

For more information about Saga Home Insurance call

0800 015 2073

Lines are open 8am-6pm Monday to Friday and 9am-1pm Saturday.

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

**This Policy Booklet is also available in large print, audio and Braille.
If you require any of these formats please contact us on 0845 366 1607.**

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

Saga Services Limited has arranged for its home insurance to be underwritten by Sterling Insurance Company Limited. Registered office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ. Registered in England, Company No. 498605. Authorised and regulated by the Financial Services Authority.

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

Saga Home Insurance T A I L O R M A D E

Policy Booklet



SAGA

Home insurance done properly

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Welcome to Saga Home Insurance TailorMade

Thank you for choosing Saga Home Insurance TailorMade. This policy document gives you full details of your cover. Please keep it in a safe place.

If at any time you wish to extend or amend your policy, simply call one of our customer service advisers.

[Instant reassurance from our claims service](#)

As a Saga Home Insurance TailorMade policyholder you benefit from our claims service. In the event of an incident, simply call our claims line on:

0845 301 6202

Lines are open 24 hours a day, every day of the year. However, please note that between the hours of 5pm and 9am and on weekends and Bank Holidays we are only able to deal with claims that are classed as emergencies. If your claim is not an emergency, we will arrange to call you back at your convenience.

For the vast majority of claims, there is no need to complete a claim form. A fully trained Claim Manager will take charge of your claim with the aim of restoring normality as quickly as possible with the minimum of fuss.

Once we confirm that the incident is covered by your policy, we will work with you to resolve the claim.

A tailor made policy

As a Saga Home Insurance TailorMade customer, you have access to a wide range of services. A summary of these is outlined below.

Home emergency helpline

A 24-hour emergency repairs service with an agreed call-out charge for local tradesmen.

0845 026 7594

Lines are open 24 hours a day.

Glass breakage helpline

A 24-hour glass and frame replacement/repair service.

01709 310 100

Lines are open 24 hours a day.

Identity theft helpline

Full assistance and guidance in recovering your identity if it has been fraudulently stolen.

0845 070 6061

Lines are open 9am–5pm Monday to Friday, excluding Bank Holidays.

Legal and tax advice helpline

A 24-hour service providing expert advice on a wide range of legal issues, from credit and consumer law to medical and workplace matters, plus advice on any personal UK tax matter.

0845 026 7595

Lines are open 24 hours a day.

Valuation services

If you would like to have your possessions valued we have negotiated special discounted fees for Saga Home Insurance TailorMade policyholders. Valuations are carried out by professionally qualified staff.

See page 27 for further details.

Homesitter service

Homesitters Limited provides a nationwide live-in caretaking service, enabling you to go away with peace of mind knowing that your property and pets are well cared for in your absence. We have negotiated a discounted price for Saga Home Insurance TailorMade policyholders.

In recognition of Homesitters' contribution to security, we will also give you a discount on your renewal premium if you use this service.

01296 630 730

Lines are open 9am–5pm Monday to Friday, excluding Bank Holidays.

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 to 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 your enquiry or complaint is about a claim (other than Family Legal Protection or Home Emergency):

Step 1 - Please contact:

The Saga Claims Manager
Sterling Insurance Company Limited
50 Kings Avenue
Kings Hill, West Malling
Kent ME19 4JX
Telephone: 0845 301 6202

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

The Customer Relations Department
Saga Services Limited
Middelburg Square
Folkestone
Kent CT20 1AZ

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

If your enquiry or complaint is about a Home Emergency claim:

Step 1 - Please contact

Customer Relations Department
Homeserve Claims Management Ltd
Caxton Road
Preston PR2 9NX
Telephone: 01772 758829
e-mail: partnerships.cr@homeserve.com
Fax: 01772 758857

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

Associate Director
Saga Home Insurance TailorMade
50 Kings Hill Avenue
Kings Hill, West Malling
Kent ME19 4JX

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

If you have a query or complaint about your Saga Home Insurance TailorMade policy, please contact Customer Services on 0845 301 6203. If you have a complaint about a claim, please call Saga Home Claims on 0845 301 6202. If this does not resolve your complaint, please follow the procedure listed below (for Family Legal Protection claims please see page 26).

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

Step 1 - Please contact:

Customer Relations Department
50 Kings Hill Avenue
Kings Hill, West Malling
Kent ME19 4JX
Telephone: 0845 301 6203

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

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

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

Financial Ombudsman Service

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

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

Important note

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

Your Saga Home Insurance TailorMade Policy

The Financial Services Compensation Scheme

The insurers who underwrite Saga Home Insurance TailorMade are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk.

Cancellation

Cancellation within the first 21 days

If you cancel your policy within 21 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 21 days, we will not give you a refund on your premium.

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 21 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 0800 015 2073 or write to us at Saga Home Insurance TailorMade, Sterling Insurance Company Limited, 50 Kings Avenue, Kings Hill, West Malling, Kent ME19 4JX 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.

Sterling Insurance Company Limited may cancel this policy by giving you 14 days' notice by recorded delivery letter. We will send this notice to your last known address.

If you have agreed to pay your premium by instalments and you fail to pay any of these instalments, we reserve the right to cancel your policy.

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** pay by Direct Debit, 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 **you** will need to cancel your Direct Debit mandate with the bank.

The Insurance Contract

This policy is a contract between **you**, the policyholder, and Sterling Insurance Company Limited. (Or such other insurer as may be mentioned for any policy section.)

In return for the payment of the premium by **you**, **we** will provide insurance in accordance with the Policy Cover for those Sections shown in the **Schedule** in respect of events happening during the **period of insurance**.

This policy, the Information provided by **you** and the other documents contained within them should be read together and form the contract of insurance.

Your Policy Wording

The **Schedule**, together with this Policy Booklet, sets out the cover **you** have selected. It is important that **you** read these carefully to ensure that all details are shown correctly and **your** requirements have been met.

To ensure that **you** remain fully protected **we** recommend that **you** review sums insured and policy limits periodically and contact customer services if they become inadequate.

