

# **Saga Home Insurance**

Cover Plus policy book

SAGA

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Saga Services Limited has arranged for Saga Home Insurance to be underwritten by London and Edinburgh Insurance Company Limited. Registered in England, Number 924430. Registered Office: 8 Surrey Street, Norwich NR1 3NG. London and Edinburgh Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Saga Services Limited deals with a limited number of underwriters and selects a single underwriter for each type of insurance. The additional cover options in this booklet are underwritten by London and Edinburgh Insurance Company Limited, with the exception of Legal Expenses Cover which is underwritten by DAS Legal Expenses Insurance Company Limited (Company Number 103274). Registered address: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. DAS is authorised and regulated by the Financial Services Authority.

These details can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling 0845 606 1234.

Dear customer

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 carefully, together with your policy Schedule, 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 contents or buildings policy. If you are interested in any extra cover, we will be happy to offer advice and give you a quotation.

I trust you will find that this policy, together with the special Saga helpline services explained on page 32 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 on page 25.

Yours sincerely

A handwritten signature in black ink that reads "Andrew Goodsell." The signature is written in a cursive style with a horizontal line underneath.

Andrew Goodsell  
Chief Executive

# Welcome

The words shown in bold print or capital letters are defined on pages 5 and 6.

The contract of insurance between **you** and **us** is made up of this policy booklet, the Schedule, Statement of Insurance, and any endorsements shown on the endorsement sheet. It is based on the information **you** have given **us**.

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

**You** agree to pay the premium and to keep to the conditions of the contract of insurance. If **you** arrange to pay by Direct Debit 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 the 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.

## Renewal process

**You** will be sent a renewal invitation 21 days before **your** renewal date which will include **your** premium for the next year. If **you** choose to pay by Direct Debit, **we** 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 **you** will need to cancel **your** Direct Debit mandate with the bank.

## Important

### Personal information

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

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

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

# Glossary of terms

We have defined below some words and phrases which appear throughout the policy. They have the meanings shown next to them, and are shown in bold print or capital letters.

**Administration fee** The amount shown in **your** documents as an administration fee, relating to the amount Saga Services Limited may charge from time to time for administering **your** insurance **policy**.

**Buildings** **Your home** or **your new 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.

**Business equipment** Personal computers, keyboards, visual display units, printers, stationery, word processing equipment, desk-top publishing units, multi-user small business computers, computer-aided design equipment, facsimile machines, photocopiers, typewriters, telecommunications equipment and office furniture which **you** own or is in **your** possession.

**Compulsory evacuation** When **your buildings** 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 or safety from something external to **your buildings**.

**Contents** Anything which **you** own or is in **your** possession.

Contents does not include the following:

- Anything covered by any other insurance or more specifically insured by this policy
- **Your home** (except fixtures, fittings and decorations belonging to **you**, where **you** are the tenant) or any other building
- Motor vehicles (but not motorised gardening equipment or wheelchairs) and their trailers, trailer tents, caravans, aircraft and boats (unless models or hand propelled), or their accessories and parts
- Animals
- Trees, shrubs or plants
- Contact or corneal lenses
- **Credit cards**.

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

**Empty**

- Not having enough furniture for normal living purposes, or
- Furnished for normal living purposes but not lived in for more than 60 days in a row.

**Endorsement** Any variation or addition to this policy.

**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.

<b>Home</b>	<p><b>Your</b> house as described in <b>your</b> Schedule and its garages, sheds and outbuildings, used only for domestic purposes.</p> <p><b>Your</b> home must be built of brick or stone and roofed with slates or tiles, unless <b>we</b> have agreed otherwise.</p>	<b>Terrorism</b>	<p>Terrorism is defined as any act or acts including, but not limited to:</p> <ul style="list-style-type: none"> <li>• the use or threat of force and/or violence and/or</li> <li>• harm or damage to life or property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means</li> </ul> <p>caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.</p>
<b>Kitchen appliances</b>	<p>Dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which <b>you</b> own.</p>		
<b>New home</b>	<p>The private house and its garages and outbuildings that <b>you</b> have exchanged contracts to buy and will occupy as <b>your</b> permanent <b>home</b>.</p>		
<b>Personal belongings</b>	<p>Property <b>you</b> normally wear or carry in everyday life.</p> <p>Personal belongings does not include:</p> <ul style="list-style-type: none"> <li>• <b>personal money</b>;</li> <li>• pedal cycles; or</li> <li>• any item, pair or set which would cost more than £1,000 to replace.</li> </ul>	<b>Valuables</b>	<p>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 <b>you</b> own or is in <b>your</b> possession.</p>
<b>Personal money</b>	<p>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 <b>you</b> hold for personal purposes.</p> <p>Personal money does not include:</p> <ul style="list-style-type: none"> <li>• lottery and raffle tickets;</li> <li>• air miles vouchers and cards; or</li> <li>• promotional vouchers and cards.</li> </ul>	<b>We, Our, Us</b>	<p>London and Edinburgh Insurance Company Limited.</p>
		<b>You, Your</b>	<p>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 lives with you in your <b>home</b>. This does not include lodgers and other guests.</p>

## Future underwriter changes

**Your** Saga Home Insurance policy is currently provided and underwritten by London and Edinburgh Insurance Company Limited as part of an agreement between Saga Services Limited and London and Edinburgh. If **you** have selected any additional cover options, these may be provided by different insurers to the main policy. 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 and the cost of rebuilding **your** property is more than **our** standard buildings limit, **we** will index-link the amount 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 and the cost of replacing all **your contents** as new is more than **our** standard contents limit, **we** will index-link the amount shown on **your** Schedule. **We** use the Retail Price Index or another appropriate index. **We** do not apply index-linking to **our** standard limit.

