



Your Policy Book
Home Insurance

SAGA
keep doing

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Saga Services Limited has arranged for Saga Home Insurance and Saga Legal Expenses cover to be insured by the insurer(s) named on your Schedule. Insurers' details can be checked on the FCA's register by visiting the FCA's website at register.fca.org.uk/ or by calling 0800 111 6768.

Welcome to Saga Home Insurance

Thank you for taking out home insurance with Saga.

This book, together with your policy Schedule and any endorsements, contains all the information you need to know about your Saga Home Insurance policy and we hope you find it easy to understand.

On the following pages you'll find an overview of our buildings and contents insurance along with a diagram showing some of the situations you are covered for. Please check this to make sure the policy you have chosen is appropriate for your needs.

There's some other information we need to tell you, such as what to do if you're not happy with your policy. You can find this information on [pages 8-10](#).

Next we tell you more specific information about your policy, including an explanation of words that have particular meanings in this book, before getting down to the real detail of exactly what you can and can't claim for. There are some things that we always

exclude from cover and these are shown in the General Exceptions on [page 56](#); while the General Conditions that follow explain what you need to do to ensure you have the full protection of your policy.

Some of the cover detailed in this book is optional and therefore not automatically included in your policy. Please refer to your Schedule to see whether you have chosen it. If not, and you would like to do so, we will be happy to give you a quote.

Finally, if you need to make a claim on your policy, you can find details of how to do so on [page 52](#).

Your cover at a glance

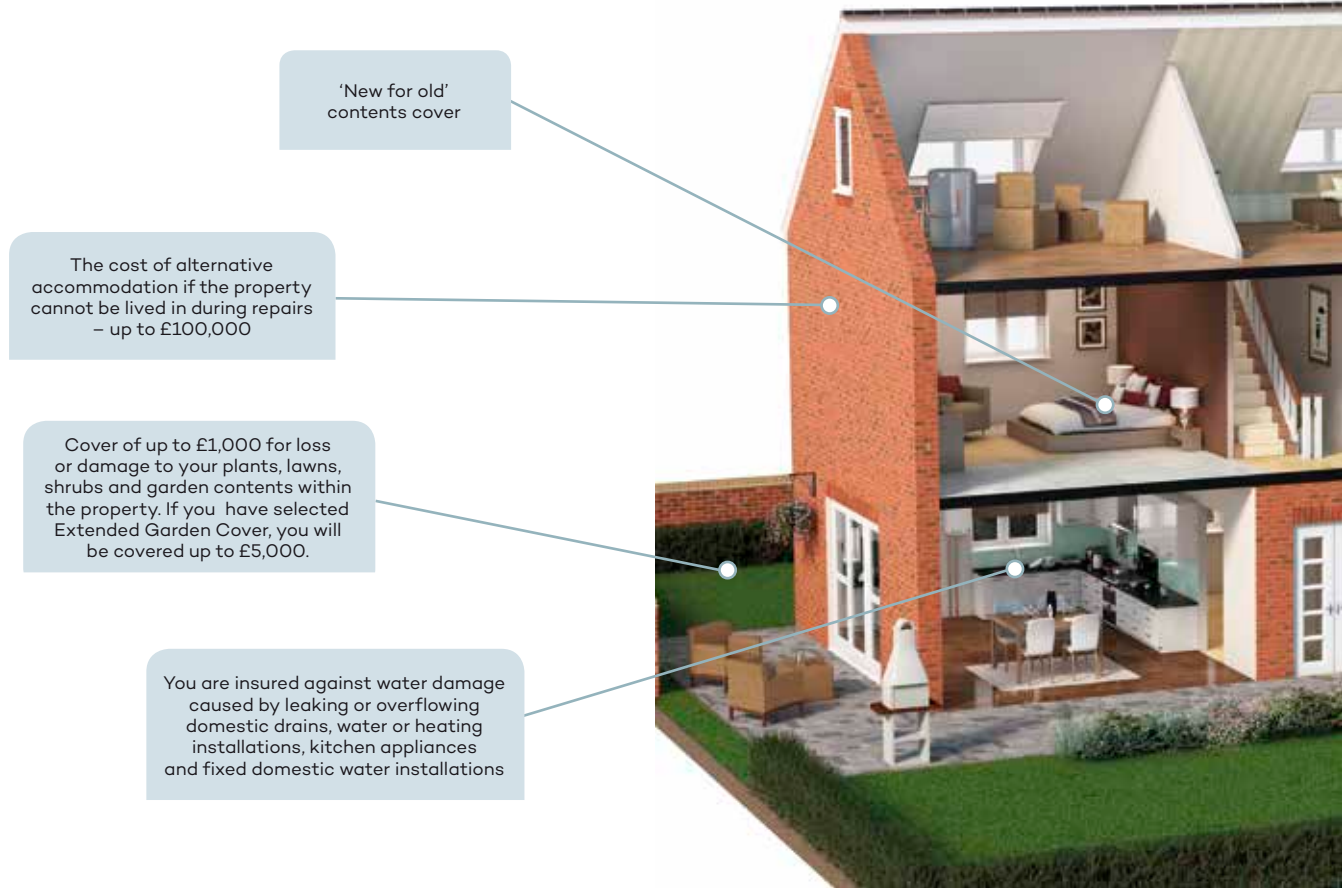
What's covered	Maximum amount payable
Buildings Essential cover	
Rebuilding and repair costs	Sum insured shown on policy Schedule
Property owner's liability	£2,000,000
Alternative accommodation	£100,000
Trace and access of a water or oil leak	£5,000
Accidental damage to cables and underground pipes	Up to buildings sum insured
Accidental damage to fixed glass and sanitary fixtures	Up to buildings sum insured
Accidental loss or damage - optional cover	Up to buildings sum insured
Emergency entry	Up to buildings sum insured
Lock replacement	£1,000
Compulsory evacuation	Up to buildings sum insured