Changes

We have prepared this policy on the basis of the information provided by **you**.

Please tell **us** immediately **you** become aware of anything which was incorrect, incomplete or omitted from the information provided by **you**, any changes to **your** circumstances or any other material fact, for example, unoccupancy of the property, criminal convictions (or cautions) of any of the persons to be insured or a change to the persons to be insured.

Law applicable to contract

The law of England and Wales will apply to this contract unless:

1. **You** and the insurer agree otherwise; or
2. At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Telephone Recording

For **our** joint protection, calls may be recorded and/or monitored.

Your Saga Home Insurance TailorMade Policy

Important – Personal Information

1. The personal information **we** collect from **you**

When **you** apply for insurance **we** collect personal information about **you** including **your** name, address and gender. **We** may also collect other information during the life of **your** policy which is classed as sensitive personal information. **We** may also ask **you** about any criminal convictions **you** may have. **You** do not have to provide **us** with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974.

2. How **we** use **your** personal information

All personal and sensitive personal information will be used by Sterling Insurance Company Limited for insurance purposes, including managing and administering **your** policies. **We** also use this information to produce management information for business analysis. If **you** have provided information to **us** about another person (including their sensitive personal details), **you** confirm that **you** have their permission to provide that information to **us** for the same purposes. If **you** telephone **us**, **your** call may be monitored or recorded for training, quality control and fraud prevention purposes.

The members of the Acromas group of companies from time to time may also use **your** personal information and sensitive personal information for marketing, offering renewals, research and statistical purposes and crime prevention. By providing Sterling Insurance Company Limited with **your** personal data and contact details, **you** consent to the members of the Acromas group of companies from time to time 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 Acromas Data Protection Officer in writing at any time to suppress contact for some or all Acromas products.

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

The members of the Acromas group of companies may transfer **your** personal information and sensitive personal information outside the European Economic Area to a third party provider of goods or services at **your** request 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.

3. With whom **we** may share **your** information

We may share **your** personal and sensitive personal information with the following organisations for purposes related to **your** insurance policies and **our** insurance services generally:

- **Our** connected companies, agents and subcontractors including loss adjusters and claims investigators;
- **Our** reinsurers who use this information to assess the terms of specific policies and to administer **our** insurance policies generally;

- Other insurance companies about other insurance policies **you** may have;
- The police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of **our** money laundering checks.
- Members of the Acromas group of companies from time to time, who may in turn share **your** information with agents who provide services on their behalf.

4. Claims

In the event of a claim **we** may need to collect additional information from **you**.

Fraud prevention

We work with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. As part of this **we** will share information about **your** claims with Conversant Data Ltd and through them with the Claims and Underwriting Exchange database (CUE) run by Insurance Database Services Ltd, and the CIFAS database. **We** may also use commercially available databases to check **your** identity to prevent money laundering, unless **you** provide **us** with satisfactory proof of identity.

Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to **you**.

5. **Your** rights

You are entitled to a copy of **your** personal information held by Sterling Insurance Company Limited and Sterling Life Limited on payment of a fee. If **you** would like to see the information **we** hold about **you**, contact the Data Protection Officer at Sterling Insurance Group Limited, Ambassador House, Paradise Road, Richmond upon Thames TW9 1SQ.

You should let **us** know if **you** think any of **your** personal information is inaccurate, so **we** can update it.

We do not use **your** information for marketing purposes, nor do **we** share it with any other company for marketing purposes, unless **you** have specifically agreed to this.

Future insurer changes

Your Saga Home Insurance TailorMade policy is currently provided and underwritten by Sterling Insurance Company Limited as part of an agreement between Saga Services Limited and Sterling. If you have selected any additional cover options, these may be provided by different insurers. At some time in the future Saga Services Limited may enter into an agreement with a new provider for all or part of your policy, in which case this new provider will offer you home insurance to replace your current policy at renewal. If this is the case, Saga Services Limited 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 a new provider and 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.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy, unless stated otherwise. Sections 4 and 5 contain additional words and expressions with meanings specific to those sections. Where the same words or expressions are defined in different sections, the definition given in the relevant section will apply.

Accidental damage	Damage caused by accidental and external means.
Act of terrorism	<p>An act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none">- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and- is committed for political, religious, ideological or other similar purposes.
Art and antiques	<p>Individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to you or your family or for which you or your family are legally responsible including</p> <ul style="list-style-type: none">- antique and designer furniture- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts- tapestries and rugs- clocks and barometers- curios, objets d'art- statues and sculptures- stamps, coins, medals and other collectable property- china, glassware and porcelain- household gold, platinum, pewter and silverware including plate- guns.
Bodily injury	Death, injury, illness, disease or shock (this does not apply to section 5).
Buildings	The home , and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently

installed swimming pools, hot tubs, ornamental ponds, fountains, hard tennis courts, solar heating systems, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying **your home**.

Business equipment Office equipment and office furniture all owned by **you** or **your family** and used in connection with **your** business or employment.

Contents The following property that is solely used for domestic purposes and **business equipment**, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible and normally kept at **your home**

- household goods, furniture and furnishings and personal effects
- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, electric wheelchairs, mobility scooters and golf buggies
- **tenant's improvements**
- fixtures and fittings and interior decorations for which **you** or **your family** are legally responsible as occupier and not as owner
- aerials and satellite dishes
- trailers and non-motorised horse boxes
- quad bikes that do not require a Road Traffic Act Certificate of insurance
- go-karts and off-road motorcycles with an engine size of 50cc or less
- marquees and associated equipment
- **art and antiques**
- surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment
- **jewellery and watches** up to £5,000.

Credit cards Credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by **you** or **your family** solely for private purposes.

Credit reference agency(ies) The UK's three credit reference agencies: Equifax, Experian and Callcredit.

Domestic employee Any individual who carries out domestic duties for **you** within **your home** or its garden.