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

# Buildings Cover Plus

**Your** Schedule shows if **you** are covered under this section of the policy. This section should be read in conjunction with General Conditions on pages 30 to 31, General Exclusions on page 24 and How to make a claim on pages 25 to 26.

**We** cover the following

Any loss or damage to **your buildings**, including additional costs and expenses which **we** have agreed to in writing, for:

- complying with statutory or other building regulations or by-laws;
- architect's, surveyor's or other professional fees;
- clearing rubble from the site, demolishing or propping up;
- locating and gaining access to any leak and repairing;
- loss or damage caused by domestic pets; or
- loss or damaged caused by scratching or denting.

Any reasonable costs and expenses for rent and other accommodation which **we** have agreed to in writing:

- following loss or damage to **your buildings**; or
- for a maximum period of 30 days, following a **compulsory evacuation** of **your buildings**.

When **you** sell **your buildings**, **we** will also cover **your** buyer until the sale is completed (unless the buyer is insured under any other policy).

Subject to formal acceptance from **us** of **your new home** and **your** agreement to any terms and conditions which may apply **we** will cover loss or damage to the **buildings** of **your new home** if **you** have exchanged contracts but **you** are not occupying as **your home**. Please contact **us** on 0845 366 1607 to arrange this cover prior to exchanging contracts on **your new home**.

**Your** legal liability as owner of the **buildings**, including the land belonging to the **buildings** (and any private house previously owned and occupied or leased and occupied by **you**) following:

- accidental death, bodily injury, illness or disease to any person; and/or
- loss or damage to property.

If **you** die, **we** will cover **your** legal personal representatives in respect of **your** legal liability.

## We do not cover the following

The first £50 of each claim or as indicated in **your** policy Schedule (this does not apply to **your** legal liability).

The first £1,000 of each claim for damage caused by movement of the **buildings**, or as indicated in your policy Schedule.

Mechanical or electrical fault, failure or breakdown.

Loss or damage caused by:

- movement to solid floor slabs unless the foundations beneath the outside walls of **your home** are damaged at the same time by the same cause;
- movement to boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming pools or ornamental pools, tennis courts, septic tanks, or central-heating gas or oil tanks unless **your home** is damaged at the same time by the same cause;
- made-up ground settling or new structures bedding down;
- the coast or river bank being worn away;
- storm or flood to timber gates, fences and hedges;
- collision to hedges;
- structural changes, structural repairs or demolition; or
- faulty workmanship, faulty design or using faulty materials.

The cost of preparing a claim.

Any loss or damage caused:

- deliberately by a person who **you** have given permission to be in **your home**;
- by malicious persons or vandals, escape of water or theft when **your home** is **empty**.

**Your** legal responsibility for:

- accidental death, bodily injury, illness or disease to **you** or **your** domestic employees;
- loss or damage to property which **you** own or is in **your** possession; or
- faulty work to any private house previously owned and occupied or leased and occupied by **you**, which happens more than seven years after this policy cancels.

**Your** legal responsibility arising from:

- any business or employment involving **you**;
- any deliberate act;

## We do not cover the following

- any contract or agreement unless **you** would have been liable anyway if that contract or agreement did not exist;
- owning, possessing or using any of the following:
  - mechanically or electrically propelled vehicles (other than domestic gardening equipment, golf trolleys or vehicles for the disabled which are not required to be registered for road use);
  - caravans;
  - watercraft (other than surfboards, windsurfs and models or toys); or
  - aircraft (other than models or toys).

### Loss or damage to **your new home**:

- if **you** are not occupying **your new home** within 8 weeks from the exchange date;
- caused by water which has leaked or overflowed from, or has frozen in, any fixed domestic drain, water or heating installation, appliance or piping when **your new home** is not lived in from the date of exchange of contracts to **you** moving in date unless **you** have arranged to turn off the gas and water supplies at the mains and drain the water system, or **you** have arranged to leave a central heating system working to prevent freezing, in which case the temperature control must be set to at least 58 degrees Fahrenheit (14 degrees Centigrade) at all times during the period 1 October to 31 March inclusive;
- if the **buildings** of **your new home** are insured under any other policy;
- if the joint rebuilding cost of **your buildings** and **your new home** exceed the sum insured limit shown on **your** Schedule;
- during any renovation/alteration to **your new home**.

