any resulting loss or expense directly or indirectly caused by or contributing to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
 - the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
10. Loss, damage or liability or injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the **property**; and reported to **us** within 30 days of the end of the period of insurance.
- leakage of oil from a domestic oil installation at **your home**.
In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
11. Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
12. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
13. Fraudulent claims
Any claim that **you**, anybody insured by this policy or anyone acting for **you**, knowingly makes under the policy:
 - that is found to be false, fraudulently inflated or supported by false documents; or
 - where loss, damage or injury is caused by **your** or their wilful act or connivance; or
 - having failed to disclose or knowingly withheld any relevant information; or
 - having obtained services or goods dishonestly; or
 - having conspired with another to make a false report.These claims will be investigated and may be prosecuted by **your insurer**. Details will be passed to the Police and fraud prevention agencies. Any claim considered to be fraudulent will not be met and all cover under the policy will be forfeited.

General Conditions that apply to the whole policy

1. The **policyholder** can transfer the **policyholder's** interest in this insurance to someone else with **our** written permission.

2. Cancellation within the first 14 days

If **you** cancel **your** policy within 14 days of receiving it **Saga** 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, **Saga** 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 paragraph below.

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 **Saga** on 0845 307 3990 or write to **Saga** at Saga Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ to cancel **your** policy. Cancellation is effective from the date **your** letter is received.

Saga will refund any premium owing to **you** on a pro-rata basis, if **you** have not made a claim. **Saga** will deduct an **administration fee** from **your** refund. Please be advised that the Home Legal Expenses Cover premium is non-refundable after the first 14 days.

We 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. **Saga** will deduct an **administration fee** from **your** refund.

3. **You** must do all that **you** can reasonably do to avoid injury, loss or damage and protect **your property**. **You** must make sure other people do the same.
4. The **policyholder** must contact **Saga** as soon as possible about any change which may affect this insurance, this includes any changes concerning the **policyholder**, their spouse/partner, relatives and domestic employees, normally living at **your home** or changes to the **property** including major building work. If **you** are not sure if a change is relevant, contact **Saga**. When **you** renew **your** policy, **you** must also tell **Saga** if the **policyholder**, their spouse/partner, relatives and domestic employees, normally living at **your home** have been declared bankrupt or convicted of any criminal offence.
5. The terms and conditions and all other information concerning this insurance are supplied in the English language and **we** undertake to communicate in this language for the duration of the policy.
6. Save for the rights granted to **Saga** under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.
7. 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 insurance and the circumstances of **your** claim. Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk.

Help and advice from Saga

Saga knows that you may need practical help at any time, night or day, so we have arranged these useful helplines which you can use 24 hours a day, 365 days a year.

Saga Legal Services – sagalegalservices.co.uk

The easy way to create official legal documents. If you need to make a Will, write a letter of complaint or draft a legal document, Saga's Legal Service website contains a wide range of professionally written legal documents that you can adapt quickly and easily to suit your needs. Our online solicitor can then check your document in complete confidence, help you perfect it and send you the final version to sign and use. Saga offers over 50 documents free to its customers with Home Legal Expenses Cover, or for a small fee for non Home Legal Expenses Cover policyholders.

24-hour legal advice helpline - 0845 366 1100 from the UK or +44 208 253 6898 from abroad

You can receive confidential legal advice over the phone on any personal legal problem, such as neighbour disputes or consumer law, from our qualified legal experts. We offer advice relating to the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. There is no limit to the number of calls you can make and you can rest assured that your conversation will be treated in the strictest confidence. The Saga helpline does not provide cover for any costs you have to pay because you followed the advice given. However, you may be able to claim if you have taken out the optional Home Legal Expenses Cover. Please read 'How to make a claim' on page 43 of this booklet for details.

The following helplines are only available to Home Legal Expenses Cover policyholders. Please have your policy number to hand when you call.

24-hour tax advice helpline - 0845 366 1100 from the UK or +44 208 253 6898 from abroad

You can receive confidential advice over the telephone on personal tax matters.

Specialists are available to give information and advice on personal tax problems, and the tax implications of a variety of subjects such as investments, property, trusts, inheritance and pensions. There is no limit to the number of times you can use this service.

24-hour counselling helpline - 0845 366 1100 from the UK or +44 208 253 6898 from abroad

You can take advantage of our confidential counselling service over the telephone including, where appropriate, onward referral to relevant voluntary or professional services (at your expense). Calls to this service are not recorded. Counsellors are qualified and experienced members of The British Association for Counselling and Psychotherapy and are covered by their code of Ethics and Practice. They are trained to listen and guide on any range of emotional issues, including relationships, bereavement, depression, stress and anxiety. In the event of a trauma, for example burglary, mugging, or illness, counsellors will talk you through your problems and help you find ways of overcoming them. There is no limit to either the length of your calls, or how often you can use this service.

Protecting your property

This advice section is to help you and it does not form any requirement or exclusion as part of the policy.

If you are unfortunate enough to suffer loss or damage to your property, your insurance policy can help put things right. However, even settling a claim quickly may not compensate you for the worry and inconvenience you have suffered. In many cases, you can prevent loss or damage, so we have listed below some hints to help you protect your property.

Fire

- Make sure that you have proper fire guards for any open fires.
- Check all electrical and heating appliances regularly, especially if you use portable heaters.
- Make sure that you use the correct fuses and do not overload the circuits.
- Switch off power points when you are not using them and remove plugs from all wall sockets at night, especially television sets and electric blankets.
- Make sure you get your electrical wiring checked from time to time.
- Kitchens are a major source of fires, so always keep an extinguisher and a fire blanket handy for an emergency.
- Never leave the room if you have a chip pan on.
- Fit a smoke alarm. Carry out regular checks to make sure that the alarm is working.

Flood

- If you think a flood is likely, take as many of your possessions as possible upstairs.

Burst pipes

- Lag all your water pipes and tanks that you can get to, not forgetting the loft.
- If your pipes freeze, turn off the water at the mains and thaw them out slowly using hot water bottles. Never use a blowlamp or heater with a naked flame.

Theft

- Fit good-quality locks to all your doors and windows.
- Keep doors and windows locked, especially when you go out.
- Fit a chain and 'door viewer' so you can check the identity of callers. (This is like a 'peep-hole' which lets you see callers without being seen). Never let anyone into your home if they cannot prove their identity.
- Leave a light on if you go out in the evening.
- Close and lock your garage, shed and other outbuildings when you are not using them.
- Lock away garden equipment and tools, especially ladders.
- Do not leave keys outside your home.
- When you go away, cancel all deliveries and ask a friend or neighbour to move letters off your doormat and keep an eye on your home.
- Keep valuables out of sight.

Valuations

- These can help keep your policy up to date by ensuring that your specified items are adequately covered.

Finally, keep a detailed description and photographs of your property. If you do need to make a claim, this will help us handle your claim quickly and will also help the police in their investigations. If you need any more advice, we will be pleased to help.

Combating fraud

Fair processing notices

As part of our fraud prevention process we will complete a number of enquiries to check the details you provide us with. 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.

Saga and other organisations may also access and use this information to prevent fraud and financial crime, for example, when:

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

Saga and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies in the United Kingdom.

If you would like to receive details of the fraud prevention agencies we use, please contact the Head of Fraud, Saga Services Limited, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

This Policy Booklet is also available in large print, audio and Braille.
If you require any of these formats please contact us on **0845 307 3990**.

If you have a hearing or speech impairment, you can also contact us by e-mailing dda@saga.co.uk

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