Definitions

Electronic equipment	Any computer equipment system or software, or any product, equipment or machinery containing, connected to or operated by means of a micro or data processor chip.	Period of insurance	The period stated in the Schedule .
Electronic failure	Any loss or damage to any property caused directly or indirectly by the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction.	Personal money	Cash, bank and currency notes, cheques, money and postal orders, bankers drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers cheques, travel tickets, sports season tickets and gift vouchers all belonging to or held by you or your family solely for private purposes.
Endorsement	Any variation in the printed terms of the policy.	Schedule	This provides details of the person or persons insured, the period of insurance , the operative sections of the policy and the sums insured which apply and specifies any endorsements and memoranda which amend the standard policy wording.
Excess	The first part of each and every claim which you must pay other than a claim of more than £10,000 unless - the claim is for loss or damage caused by subsidence, heave or landslip - you have elected a voluntary excess or we have applied a compulsory excess of £500 or greater.	Temporarily removed	Removed from your home for a period of no more than 60 consecutive days.
Home	The private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the Schedule .	Tenant's improvements	Improvements, alterations and decorations which have been undertaken to your home either by you or a previous occupier as tenant, and for which you are legally responsible as occupier and not as owner.
Identity theft	The theft of your personal identification, National Insurance number, or other method of identifying you , which has or could reasonably result in the wrongful use of such information, including but not limited to theft occurring on or arising out of your use of the internet. All loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single theft. Identity theft shall not include the theft or wrongful use of your business name or any other method of identifying any business activity of yours .	Territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Jewellery and watches	a) Items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones. b) Watches all belonging to you or your family , or for which you or your family are legally responsible.	Unoccupied	When your home is: - insufficiently furnished for normal living purposes for more than 30 consecutive days; or - not lived in by you or your family or by any adult person with your permission for more than 60 consecutive days.
Operative sections	Those sections which you have selected and for which cover is provided under this policy.	We/us/our/Company	Sterling Insurance Company Limited.
Outdoor items	Garden statuary, garden furniture, swings, slides and climbing frames, flower containers and urns all kept in the garden of your home .	You or your	The person or persons named in the Schedule as the Insured.
		Your family	Your spouse, partner, children, foster children, parents and other relatives, permanently living with you .

General Conditions

Changes in risk

You must give immediate notice to **us** of any change in circumstances, which may increase the possibility of loss, damage or liability covered by the policy.

Claims

In the event of a claim or possible claim **you** must:

- advise the Police as soon as reasonably possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide at **your** own expense all details and evidence **we** may reasonably require.

Compliance with terms

The **Company's** liability to make any payment under the policy will be conditional upon compliance with the terms and conditions of the policy.

Contracts (Rights of Third Parties) Act

No person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

Disputes

Provided that liability under the policy has been admitted, if there is any dispute over the amount to be paid by **us** the matter will be referred to arbitration. The arbitrator will be appointed by the parties concerned according to the relevant statutory provisions in force at the time. In such a case there will be no right of action against **us** unless an award is made. This condition does not apply to Section 5 - Family Legal Protection.

Fraud

If any claim is fraudulent in any respect or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any damage is caused by the wilful act or with the connivance of **you** or **your family** all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim was made.

Law applicable to this contract

Under United Kingdom law the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, English law applies.

Other insurance

We will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

Reasonable care

You and **your family** must take all reasonable steps to prevent loss, damage, accident or **bodily injury** and to maintain the property insured in a good state of repair.

Rights

We are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this policy.

Theft Security

In the event of a theft or attempted theft from **your home you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

Transfer of interest

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

General Exceptions

What you are not covered for:

1. Loss or damage or any claim caused by:
 - deliberate acts by **you** or **your family**, tenants, paying guests or **domestic employees**
 - wear, tear or any gradually operating cause
 - confiscation or detention by Customs or other officials or authorities.
 2. Any loss of any kind incurred by **you** or **your family** which is not directly associated with the incident that caused **you** to claim (except as stated in the policy).
 3. Any loss, damage or legal liability occurring before the commencement of this insurance.
 4. Any loss, damage or legal liability arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**.
 5. a) Loss or damage caused by or liability arising from any **electronic failure** of **electronic equipment**. Subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured;
b) Direct or indirect loss or damage caused to **electronic equipment** by **electronic failure**.
 6. Any loss, destruction or damage to property or any expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.
 7. Any loss or damage resulting from building works to **your home**, including works involving the use or process of heat, where the estimated cost of the building works is in excess of £50,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**).
 8. Any loss or damage to property, any cost or expense, or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power, or
 - b) biological or chemical contamination due to any **act of terrorism**
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated above.
- If **we** allege that any loss, damage, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**.
9. Any loss or damage to property, expense, or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
 - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed.
 10. a) Any liability arising directly or indirectly out of exposure to, inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
b) The cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

Section 1 - Contents, Art and Jewellery

What you are covered for:

1. The **contents, art and antiques, jewellery and watches** are insured against loss or damage whilst at **your home** or anywhere in the world.
2. **Alternative accommodation and rent**
If **your home** is made uninhabitable following loss or damage to the **contents** covered by this section **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses, temporary storage of furniture and any rent which **you** may still have to pay, up to a maximum period of three years.
3. **Business equipment**
Loss of or damage to **business equipment** up to £15,000.
4. **Death of artist**
We will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of the loss or damage. The maximum amount **we** will pay for any one piece of art is up to 200% of its sum insured and up to £50,000 in total.
5. **Defective Title**
We will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner. **We** will not pay for claims under this additional cover:
 - unless the item was purchased by you during the **period of insurance**
 - unless **you** advise **us** about the claim during the **period of insurance**
 - unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
 - if the item was inherited by **you** or given to **you** as a gift.The maximum amount **we** will pay is 10% of the total sum insured under this section or £25,000, whichever is the less.
6. **Dependent parents or grandparents possessions**
Loss or damage to **contents** belonging to **your** dependent parents or grandparents who are residing in a nursing or residential care home up to £7,500.
7. **Fatal injury or acquired disability**
In the event of injury to **you** or any member of **your family** caused by fire or assault by thieves in **your home, we** will pay:
 - £25,000 if such injury results in **your** death or £5,000 for the death of any member of **your family** within 3 months of the incident
 - up to £15,000 for necessary alterations to **your home** if such injury results in permanent physical disability.
8. **Fraudulent use of Credit Cards, Bank or Building Society Books**
If **you** suffer financial loss resulting from the fraudulent use of **your credit cards**, bank or building society books anywhere in the world **we** will pay up to £25,000 provided the loss is reported to the issuing organisation within 24 hours of discovery.
9. **Gifts**
We will pay for loss of or damage to gifts (other than gift vouchers) up to an amount of £10,000 purchased for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event. The maximum amount **we** will pay for any one gift is £1,000.
10. **Guests and domestic staff personal property**
Loss of or damage to **contents** in **your home** belonging to guests or domestic staff permanently residing with **you** up to £5,000 provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one article is £500.
11. **Hire of replacement golf clubs overseas**
Following loss or damage to **your** golf clubs or any that **you** may have hired or borrowed whilst **you** are playing golf outside the **territorial limits, we** will pay up to £25 per day subject to a maximum of £250 for the necessary hire of replacement clubs. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.
12. **Hole in one**
In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard and certificate from **your** club or the match secretary must be submitted to **us** in the event of a claim.
13. **Household removal**
We will pay for loss of or damage to **contents, art and antiques** occurring during the course of a household removal provided that:
 - it is undertaken by professional removal contractors
 - any claim for loss or damage caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.
14. **Identity theft**
[What you are covered for:](#)
We will pay up to £25,000 for all claims arising in any one **period of insurance** for the following costs and expenses incurred in seeking to defend **your** name and to restore **your** credit status after an act of **identity theft** has been committed against **you** or **your family**:

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- 1) Costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or **credit reference agencies** that have required that such affidavits be notarised.
- 2) Costs for registered mail to Police, **credit reference agencies**, financial institutions or similar credit grantors in relation to **your identity theft**.
- 3) Lost wages as a result of time taken off from work to meet with, or talk to, Police, **credit reference agencies** and/or legal counsel or to complete fraud affidavits. **We** will ask **you** to submit proof from **your** employer that **you** took unpaid days off. **You** must also provide proof that it was necessary to take time away from work.
- 4) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- 5) Reasonable legal fees incurred, subject to **our** prior consent, for:
 - (a) defence of lawsuits brought against **you** by merchants or their collection agencies;
 - (b) the removal of any criminal or civil judgements wrongly entered against **you**; and
 - (c) challenging the accuracy or completeness of any information in a consumer credit report.
- 6) Charges incurred for long distance telephone calls to retail merchants, Police, financial institutions or similar credit grantors or **credit reference agencies** to report or discuss an actual **identity theft**.

What you are not covered for:

- 1) Losses arising out of any trade, business, profession or employment of **you** or **your family**.
- 2) Claims where a Police report has not been filed within 24 hours of discovering the **identity theft** and if **your** bank(s), **credit card** company(ies) and all other relative accounts have not been notified of the **identity theft** within 24 hours of discovering the **identity theft**.
- 3) Any **identity theft** claim that occurs within the first 35 days of cover.

If you discover your identity has been stolen, please call the Saga Home Insurance TailorMade Theft Helpline on 0845 070 6061 for assistance and guidance.

15. Metered water or heating oil

Additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation at **your home** up to £10,000.

16. New purchases

We will pay for loss of or damage to items that are newly purchased provided that **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 20% of the total sum insured under this section.

17. Outdoor items

Loss of or damage to **outdoor items** whilst in the garden of **your home** up to £15,000 unless otherwise stated in the **Schedule**.

18. Personal money

Loss of or damage to **personal money** occurring anywhere in the world up to £2,500.

19. Reinstatement of data

We will pay the cost of reinstating lost data or records stored on **your** computer or other item of **electronic equipment** up to £5,000.

20. Reinstatement of documents

We will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents up to £5,000.

21. Removal of debris costs

Following loss or damage to the **contents** covered by this section **we** will pay reasonable and necessarily incurred removal of debris costs.

22. Replacement locks and keys

If **your** keys are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, key operated safe locks and the replacement of any key.

23. Reward

We will pay up to £10,000 to anyone (other than **you**, **your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.

24. Stalking

What you are covered for:

We will pay for the reasonable costs that **you** or **your family** incur as a result of, or the threat of, stalking, physical injury, harassment or damage to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction up to:

- £15,000 for any one occurrence to carry out agreed improvements to the security at **your home**
- £5,000 for any one occurrence for reasonable temporary accommodation
- £7,500 for any one occurrence for the cost of using professional security guards or seeking advice from professional security consultants.

No more than £20,000 in any one **period of insurance**.

What you are not covered for:

- Any claim made which occurs outside the **territorial limits**

Section 1 - Contents, Art and Jewellery

- Any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- Any incident which involves a counter claim by the third party for stalking, physical damage, harassment or property
- Damage caused by **you** or **your family**.

25. Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home**, **we** will pay up to:

- £500 for professional private counselling fees
- £1,000 for reasonable temporary accommodation for a period of no more than 7 days after the event
- £15,000 to carry out agreed improvements to the security at **your home**
- £15,000 for 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.

What you are not covered for:

1. The amount of the **excess(es)** stated in the **Schedule**.

2. Loss or damage caused by:

- theft or attempted theft
 - of **contents** (other than personal effects) from any building other than **your home** unless force and violence is used to gain entry or exit
 - by deception unless deception is used solely to gain entry to **your home**
 - of ride on lawn mowers during the hours of darkness unless from a locked building
 - of trailers and non-motorised horse-boxes unless secured with an anti-theft device when left unattended
- river or coastal erosion
- faulty workmanship, defective design or use of defective materials
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- storm or flood or frost to **contents** in the open
- electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s)
- an error in computer programming, instruction or malfunction.