## Contents Cover Plus

**Your** Schedule shows if **you** are covered under this section of the policy. This section should be read in conjunction with General Conditions on pages 30 to 31, General Exclusions on page 24 and How to make a claim on pages 25 to 28.

**We** cover the following

Any loss or damage to **your contents**:

- in **your home** and within the boundaries of the land belonging to **your home** including loss or damage caused by scratching or denting, or domestic pets;
- while they are being transferred (in the United Kingdom) between **your home** and **your new home** or to or from a furniture storage facility, bank or safe deposit including loss or damage caused by scratching or denting, or domestic pets; or
- when **you** take them away from **your home** on a temporary basis anywhere in Europe caused by:
  - fire, smoke, explosion, lightning or earthquake;
  - riot, civil commotion, strike, labour or political disturbance;
  - malicious acts or vandalism;
  - being hit by aircraft, flying objects or anything dropped from them, vehicles, animals, falling trees, branches, or aerials, satellite dishes, masts and their fittings;
  - storm or flood;
  - subsidence or ground heave of the site on which the **buildings** stand or landslip;
  - water or oil that has leaked from any fixed domestic, water or heating installation, appliance, piping or drain; or
  - theft or attempted theft.

Loss or damage in **your new home** to furniture, soft furnishings and free-standing **kitchen appliances** for seven days prior to moving into **your new home**.

Loss or damage to **your** visitors' personal belongings whilst in **your home**.

Loss of oil from **your** domestic heating system or metered water.

Installing new locks or replacing lock mechanisms to **your home** and safes and alarms in **your home** if the keys are lost or stolen.

Any reasonable costs and expenses for rent and other accommodation which **we** have agreed to in writing, following loss or damage to **your contents**.

## We cover the following

Following a violent crime committed against **you** by a third party at **your home**, **we** will pay for;

- professional counselling fees;
- temporary accommodation up to a maximum of seven days after the event or to carry out agreed improvements to physical security at the **home**; and
- necessary conveyancing, removal and estate agency fees if, within 90 days of the event, **you** feel compelled to move house and had not already planned to do so.

A reward for information, which leads to the arrest and conviction of the person(s) criminally responsible for theft, attempted theft or violence against **you** in the **home**.

Necessary alterations to the **home** if **you** are permanently disabled as a result of an accident in the **home** during the period of cover as indicated in **your** policy Schedule.

Fatal injury to **you** in **your home** as a direct result of fire, explosion, lightning or intruders where death occurs within twelve months of such injury.

**Your** legal liability as a private individual following accidental death, bodily injury, illness or disease to any person and loss or damage to property. If **you** die, **we** will cover **your** legal personal representatives in respect of **your** legal liability.

Unrecovered court awards where **you** have not received full payment within three months of the date of the award (no appeal pending) and where **you** would have been covered for legal liability under this policy had the award been made against **you**.

For each day that **you** serve as a juror in a court of law **we** will pay **you** an amount per day.

## We do not cover the following

The first £50 of each claim or as indicated in **your** policy Schedule, except for claims arising from fatal injury, **your** legal liability and unrecovered court awards.

Mechanical or electrical fault, failure or breakdown.

The cost of preparing a claim.

Loss or damage to deeds and documents while they are away from **your home**.

Loss or damage to **personal money** away from **your home** or in the open within the boundaries of the land belonging to **your home**.

## We do not cover the following

Loss or damage to the **contents** while they are away from **your home**:

- in a furniture storage facility;
- by theft unless someone uses force and violence to go into or leave a building;
- while **you** are in full-time education and living away from **your home**; or
- caused by storm or flood unless contained in a building.

Any loss or damage caused:

- deliberately by a person who **you** have given permission to be in **your home**;
- by malicious persons or vandals, escape of water or theft when **your home** is **empty**.

Loss or damage in **your new home** to furniture, soft furnishings and free-standing **kitchen appliances**:

- caused by water which has leaked or overflowed from any fixed domestic drain, water or heating installation or piping when **your new home** is not lived in during the seven days prior to **you** moving in date, unless **you** have arranged to turn off the gas and water at the mains and drain the water system, or **you** have arranged to leave a central heating system working to prevent freezing, in which case the temperature control must be set to at least 58 degrees Fahrenheit (14 degrees Centigrade) at all times during the period 1 October to 31 March inclusive;
- occurring more than seven days prior to **you** moving in date.

Loss or damage in **your new home**, to **valuables** and electrical items other than free-standing **kitchen appliances**.

**Your** legal responsibility arising from:

- any business or employment involving **you**;
- any deliberate act;
- any contract or agreement unless **you** would have been liable anyway if that contract or agreement did not exist;
- owning, possessing or using any of the following:
  - mechanically or electrically propelled vehicles (other than domestic gardening equipment, pedal cycles, golf trolleys or vehicles for the disabled which are not required to be registered for road use);
  - caravans;
  - watercraft (other than surfboards, windsurfs and models or toys);
  - aircraft (other than models or toys);
  - the ownership of **your home** and any other buildings or land;
  - accidental death, bodily injury, illness or disease to **you**; or
  - owning or caring for dogs shown in the Dangerous Dogs Act 1991 and any amending laws.

