

Saga Home Insurance
Legal Expenses Cover policy book

SAGA

Helplines

Please have your policy number to hand when calling

For Legal Expenses claims

Claims

from the UK

0845 9000 013

24 hours a day, seven days a week.

from abroad

+44 117 933 0645

For questions about your home insurance policy

Customer service

from the UK

0845 366 1607

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

Please refer to your main policy booklet for contact numbers if you wish to make a non-legal claim on your Saga Home Insurance policy.

from abroad

+44 1303 771 825

Legal helpline

You can receive confidential legal advice over the phone on any personal legal problem, such as neighbour disputes or consumer law, from our qualified legal experts. We offer advice relating to the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. There is no limit to the number of calls you can make and you can rest assured that your conversation will be treated in the strictest confidence.

The Saga helpline does not provide cover for any costs you have to pay because you followed the advice given. However, you may be able to claim using your Legal Expenses Cover. Please read 'How to make a claim' on page 13 of this booklet for details.

Saga helpline

from the UK

0845 9000 013

24 hours a day, seven days a week.

from abroad

+44 117 933 0645

Tax advice helpline

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

Saga helpline

from the UK

0845 9000 013

24 hours a day, seven days a week.

from abroad

+44 117 933 0645

Counselling helpline

You can take advantage of a confidential counselling service over the telephone including, where appropriate, onward referral to relevant voluntary or professional services (at your expense).

Counsellors are qualified and experienced members of The British Association for Counselling and Psychotherapy. They are trained to listen and guide on a range of emotional issues, including relationships, bereavement, depression, stress and anxiety. In the event of a trauma, for example burglary, mugging, or illness, counsellors will talk you through your problems and help you find ways of overcoming them. There is no limit to either the length of your calls, or how often you can use this service.

Saga helpline

from the UK

0845 9000 016

24 hours a day, seven days a week.

from abroad

+44 117 933 0646

For your protection and for training purposes, telephone calls are recorded, except those to the counselling service.

Legal Expenses Cover

This contract is a contract between **you** and **us**, DAS Legal Expenses Insurance Company Limited and is based on the information **you** gave **us** when **you** applied for this insurance. In return for **your** premium, **we** will provide the cover shown in **your** Schedule.

Please read this document together with **your** Schedule. These set out the cover **you** have chosen, the terms and conditions plus any limits and exclusions that apply. **You** should return the Schedule to Saga Services Limited immediately if any details are incorrect or if it does not provide the cover **you** need.

Glossary of terms

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

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

Costs and expenses

- (a) Legal costs** All reasonable and necessary costs chargeable by the **adviser**.
- (b) Accountant's costs** All reasonable and necessary costs chargeable by the **adviser**.
- (c) Opponents' costs** **We** will also pay the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with **our** agreement.

Date of occurrence (a) For civil cases (except under paragraph 5, Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.

- (b) For criminal cases, the date of occurrence is when **you** began, or are alleged to have begun, to break the criminal law in question.
- (c) For a **full enquiry**, the date of occurrence is when the Inland Revenue first notifies **you** in writing of its intention to make enquiries.

Full enquiry

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

Home

Your house as described in **your** Schedule and its garages, sheds and outbuildings on permanent foundations **you** use only for domestic purposes.

Territorial limit

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

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

You, your

The person or people shown in the Schedule as the policyholder and your husband, wife or partner, children (including children of your husband, wife or partner and adopted and foster children) and any other person, who permanently lives with you in your **home**. This does not include lodgers and other guests.

We, our, us

DAS Legal Expenses Insurance Company Limited (Company number 103274). Registered address: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. DAS is authorised and regulated by the Financial Services Authority.

Future underwriter changes

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

Cover

We cover the following

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

2. Contract disputes
We will negotiate for **your** legal rights:
 - arising from an agreement or an alleged agreement for:
 - i. the buying, leasing or hiring in of any goods or services; or
 - ii. the selling of any goods;
 - in a contractual dispute or for misrepresentation arising from an agreement for the buying or selling of **your home**;

We do not cover the following

Costs and expenses for:

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

Any claim relating to:

- a contract regarding **your** trade, profession, employment or any business venture;
- construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- a contract involving a motor vehicle;

We cover the following

provided that:

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

3. Bodily injury

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

4. Property protection

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

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

5. Tax protection

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

We do not cover the following

- the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- a dispute arising from any loan, mortgage, pension, investment or borrowing.

Any claim relating to:

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

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

Any claim relating to:

- a contract entered into by **you**;
- any building or land other than **your home**;
- someone legally taking **your** material property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority unless the claim is for accidental physical damage;
- work done by any government or public or local authority unless the claim is for accidental physical damage;
- a motor vehicle owned or used by, or hired or leased to **you**;
- mining subsidence.

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

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

An investigation by the Special Compliance Office.

We cover the following

6. Legal defence

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

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

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

We do not cover the following

Parking or obstruction offences.

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

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

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

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

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

Claims settlement

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

General Exclusions

We will not pay for the following:

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

Claims relating to:

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

An application for judicial review.

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

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

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

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

Date recognition

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

War

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

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

Terrorism

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

Radioactive contamination

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

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

Sonic bangs

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

General Conditions

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

1. Policy terms

You must:

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

2. Choice of adviser

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

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

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

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

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

Arbitration

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

If the adviser withdraws

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

If you withdraw

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

3. Claims - your duty

You must:

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

4. Claims - our rights

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

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

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

5. Chances of success

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

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

6. Cancellation

Cancellation within the first 14 days

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

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

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

Cancelling your policy

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

Please be advised that the Legal Expenses Cover premium is non-refundable after the first 14 days.

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

7. Other insurance

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

8. Policy terms

We will only provide cover if as far as **you** know the declaration **you** have made and the information **you** have supplied, as detailed in **your** Statement of Insurance, is true and complete. **You** must keep to all the terms of this policy. If **you** do not do this, it will make the contract invalid and **you** will not be able to make a claim.

9. Alterations

You must tell **us** or Saga Services Limited in writing as soon as possible about any change which may affect this policy. If **you** do not tell **us**, **we** can declare the policy not valid or reduce the cover **we** provide.

The facts **we** need are those which **we** consider important in assessing or accepting **your** insurance. If **you** are in any doubt as to whether to tell **us** about any change, **you** should tell **us** anyway.

10. Choice of law

This policy will be governed by English law. All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

11. Non-payment of premium

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

12. Fraudulent claims

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

13. Financial Services Compensation Scheme

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

How to make a claim

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

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

Please write to **us** at:

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

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

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

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

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

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

Customer service

Our customer service commitment to you

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

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

If you have a query or complaint about your Saga Home Insurance policy, please contact Customer Services on **0845 366 1607**. If your complaint is about a claim please call **0845 9000 013**. If this does not resolve your complaint, please follow the procedure listed below.

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

Step 1 - Please contact

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

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

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

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

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

Step 1 - Please contact:

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

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

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

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

Financial Ombudsman Service

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

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800

Important note

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

SAGA

Saga has arranged for its Legal Expenses Cover to be underwritten by DAS Legal Expenses Insurance Company Limited (Company No.103274). Registered address: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. DAS is authorised and regulated by the Financial Services Authority. Saga Services Limited is a wholly owned subsidiary of Saga Group Limited and is registered in England and Wales (Company No. 732602). Registered Office: The Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE. Saga Services Limited is authorised and regulated by the Financial Services Authority.