3. Loss of or damage to:

- **contents, art and antiques, jewellery and watches** removed for sale, exhibition or display
- **jewellery and watches** whilst in storage
- **jewellery and watches** that are held or used for business or professional purposes
- motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as described under **contents**) and their respective accessories other than automotive satellite navigation systems whilst used as a portable personal navigation system
- radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
- equipment used for hang-gliding, mountaineering, parachuting, potholing, windsurfing and underwater sports other than when it is kept in **your home**
- quad bikes, go-karts or off-road motorcycles
 - whilst being driven
 - if left unattended in the open
- watercraft (as defined under **contents**)
 - whilst being used for racing, speed testing or in any slalom event or in white water
 - protective covers or sails that are split by the wind
 - if not stored ashore when not being used
- sports equipment while taking part in professional sport, or while in use or play
- **personal money**
 - unless the loss is reported to the Police as soon as reasonably possible after discovery
 - held for business or professional purposes
 - as a result of
 - shortages due to error, omission, depreciation or confiscation
 - theft from
 - garages, domestic outbuildings or greenhouses at **your home**
 - unattended motor vehicles
- pedal cycles or their accessories
 - when left unattended away from **your home** unless securely locked
 - while being used for racing or time trials.

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4. Loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, washing, dyeing, installation, adjustment or dismantling.
5. Loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside.

Where an item is secured to an external carrier that is attached to the vehicle (e.g pedal cycles or skis) where it cannot be hidden from view, it must be locked to the carrier which itself must be secured to the vehicle.

6. Loss or damage occurring whilst in storage unless:
 - **temporarily removed** to a commercial storage facility
 - any theft or attempted theft involves force and violence to gain entry or exit
 - this is more than 25% of the sum insured for **contents, art and antiques**, in which case it will need to be specially agreed with **us**.
7. When **your home** is **unoccupied**:
 - loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance
 - theft or attempted theft
 - malicious acts or vandalism
 - additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation.
8. When **your home** or any part is let or lent or occupied by tenants or paying guests:
 - loss or damage caused by theft or attempted theft unless force and violence is used to gain entry or exit.
9. Any subsequent loss of profits or turnover resulting from any cause following loss of or damage to **business equipment**.

Important Information

The sums insured stated in the **Schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the Consumer Durables Section of the Retail Price Index or suitable alternative index. At each renewal, the premium will be calculated on the adjusted sums insured. The sums insured will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** make to prevent further loss or damage and effect all repair or replacement work without delay.

Basis of claims settlement

The total sums insured on **contents, art and antiques, jewellery and watches** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sum insured is adequate, **we** will at **our** option:

- pay the cost of repairing; or
- pay the cost of replacing as new; or
- replace as new; or
- make a cash payment

less the amount of any applicable **excess** stated in the **Schedule**.

We may make a deduction for wear, tear or betterment if the total sum insured is not sufficient at the time of loss or damage.

No **excess** is applicable to Covers 2-25 and nor will it apply to claims made for loss or damage to frozen food.

Partial loss or damage

In the event of partial loss or damage to an item of **art and antiques**, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

Section 1 - Contents, Art and Jewellery

Pairs and sets

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched unless **you** agree to surrender the undamaged items or parts to **us** and **we** agree to accept. If **you** do not surrender the undamaged items or parts **we** may, at **our** option, agree to pay the cost of the difference between the market value of the pair, set, suite or other article before and after the loss.

The maximum amount payable

The maximum amount **we** will pay for:

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**. **We** will also pay additional costs incurred under
 - Cover 2 - Alternative accommodation and rent
 - Cover 21 - Removal of debris costs
- any single article, pair, set or collection of **art and antiques** is £15,000
- any single article, pair, set or collection of **jewellery and watches** is £5,000
- loss of or damage to **jewellery and watches** whilst contained in baggage or in transit outside the personal control of **you** or an adult member of **your family** is £1,000
- any pedal cycle or fur is £5,000 unless specified
- loss or damage to marquees and associated equipment is £10,000
- any quad bike, go-kart or off-road motorcycle is £5,000
- any trailer or non-motorised horse-box is £5,000
- any watercraft as defined under **contents** is £5,000
- loss or damage from any unattended motor vehicle is £15,000
- damage caused by pets is £2,500
- items removed from the **home** whilst in storage or whilst at any residence either owned or lived in by **you** or **your family** and not listed in the **schedule** is up to 25% of the sum(s) insured on **contents, art and antiques**
- possessions of student members of **your family** from any student accommodation whilst attending school, university or college is £10,000
- any specified item is the respective sum insured shown in the **Schedule**.

Section 2 – Buildings

What you are covered for:

1. The **buildings** are insured against loss or damage.
2. **Alternative accommodation and loss of rent**
If **your home** is made uninhabitable following loss or damage to the **buildings** covered by this section **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 3 years. If, at the time of the loss or damage, the sum insured on **buildings** was less than 80% of its full replacement cost as published by the Association of British Insurers on behalf of the Building Cost Information Service of the Royal Institution of Chartered Surveyors, the maximum amount **we** will pay for any one claim will be 20% of the sum insured on **buildings**.
3. **Architects' and surveyors' fees and other costs**
Following loss or damage to the **buildings** covered by this section **we** will pay reasonable and necessarily incurred
 - architects', surveyors', legal and other fees
 - removal of debris costs
 - additional costs involved in complying with statutory regulations or local authority requirements.
4. **Fixtures and fittings temporarily removed**
We will pay for loss of or damage to fixtures and fittings, that would normally form part of the **buildings**, whilst **temporarily removed** from **your home** to another building within the **territorial limits** up to 10% of the sum insured on **buildings**.
5. **Forced evacuation**
If a local authority prohibits **you** from living in **your home** following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 30 days.
6. **Mortgagee's interest**
Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that:
 - such act or neglect is entirely without the authority or knowledge of the mortgagee
 - as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to **us** and any additional premium required is paid.
7. **Reinstatement of gardens**
The cost of re-landscaping **your** garden including costs incurred to remove and dispose of debris, resulting from loss or damage caused by:

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism

- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

The maximum amount **we** will pay is:

- 5% of the sum insured on **buildings** up to £25,000 during any one **period of insurance**

- £1,000 for any one tree, plant or shrub.