## Personal Belongings In and Away From Home Cover

### Cover Plus 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. This section should be read in conjunction with General Conditions on pages 30 to 31 and General Exclusions on page 24 and How to make a claim on pages 25 to 29.

#### We cover the following

Loss or damage to **personal belongings you** own while they are in **your home**, within the boundaries of the land belonging to **your home** or anywhere else in the world.

The most **we** will pay for any one item, pair or set is £1,000.

The most **we** will pay in total for any one event is the amount shown in **your** Schedule.

#### We do not cover the following

The first £50 of each claim.

Loss or damage to **personal belongings** contained in **your** student accommodation while away from **your home** for the purpose of attending college, university or boarding school.

Loss or damage caused by:

- mechanical or electrical fault, failure or breakdown; or
- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.

Loss or damage to:

- reeds, strings or skins of musical instruments;
- pedal cycles and their accessories, camping equipment, contact or corneal lenses;
- furniture, household goods, food or property **you** own or use at any time for business, professional or trade purposes;
- motor vehicles, trailers, caravans, boats or any accessories, keys or associated equipment;
- car audio equipment, audiovisual equipment (other than video cameras or camcorders);
- computer equipment (other than laptops, Personal Digital Assistants and their accessories) or disks;
- articles of china or glass other than spectacles, watch faces or camera lenses; or
- **personal money, credit cards**, deeds and documents.

## Cover Plus 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 by this policy are listed under the specified item section. This section should be read in conjunction with General Conditions on pages 30 to 31 and General Exclusions on page 24 and How to make a claim on pages 25 to 29.

### We cover the following

Loss or damage to specified items shown in **your** Schedule belonging to **you**, while they are in **your home**, within the boundaries of the land belonging to **your home** or anywhere else in the world.

The most **we** will pay for any one item is the value shown against it in **your** Schedule.

### We do not cover the following

The first £50 of each claim.

Loss or damage to specified items contained in **your** student accommodation while away from **your home** for the purpose of attending college, university or boarding school.

Loss or damage caused by:

- mechanical or electrical fault, failure or breakdown; or
- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.

Loss or damage to reeds, strings or skins of musical instruments.

## 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. This section should be read in conjunction with General Conditions on pages 30 to 31 and General Exclusions on page 24 and How to make a claim on pages 25 to 29.

### We cover the following

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.

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 first £50 of each claim.

Any claim outside the United Kingdom unless **we** specifically agree beforehand to provide cover and **you** pay any extra premium **we** require.

Loss or damage to pedal cycles contained in **your** student accommodation while away from **your home** for the purpose of attending college, university or boarding school.

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 (squirrels are not classed as 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.

## Personal Money and Credit Cards 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. This section should be read in conjunction with General Conditions on pages 30 to 31 and General Exclusions on page 24 and How to make a claim on pages 25 to 29.

### We cover the following

Loss or damage to **personal money you** own while it is anywhere in the world.

Financial loss because someone has fraudulently used a **credit card** belonging to **you**. This cover applies anywhere in the world.

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

### We do not cover the following

The first £50 of each claim.

Loss or damage to **personal money** and **credit cards** contained in **your** student accommodation while away from **your home** for the purpose of attending college, university or boarding school.

Loss or theft of any **credit card you** do not tell the credit card company about immediately when **you** discover the loss or theft.

Financial loss if **you** have not kept to the conditions of the **credit card**.

Loss or damage caused by:

- not using the **credit card** properly; or
- shortages caused by mistakes.

## 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. This section should be read in conjunction with General Conditions on pages 30 to 31 and General Exclusions on page 24.

### Glossary of terms

**We** have defined below some words and phrases which appear throughout this section of the policy. They have the meanings shown next to them, and are shown in bold print or capital letters. They only apply to this section.

#### Adviser

The lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for **you** according to the terms of this section.

#### Costs and expenses

##### (a) Legal costs

All reasonable and necessary costs chargeable by the **adviser**.

##### (b) Accountant's costs

All reasonable and necessary costs chargeable by the **adviser**.

##### (c) Opponents' costs

**We** will also pay the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with **our** agreement.

#### Date of occurrence

- (a) For civil cases (except under paragraph 5, Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.
- (b) For criminal cases, the date of occurrence is when **you** began, or are alleged to have begun, to break the criminal law in question.
- (c) For a **full enquiry**, the date of occurrence is when the Inland Revenue first notifies **you** in writing of its intention to make enquiries.

#### Full enquiry

An extensive examination by the Inland Revenue which considers all aspects of **your** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.

#### Territorial limit

For paragraph 2, Contract disputes and paragraph 3, Bodily injury:  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents:  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### We, our, us

DAS Legal Expenses Insurance Company Limited.

## We cover the following

### 1. Employment disputes

**We** will negotiate for **your** legal rights in a dispute arising from **your** contract of employment.

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### 2. Contract disputes

**We** will negotiate for **your** legal rights:

- arising from an agreement or an alleged agreement for:
  - i. the buying, leasing or hiring in of any goods or services; or
  - ii. the selling of any goods;
- in a contractual dispute or for misrepresentation arising from an agreement for the buying or selling of **your home**;

provided that:

- **you** have entered into the agreement or alleged agreement during the period of insurance; and
  - the amount in dispute is more than £100.
- 

### 3. Bodily injury

**We** will negotiate for **your** legal rights in a claim against a party who causes **your** death or bodily injury.

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### 4. Property protection

**We** will negotiate for **your** legal rights in a civil action, and/or arrange mediation for a dispute relating to material property (including **your home**) which is owned by **you** or for which **you** are responsible, following:

- an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
- a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your home**, or some right over, or in connection with it); or
- a trespass.

## We do not cover the following

### Costs and expenses for:

- disciplinary hearings or internal grievance procedures; or
  - any claim relating solely to personal injury.
- 

Any claim relating to:

- a contract regarding **your** trade, profession, employment or any business venture;
  - construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
  - a contract involving a motor vehicle;
  - the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
  - a dispute arising from any loan, mortgage, pension, investment or borrowing.
- 

Any claim relating to:

- illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
  - defending **your** legal rights, but defending a counter-claim is covered.
- 

The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

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Any claim relating to:

- a contract entered into by **you**;
- any building or land other than **your home**;
- someone legally taking **your** material property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority unless the claim is for accidental physical damage;

## We cover the following

### 5. Tax protection

**We** will negotiate for **your** legal rights, and represent **you** in any appeal proceedings, in the event of a **full enquiry** into **your** personal tax affairs.

### 6. Legal defence

**We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:

- **you** being prosecuted in a court of criminal jurisdiction; or
- civil action being taken against **you** under legislation for unlawful discrimination; or
- civil action being taken against **you** under section 13 of the Data Protection Act 1998.

**We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We** agree to provide the insurance in this section of the policy, as long as:

- (a) the **date of occurrence** of the incident is during the period of insurance and within the **territorial limit**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (c) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all insured incidents, **we** will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that **you** want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

**We** will only pay the **legal costs** and **accountant's costs** charged by an **adviser** appointed by **us**.

## We do not cover the following

- work done by any government or public or local authority unless the claim is for accidental physical damage;
- a motor vehicle owned or used by, or hired or leased to **you**;
- mining subsidence.

Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.

The tax affairs of a company, or any claim if **you** are self-employed, a sole trader, or in business partnership.

An investigation by the Special Compliance Office.

Parking or obstruction offences.

The driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

## Claims settlement

The most **we** will pay for any claim or series of claims arising from one event is £50,000.

## Exclusions

**We** will not pay for the following:

A claim reported to **us** more than 180 days after **you** should have known about the insured incident.

Claims relating to:

- anything which happened before **you** took out this legal expenses insurance;
- a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement; or
- fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- an insured incident intentionally brought about by **you**;
- **your** alleged dishonesty or alleged violent behaviour;
- written or verbal remarks which damage **your** reputation.

An application for judicial review.

**Costs and expenses** incurred before **our** written acceptance of a claim.

A legal action **you** take which **we** or the **adviser** have not agreed to, or where **you** do anything that hinders **us** or the **adviser**.

A dispute with **us** not otherwise dealt with under Condition 2 - paragraph headed Arbitration.

The Contract (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interests.

A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## Conditions

Please read these conditions carefully. They are an important part of the policy.

### 1. Policy terms

**You** must:

- keep to the terms and conditions of this policy;
- send everything **we** ask for, in writing;
- give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need;
- try to prevent anything happening that may cause a claim;
- take reasonable steps to keep any amount **we** have to pay as low as possible.

### 2. Choice of adviser

**You** are free to choose an **adviser** (by sending **us** a suitably qualified person's name and address) if:

- **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
- there is a conflict of interest.

In all circumstances except those above, **we** are free to choose an **adviser**.

**We** may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **adviser** in these circumstances, **you** may choose another suitably qualified person.

Any **adviser** will be appointed by **us** to represent **you** according to **our** standard terms of appointment. The **adviser** must co-operate fully with **us** at all times.

### Arbitration

If **we** and **you** disagree about the choice of **adviser**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter. **We** and **you** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

### If the adviser withdraws

If the **adviser** refuses to continue acting for **you** or if **you** dismiss the **adviser**, the cover **we** provide will end at once, unless **we** agree to appoint another **adviser**.

### If you withdraw

If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to an **adviser**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses we** have paid.

## 3. Claims - your duty

**You** must:

- give the **adviser** any instructions that **we** require;
- tell **us** if anyone offers to settle a claim. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**;
- tell the **adviser** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this;
- take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered;
- co-operate fully with **us** and the **adviser** and must keep **us** up to date with the progress of the claim.

## 4. Claims - our rights

**We** can take over and conduct any claim or legal proceedings in **your** name, at any time and **we** can negotiate any claim on **your** behalf.

**We** will have direct contact with the **adviser**.

**We** may decide to pay **you** the amount of damages that **you** are claiming, or which is being claimed against **you**, instead of starting or continuing legal proceedings.