8. **Sale cover**

If **you** contract to sell the **buildings** of **your home** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

9. **Trace and access**

We will pay the cost (provided that this is incurred with **our** consent) of finding the source of any escape of water or oil from any fixed domestic water or heating installation, oil tank, washing machine, dishwasher or tumble dryer, including subsequent repair to walls, floors or ceilings.

The maximum amount **we** will pay for any claim occurring outside **your home** is £15,000.

What you are not covered for:

1. The amount of the **excess(es)** stated in the **Schedule**.
2. Loss or damage caused by:
 - freezing to permanently installed swimming pools, hot tubs, ornamental ponds, fountains or their filtration systems
 - storm or flood to fences, hedges or gates other than electrically operated gates
 - felling or lopping of trees
 - subsidence or heave (of the site on which **your home** stands) or landslip due to
 - river or coastal erosion
 - bedding down of new **buildings** or settlement of newly made up ground
 - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
 - demolition or structural repairs or alterations to the **buildings**
 - inadequate foundations which do not meet building regulations current at the time of construction
 - subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains,

Section 2 – Buildings

- permanently installed swimming pools, hot tubs, hard tennis courts and wind turbines unless the main building of **your home** is damaged at the same time and by the same cause
 - frost, settlement or shrinkage
 - faulty workmanship, defective design or use of defective materials
 - rusting, corrosion, rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - electrical or mechanical breakdown.
3. When **your home** is **unoccupied**:
- loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance
 - theft or attempted theft
 - malicious acts or vandalism
 - **accidental damage** to fixed glass and sanitary ware
 - freezing to any fixed water or heating installation.
4. When **your home** or any part is let or lent or occupied by tenants or paying guests:
- loss or damage caused by theft or attempted theft unless force and violence is used to gain entry or exit.
5. Loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, dyeing, installation, adjustment or dismantling.
6. Loss of or damage to **outdoor items**.
7. Loss or damage for which compensation is provided by legislation.
8. The cost of maintenance and normal redecoration.
9. Reinstatement of gardens following storm, flood or frost.
10. Loss or damage to underground services
- for which **you** are not legally liable
 - caused by gradual deterioration or wear and tear.
11. Costs involved in complying with statutory regulations or local authority requirements where the loss or damage occurs after notice to comply has been served on **you**.

Important Information

The sums insured shown in the **Schedule** for this section are index linked to the House Rebuilding Cost Index prepared by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and will be adjusted each month in line with the changes in that index or suitable alternative index. At each renewal the premium will be calculated on the adjusted sum(s) insured. The sums insured will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** may make to prevent further loss or damage and effect all repair or replacement work without delay.

Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenditure listed under Cover 3 - Architects' and surveyors' fees and other costs.

We will:

- at **our** option either
 - reinstate or replace the damaged **buildings** or any damaged part of the **buildings**, or
 - pay the cost of any necessary repair or replacement work
- make a deduction for wear, tear or betterment if
 - the sum(s) insured on **buildings** at the time of the loss or damage is less than the cost of rebuilding
 - the **buildings** have not been maintained in good repair or decorative order
- deduct the amount of any applicable **excess** stated in the **Schedule**.

No **excess** is applicable to Covers 2-9.

Pairs and sets

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

The maximum amount payable

The maximum amount **we** will pay for:

- any one claim is the sum insured shown in the **Schedule** plus index linked increases less the amount of any applicable **excess**. **We** will also pay costs incurred under
 - Cover 2 - Alternative accommodation and loss of rent
 - Cover 3 - Architects' and surveyors' fees and other costs
- damage caused by pets is £1,000.

Section 3 – Liability

What you are covered for:

1. Occupiers', personal and employers' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** and, if requested by **you**, **your domestic employees** become legally liable to pay as damages in respect of:

- accidental **bodily injury** to any person
- loss of or **accidental damage** to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property

arising as a result of:

- **your** occupation, not ownership, of the **buildings** or land belonging to the **home** or **your** allotment
- **your** duties as a Neighbourhood Home Watch coordinator
- the employment of any **domestic employee** occurring within the **territorial limits** and in the rest of the world during a temporary visit
- any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit.

2. Property owners' liability

Provided that **your buildings** are insured under Section 2 of this policy, **we** will cover **you** or **your family** for all amounts that **you** or **your family** become legally liable to pay in respect of:

- accidental **bodily injury** to any person other than **you** or **your family** or any persons employed by **you**

- loss of or **accidental damage** to material property

arising

- from **your** ownership of the **buildings** or land belonging to **your home**
- in respect of any **buildings** previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
- no other policy covers the liability
- **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for seven years from the cancellation date provided no other policy covers the liability.

3. Organised events

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in connection with or arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

4. Additional and acquired land

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay as owner of any additional land (provided **you** have told **us** about it) or which **you** may acquire, within the **territorial limits** and occurring during the **period of insurance** provided that:

- the land has not been acquired for property development or any business pursuits or activities
- there are no buildings on the land
- **you** inform **us** within 60 days of any acquisition and pay any additional premium required
- **you** are not entitled to payment under any other insurance.

5. Quad bikes, go-karts and off-road motorcycles

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in connection with or arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than:

- if a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
- any go-kart or off-road motorcycle that has an engine size of more than 50cc
- if used in circumstances for which a Road Traffic Act Certificate of Insurance is required
- incidents that occur outside the boundaries of **your home**
- whilst used for motor sport or competition or any practice therefor.

6. Hand or wind propelled watercraft

We will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in connection with or arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst:

- being used for racing or speed testing
- in any slalom event or in white water.