## 5. Chances of success

If **we** are satisfied that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the **costs and expenses**.

**We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

## How to make a claim

If an event happens for which **you** require legal advice, please contact **our** legal helpline on **0845 9000 013**.

If **you** wish to submit a claim, first check the Schedule and policy to make sure that the event is covered. If **you** are in any doubt and would like further advice, please contact **our** legal helpline. In most cases **you** will be asked to forward full details in writing so that **our** claims team can review **your** claim and determine whether the event is covered.

Please write to **us** at:

Claims Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol BS1 6NH

Claims can also be e-mailed to **NewClaims@das.co.uk**

Please read General Conditions 1 to 5 for details of the claims conditions.

Claims are usually handled by an **adviser** appointed by **us**, but sometimes **we** deal with claims ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

**We** may ask **you** to complete a claim form.

# General Exclusions

We will not pay for the following:

## 1. War

Any loss, damage, legal liability or consequential loss whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event:

- War, invasion, act of foreign enemy, hostilities, or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- Any action taken in controlling, preventing, suppressing or in any way relating to the above.

## 2. Terrorism

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

## 3. Radioactive contamination

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

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

## 4. Confiscation

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

## 5. Damage that already exists and deliberate damage

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

## 6. Deception

Any loss or damage caused by deception unless the only deception is gaining entry to **your home**.

## 7. Wear and tear

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

## 8. Loss of value and consequential loss

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

## 9. Business property and legal responsibility

- Any property (which is not **business equipment**) or money **you** own, hold in trust or use in connection with any business, profession or trade.
- Any legal responsibility arising directly or indirectly from any business, profession or trade.

## 10. Pollution

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

## 11. Date recognition

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

# 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 the Schedule and policy to make sure that the event is covered.
2. Please read General Conditions 1 and 2 on page 30 for details of the claims conditions. For Legal Expenses claims please also read the conditions on pages 21 to 23.
3. If the event is covered, or if **you** are in any doubt, call the relevant number on the back cover of this booklet.

**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 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 which 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 which happens at the same time by the same cause, **we** will take off a maximum of one standard excess. **We** will then take off any voluntary or compulsory excess applicable to the sections, as shown on **your** Schedule or endorsement sheet. **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 much we will pay - Buildings Cover Plus

If **you** suffer loss or damage to any part of **your buildings**, at **our** option **we** will either:

- pay the reasonable cost of repairing or rebuilding; or
  - repair or rebuild;
- the loss or damage.

If repair or rebuilding work is not carried out, **we** will pay an amount to cover the reduction in market value of **your buildings** resulting from the damage. **We** will not pay more than the cost to **us** (after any discounts available from **our** approved suppliers) of repairing or rebuilding the **buildings**.

In the event that parts of **your buildings** are damaged and cannot be repaired and, if the damaged item is part of a set and **we** cannot arrange an exact replacement, **we** will replace the whole set as new.

It is **your** responsibility to keep **your home** in a good state of repair. Please ensure that roofs, particularly flat roofs, are not showing signs of wear and tear or tiled roofs have tiles missing. **Your** policy does not cover claims arising from wear and tear or gradual deterioration.

**We** may take off an amount for wear and tear if:

- the **buildings** are in a poor state of repair; or
- the cost of rebuilding the **buildings** in the same form, size, style and condition as when new is more than the sum insured shown on **your** Schedule at the time of loss or damage.

The most **we** will pay for any one event is as follows (unless a different amount is shown on **your** Schedule).

### Buildings

the **buildings** sum insured shown on **your** Schedule

plus

- Complying with building regulations;
- Architects', surveyors' or professional fees;
- Clearing rubble, demolishing or propping up; and
- Locating and gaining access to any leak.

**Your** liability as owner of the **buildings**

£2,000,000 for any one event (plus other costs and expenses which **we** have agreed to in writing).

**We** will not reduce these limits if **you** make a claim.

If **you** specify **your** sum insured and the rebuilding value of **your buildings** is more than **our** standard limit, **we** will index-link the amount for which **your buildings** are insured. **We** will continue to index-link the sum insured shown on **your** Schedule after you claim for loss or damage insured under paragraphs 1 to 11 of buildings cover while the **buildings** are being repaired or rebuilt, as long as **you** take all reasonable steps to make sure the work is carried out straight away.

## How much we will pay - Contents Cover Plus

If **you** suffer loss or damage to any of **your contents**, at **our** option **we** will either:

- repair (using a supplier approved by **us**);
  - pay the reasonable cost of repairing;
  - arrange for the replacement as new using a supplier approved by **us**. This may involve the issue of vouchers;
  - pay the reasonable cost of replacing as new; or
  - make a cash payment for;
- the loss or damage.

If **we** make a cash payment, this will not be more than the cost to **us** (after any

discounts available from **our** approved suppliers) of replacing or repairing the lost or damaged item or items as new.

In the event that **your contents** are lost or damaged, if the lost or damaged item is part of a set and **we** cannot repair the damaged item or arrange an exact replacement, **we** will replace the whole set as new.

**You** will receive new for old cover on all **your contents** (where repair or replacement is not possible) including clothing and linen, however **we** may take off an amount for wear and tear if the cost of replacing all **your contents** as new is more than the sum insured shown on **your** Schedule at the time of loss or damage.

The most **we** will pay for any one event is as follows (unless a different amount is shown on **your** Schedule).

### Contents

Up to the total **contents** sum insured shown on **your** Schedule

- For one month before and one month after **your** wedding day, this amount is increased by 10%
- During the month of the following religious festivals this amount is increased by 10%:

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)

### Business equipment

£5,000

**Contents** within the boundaries of the land belonging to **your home**

£1,000

Deeds and documents

£1,000

Frozen food

up to total **contents** sum insured shown on **your** Schedule

Loss of oil

up to total **contents** sum insured shown on **your** Schedule

Loss of metered water

up to total **contents** sum insured shown on **your** Schedule

### Personal money

£500

Replacement locks	up to total <b>contents</b> sum insured shown on <b>your</b> Schedule		
Improvements <b>you</b> make as a tenant	10% of the <b>contents</b> sum insured shown on <b>your</b> Schedule		
Visitors' <b>personal belongings</b>	£1,000		
Jury Service	£1,000 (£25 per day)		
Moving <b>home</b> - cover for <b>your new home</b>	Up to £5,000 for furniture, soft furnishings and <b>kitchen appliances</b> in <b>your new home</b>		
<b>Valuables</b> in total	The amount depends on the number of bedrooms in <b>your home</b> as follows:		
	1 bedroom	£5,000	4 bedrooms
	2 bedrooms	£6,000	5 or more bedrooms
	3 bedrooms	£7,000	£9,000
			£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.

The following limits apply in addition to the **contents** sum insured shown on **your** Schedule

Liability to <b>your</b> domestic employees	£10,000,000 (including other costs and expenses which <b>we</b> have agreed to in writing).
<b>Your</b> liability as a private individual	£2,000,000 for any one event (plus other costs and expenses which <b>we</b> have agreed to in writing).
Unrecovered court awards	£2,000,000 (plus other costs and expenses which <b>we</b> have agreed to in writing).
Fatal Injury	£5,000 for any event.
Liability as a tenant	10% of the <b>contents</b> sum insured shown on <b>your</b> Schedule.
Professional counselling fees, following a violent crime	£500
Temporary accommodation, or improvement to security following a violent crime	£500
Necessary conveyancing, removal and estate agency fees following a violent crime	£5,000
Reward for information following theft, attempted theft or violence	£500
Necessary alterations if you are permanently disabled as a result of an accident in the <b>home</b>	£30,000

## How much we will pay - Additional cover

If **you** suffer loss or damage to any of **your contents**, at **our** option **we** will either:

- repair (using a supplier approved by **us**);
- pay the reasonable cost of repairing;
- arrange for the replacement as new using a supplier approved by **us**.  
This may involve the issue of vouchers;
- pay the reasonable cost of replacing as new; or
- make a cash payment for;

the loss or damage.

If **we** make a cash payment, this will not be more than the cost to **us** (after any discounts available from **our** approved suppliers) of replacing or repairing the lost or damaged item or items as new.

In the event that **your contents** are lost or damaged, if the lost or damaged item is part of a set and **we** cannot repair the damaged item or arrange an exact replacement, **we** will replace the whole set as new.

The most **we** will pay for any one event is as follows (unless a different amount is shown on **your** Schedule).

### Personal Belongings In and Away from Home Cover

Cover Plus Personal Belongings -

Unspecified Items

The amount shown in **your** Schedule

The most **we** will pay for any one item, pair or set is £1,000

Cover Plus Personal Belongings -

Specified Items

The amount shown in **your** Schedule

### Pedal Cycles Cover

The amount shown in **your** Schedule

### Personal Money and Credit Cards Cover

£500 for any one event

### 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 cycles.

# General Conditions

## 1. Claims - your duty

For information on the claims procedure and how **we** settle **your** claim, please read pages 25 to 29.

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

- tell **us** as soon as reasonably possible;
- tell the local police immediately **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
- immediately 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.

### 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 any claim payment to **us**.

## 3. Fraudulent claims

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

## 4. Other insurance

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

## 5. Reasonable care

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

## 6. Policy terms

**We** will only provide cover if as far as **you** know the declaration **you** have made and the information **you** have supplied, as detailed in **your** Statement of Insurance, is true and complete.

**You** must keep to all the terms of this policy. If **you** do not do this, the contract will no longer be valid and **you** will not be able to make a claim.

## 7. Alterations

**You** must tell **us** or Saga Services Limited in writing as soon as possible about any change which may affect this policy. If **you** do not tell **us**, **we** can declare the policy not valid or reduce the cover **we** provide. The facts **we** need are those which **we** consider important in assessing or accepting **your** insurance. If **you** are in any doubt as to whether to tell **us** about any change, **you** should tell **us** anyway.