7. Tenant's liability

We will cover **you** for **your** legal liability as tenant for the cost of making good damage to the **buildings** as a result of any cause covered by Section 1 of this policy up to £1,000,000.

Section 3 – Liability

We will not pay for:

- the cost of maintenance and normal redecoration
- liability arising whilst the **buildings** are **unoccupied**.

8. Unrecovered damages

We will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within three months of the date of the award provided that:

- Cover 1 of this section - Occupiers', personal and employers' liability would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**
- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**
- there is no appeal pending
- the amount payable does not exceed £1,000,000.

Cover 4 will only apply if **your buildings** are insured under Section 2 of this policy and Covers 5, 6, 7 and 8 will only apply if **your contents** are insured under Section 1 of this policy.

What you are not covered for:

1. Any liability for:

- **bodily injury** to **you** or **your family**
- loss of or damage to property owned or occupied by or in the custody or control of **you** or **your family**.

2. Liability arising from:

- any incident occurring outside the **period of insurance**
- **bodily injury** (other than to a **domestic employee**) or loss of or damage to property arising from the ownership, possession or use of
 - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturer's recommended service intervals
 - mechanically or electrically propelled vehicles other than
 - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**
 - electric wheelchairs or mobility scooters

- pedestrian controlled models or toys
- motorised golf buggies or electric golf trolleys used within the boundaries of **your home** or on a golf course
- quad bikes, go-karts or off-road motorcycles as provided by Cover 5 of this section.

- trailers or horse-boxes whilst being towed
 - watercraft other than as provided by Cover 6 of this section
 - aircraft, hang-gliders or hovercraft
 - animals other than domestic pets or horses
 - commercial riding schools and establishments
 - horses whilst being used for racing, steeplechasing or playing polo
 - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
 - shotguns or firearms that are not used for sporting activities or pest control
 - the passing on of any infectious disease or virus
 - human immunodeficiency virus (HIV and/or any HIV related illness) including acquired immune deficiency syndrome (AIDS) and/or any mutant derivative or variations however caused
 - any trade, business, profession or employment of **you** or **your family** other than if directly arising from:
 - the use of the **home** as an office for non-manual work
 - gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
 - the accommodation of no more than six paying guests at any one time and the provision of food to such guests
 - any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
 - voluntary work for an organised registered charity, religious or community group
 - any agreement unless liability would have existed without the agreement
 - any **act of terrorism** other than for accidental **bodily injury** to a **domestic employee**.
- #### 3. The cost of remedying any fault or alleged fault.

Section 3 – Liability

Basis of claims settlement

In the event of **your** death or the death of any member of **your family we** will reimburse **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the Insured in the **Schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

We may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

The maximum amount payable

The amount payable will not exceed:

- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
 - a) any **act of terrorism**
 - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
- £10,000,000 in respect of all other claims arising from one cause plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

Section 4 - Home Emergency

Definitions

Wherever the following words or expressions appear in this Home Emergency section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

Contractor	A qualified person approved and instructed by the Helpline to undertake emergency work .
Home emergency	A sudden and unforeseen situation which if not dealt with quickly would render the home unsafe or insecure, or damage or cause further damage to the home or cause risk to you or your family .
Primary heating system	The principal central heating and hot water systems at your home excluding any form of solar, warm air or unvented heating systems.
Work	All efforts made by the contractor to rectify, limit or prevent damage in respect of the home emergency covered under this policy.
Vermin	Brown or black rats, house or field mice, wasps and hornets nests.

What you are covered for:

The cost of **contractors'** call out and labour charges, parts and materials up to £500 including VAT, in providing assistance in the event of a **home emergency** where one or more of the following has occurred in **your home**:

- the plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage
- the electricity supply system has failed or broken down completely
- the permanently installed cooking system has failed or broken down
- external locks, doors or windows have either failed or been damaged as to render the **home** insecure
- **you** have lost the only available key to the **home** and **you** are unable to replace it or gain normal access
- the **primary heating system** has failed or broken down completely
- **vermin** inside **your home**.

The maximum amount payable in any one **period of insurance** is £1,000.

What you are not covered for:

1. **Work** in excess of £500 including VAT.
2. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.

3. Call-out charges if there is no-one at **your home** when the **contractor** arrives.
4. Costs arising from or in connection with:
 - circumstances known to **you** prior to the inception date of **your** policy
 - any system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
 - replacement or adjustment to any decorative or cosmetic part of any equipment
 - lighting of boilers or the correct operation or routine adjustment of time or temperature controls
 - boilers over 15 years old or with an output of over 60kw per hour or 250,000 BTU's
 - garages, outbuildings, cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates
 - wilful act or omission or neglect by **you**
 - claims arising after the **home** has been left **unoccupied**
 - the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks
 - materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty
 - any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **buildings**, faulty workmanship or the use of defective materials, or river or coastal erosion.

How to make a claim

Before requesting assistance and making a claim, check that the circumstances are covered by this insurance. Telephone the helpline on **0845 026 7594** and provide details of the problem. All requests for assistance must be made to the Helpline and not to the **contractors** direct otherwise the **work** will not be covered.

Our assistance operator will arrange for one of **our** approved **contractors** to come to **your** assistance as quickly as possible. Remote locations or unforeseen situations such as weather conditions, industrial disputes (official or otherwise), road closures or any other circumstances preventing access to **your home** may affect normal standards of service.

Major emergencies which could result in serious damage or damage to life or limb should, as soon as you become aware, be advised to the supply company and/or the public emergency services. Gas leaks must, as soon as you become aware, be notified to the National Gas 24 hour Emergency Service on **0800 111 999**.

The **contractor** will charge the cost of all **work** covered by this insurance direct to **us**.

Section 5 - Family Legal Protection

Your Schedule shows if you are covered under this section.

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.

Definitions

Wherever the following words or expressions appear in this Family Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply:

We, us, our	DAS Legal Expenses Insurance Company Limited.
Insured person	You , and any member of your family who always lives with you . Anyone claiming under this section must have your agreement to claim.
Representative	The lawyer, accountant or other suitably qualified person who has been appointed by us to act for an insured person in accordance with the terms of this section.
Full enquiry	An extensive examination by HM Revenue & Customs which considers all aspects of the insured person's self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the insured person's self-assessment tax return.
Date of occurrence	The date on which the claim is first made in writing by or against the insured person during the period of insurance in respect of an Insured Incident occurring during or prior to the period of insurance but of which the insured person was not aware at the commencement of the first period of continuing insurance.
Costs and expenses	<p>a. Legal costs</p> <p>All reasonable and necessary costs chargeable by the representative on a standard basis.</p> <p>b. Accountant's costs</p> <p>All reasonable and necessary costs chargeable by the representative.</p> <p>c. Opponents' costs</p> <p>We will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p>

Territorial limit

a. For Insured Incidents 2, Contract Disputes: and 3, Bodily Injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

b. For all other Insured Incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

What you are covered for:

We agree to provide cover for the **insured person** against the Insured Incidents in this section, as long as:

- the premium has been paid; and
- the **date of occurrence** of the Insured Incident is during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- for civil claims, it is always more likely than not that an **insured person** 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 the **insured person** tells **us** within the time limits allowed that they 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 a **representative** appointed by **us**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Insured Incidents

1. Employment Disputes

We will negotiate for the **insured person's** legal rights in a dispute arising from their contract of employment for their work as an employee.

Section 5 - Family Legal Protection

2. Contract Disputes

We will negotiate for:

1. an **insured person's** legal rights in a contractual dispute arising from an agreement or alleged agreement which an **insured person** has entered into for:

- a) the buying or hiring in of any goods or services; or
- b) the selling of any goods.

2. **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement which **you** have entered into for the buying or selling of **your** principal home:

provided that, in both 1. and 2.

*i. the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**;*

and

ii. the amount in dispute is more than £100.

3. Bodily Injury

We will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or **bodily injury** to, the **insured person**.

4. Property Protection

We will:

- a) negotiate for the **insured person's** legal rights in a civil action; and/or
- b) arrange mediation

for a dispute relating to material property (including **your** principal **home**) which is owned by the **insured person**, or for which the **insured person** is responsible, following:

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

5. Tax Protection

We will negotiate for an **insured person**, and represent them in any appeal proceedings, in the event of a **full enquiry** into their personal tax affairs.

6. Legal Defence

1. We will defend an **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to:

- a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
- b) civil action being taken against the **insured person** under:
 - i. legislation for unlawful discrimination; or
 - ii. section 13 of the Data Protection Act 1998.

2. We will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What you are not covered for:

What is not covered under Insured Incident 1, Employment Disputes:

Costs and expenses for:

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

What is not covered under Insured Incident 2, Contract Disputes:

A claim relating to:

1. a contract regarding an **insured person's** trade, profession, employment or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
3. a contract involving a motor vehicle;
4. 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);
5. a dispute arising from any loan, mortgage, pension, investment or borrowing.

What is not covered under Insured Incident 3, Bodily Injury:

A claim relating to:

1. any illness or **bodily injury** which happens gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** legal rights, but defending a counter-claim is covered.

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What is not covered under Insured Incident 4, Property Protection:

1. A claim relating to:
 - a) a contract entered into by an **insured person**;
 - b) any building or land other than **your principal home**;
 - c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority unless the claim is for accidental physical damage;
 - d) work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e) a motor vehicle owned or used by, or hired or leased to an **insured person**;
 - f) mining subsidence.
2. Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

What is not covered under Insured Incident 5, Tax Protection:

1. The tax affairs of a company, or any claim if the **insured person** is self-employed, a sole-trader, or in business partnership.
2. An investigation by the Special Compliance Office.

What is not covered under Insured Incident 6, Legal Defence:

1. Parking or obstruction offences.
2. The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

What is not covered under this section:

1. A claim reported to **us** more than 180 days after the **insured person** should have known about the Insured Incident.
2. An incident or matter arising before the start of this section.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. An Insured Incident intentionally brought about by an **insured person**.

6. A legal action an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
8. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
9. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
10. A dispute with **us** not otherwise dealt with under Condition 7 of this section.
11. **Costs and expenses** that are incurred where the **representative** handles the claim under a contingency fee arrangement.
12. An application for Judicial Review.

Conditions applicable to this Section

1. An **insured person** must:
 - a) keep to the terms and conditions of this section;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) send everything **we** ask for, in writing;
 - e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2.
 - a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - b) An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - i. **we** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.

We may choose not to accept an **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.
 - c) In all circumstances except those in 2.b) above, **we** are free to choose a **representative**.
 - d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.

Section 5 - Family Legal Protection

- e) **We** will have direct contact with the **representative**.
- f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
- g) An **insured person** must give the **representative** any instructions that **we** require.
- 3. a) An **insured person** must tell **us** if anyone offers to settle a claim.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 4. a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
- 5. If the **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** **we** have paid.
- 7. If **we** and an **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** 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.
- 8. **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** 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 an **insured person** 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.
- 9. **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
- 10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

How to make a claim

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

To make a claim under this section, please phone **us** on **0845 026 7595**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this policy, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to our claims handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to our Claims Department at the following address: 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

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

When we cannot help

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.

Complaints

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, **we** have internal complaint-handling procedures. A copy of these is available on request. Please address all complaints to **our** Chief Executive Officer at Head Office, who will direct the complaint to the head of the relevant department(s).

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274.

DAS has its website at www.das.co.uk

If **you** are still not happy, **you** can contact the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.

They can also be contacted by telephone on **0300 123 9123**.

Their website is at www.financialombudsman.org.uk

Using this service does not affect **your** right to take legal action.

Valuation Service

**Lyon and
Turnbull**

020 7930 9115

LYON & TURNBULL
ESTABLISHED 1826

**Quastel
Associates**

0208 952 9188



Gurr Johns

020 7839 4747



Seymour's

020 7493 2662

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ART ADVISERS & VALUERS

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