**8. Non-payment of premium**

If **you** do not pay a premium **we** will not provide cover from the date the premium was due.

**9. The Financial Services Compensation Scheme**

In the unlikely event that any of the underwriters become insolvent and are unable to pay the benefits under **your** policy, **you** are protected by the Financial Services Compensation Scheme (FSCS). The first £2,000 of any claim is protected in full. For amounts above this FSCS will ensure that policyholders are compensated to 90% of the value that their policy would have paid. Further information about the operation of the scheme is available on the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).

**10. Cancellation**

Cancellation within the first 14 days

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

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

If after 14 days **you** have not cancelled **your** policy, **we** will assume that **you** have accepted the terms and wish **your** policy to continue for the agreed period of cover.

Cancelling **your** policy

If this policy no longer meets **your** needs **you** have the right to cancel it at any point during its duration. **You** can telephone us on 0845 366 1607 or write to **us** at Saga Services Limited, The Saga Building, Middelburg Square, Folkestone, Kent, CT20 1AZ to cancel **your** policy. Cancellation is effective from the date **your** letter is dispatched.

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

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

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

# Emergency help and advice from Saga

This advice section is to help you in the event of an emergency.

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

## **24-hour domestic emergency helpline - 0800 919 660**

Domestic crises - burst pipes flooding a carpet, blocked drains, even a heating or electricity failure - can happen all too often.

If this kind of unfortunate event happens, simply call the Saga helpline and we will contact a skilled tradesman such as a plumber or electrician. You will be responsible for the tradesman's charges, but if the damage is insured under the policy, you can make a claim for these charges in the normal way. Please read page 25 for details of how to claim.

## **24-hour legal advice helpline - 0845 9000 013**

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 Legal Expenses Cover. Please read 'How to make a claim' on page 23 of this booklet for details.

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

## **24-hour tax advice helpline - 0845 9000 013**

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 9000 016**

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 all 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.

# Customer service

## Our customer service commitment to you

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

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

If **you** have a query or complaint about **your** Saga Home Insurance policy, please contact Customer Services on 0845 366 1607. If **you** have a complaint about a claim, please call Saga Home Claims on 0845 9000 028 (0845 9000 013 for Legal Expenses Cover claims). If this does not resolve **your** complaint, please follow the procedure listed below.

### If your enquiry or complaint is about a claim (other than legal expenses):

#### Step 1 - Please contact:

The Saga Claims Manager  
London and Edinburgh Insurance Company Limited  
The Warren  
Worthing  
West Sussex BN14 9QD  
Telephone: 0845 9000 028

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

Group Chief Executive  
London and Edinburgh Insurance Company Limited  
Surrey Street  
Norwich  
Norfolk NR1 3NS

**Step 3 - If you are not satisfied with the underwriter's final response, you can ask the Financial Ombudsman Service to review your case. Please see page 35 for further details.**

### If your enquiry or complaint is about a legal expenses claim:

#### Step 1 - Please contact:

Claims Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol BS1 6NH  
Telephone: 0117 934 2000

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

The Managing Director  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol BS1 6NH

**Step 3 - If you are not satisfied with the underwriter's final response, you can ask the Financial Ombudsman Service to review your case. Please see page 35 for further details.**

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

**Step 1 - Please contact:**

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

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

Chief Operating Officer  
Saga Services Limited  
Middelburg Square  
Folkestone  
Kent CT20 1AZ

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

**Financial Ombudsman Service**

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

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0845 0801800

**Important note**

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

# Helplines (Please have your policy number to hand when calling)

## Customer Service

For questions about your home insurance policy

from the UK

**0845 366 1607**

from abroad

+44 1303 771 825

Monday to Friday 8.30am to 5.30pm, Saturday 9am to 1pm.

## Claims

For new claims or help with your existing claim  
(except Legal Expenses Cover claims)

from the UK

**0845 9000 028**

from abroad

+44 1303 774 744

Monday to Friday 8am to 6pm, Saturday 9am to 12.30pm.

An emergency out of hours service for claims is available on the same telephone number.

For the numbers above, Talk Type facilities are available for customers who are hard of hearing. Please call 01303 776030 for assistance.

## Domestic emergency helpline

from the UK

**0800 919 660**

from abroad

+44 208 666 9388

24 hours a day, seven days a week.

## For Legal Expenses Cover claims and legal helpline

from the UK

**0845 9000 013**

from abroad

+44 117 933 0645

24 hours a day, seven days a week.

For Legal Expenses Cover policyholders only, taxation advice and counselling helplines are available. Please see page 32 for further details.  
For your protection and for training purposes, telephone calls may be monitored and recorded.

# SAGA

Saga has arranged for its home insurance to be underwritten by London and Edinburgh Insurance Company Limited. Registered No. 924430. Registered Office: 8 Surrey Street, Norwich NR1 3NG. Authorised and regulated by the Financial Services Authority. Saga Services Limited is a wholly owned subsidiary of Saga Group Limited and is registered in England and Wales (Company No. 732602). Registered Office: The Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE. Authorised and regulated by the Financial Services Authority.