What's covered	Maximum amount payable
Contents Essential cover	
New for old cover for contents	Sum insured shown on policy Schedule
Alternative accommodation	£25,000
Liability to others	£2,000,000
Accidental damage to non-portable domestic gas/electrical appliances	Up to contents sum insured
Accidental loss or damage - optional	Up to contents sum insured
Visitors' personal belongings	£250 per person up to a maximum of £1,000
Contents in the open	£1,000
Lock replacement	£1,000
Garden cover	£1,000
Personal money	£500
Frozen food	£500
Oil and metered water	£2,000
Contents temporarily removed from the home	£5,000 (£1,000 from a domestic garage or outbuilding)

What's covered	Maximum amount payable
Credit cards	£500
Carers' personal belongings	£250 for any one carer
Theft from outbuildings	£3,000
Valuables cover	Amount shown on policy Schedule
Valuables single item limit	£2,500 unless specified
Theft by bogus officials	£250
Medical equipment on loan	£5,000
Religious festival increase	10% of sum insured during the month of any religious festival
Wedding, civil partnership, birthday and anniversary increase	20% of sum insured one month before and one month after
Fatal accident	£5,000
Business equipment	£5,000
Title deeds	£2,500
Liability for domestic employees	£5,000,000
Liability as a tenant	£5,000
Unrecoverable court awards	£100,000

What's covered	Maximum amount payable
Additional cover options	
Personal Belongings Cover - Unspecified Items	Amount shown on policy Schedule Single item limit - £2,500 per individual item, pair or set (excluding bicycles); £500 for bicycles and their accessories
Personal Belongings Cover - Specified Items	Amount shown on policy Schedule
Specified Bicycles Outside the Home Cover	Amount shown on policy Schedule
Extended Garden Cover	Loss or damage to your garden and its contents, including professional garden design fees and expenses - £5,000
Legal Expenses Cover	£100,000

Covering your home from top to bottom





Cover for damage to your desktop computer – up to contents sum insured

Trace and access of a leak – up to £5,000

Cover for accidental damage to your television – up to contents sum insured

Cover for contents in your domestic garage or outbuildings at the property – up to contents sum insured, except theft or attempted theft where cover is restricted to £3,000

Personal money and credit cards – up to £500

Cost of replacing new locks or mechanisms – up to £1,000

Some other information you need to know

Our customer service commitment to you

Saga aims to provide you with high levels of service at all times. However, if you feel that our service has fallen below the standard you expect and you want to complain, we will do our best to sort it out quickly. If you have a query or a complaint please see your Schedule where you will find our contact telephone numbers as well as our address details if you prefer to write to us.

What happens when it's time to renew your policy

We will send you a renewal invitation around 21 days before your renewal date, which will include your premium for the next year. If you originally paid for your policy by Direct Debit, or by continuous authority credit card or debit card, we will automatically renew your policy using these payment details, so you don't need to do anything if you want to renew your policy. However, if you don't want to renew, or you want to change your payment method, you will need to contact us on 0800 056 9085 to let us know. You will also need to cancel your Direct Debit mandate with the bank.

Use of your information

The information you have given to Saga Services Limited (Saga) and/or the insurer(s) will be held and used to manage your insurance policy, which will include both underwriting and claim handling. For this purpose Saga and/or the insurer(s) may disclose it to other interested third parties, for example to other insurers, regulatory authorities and to agents who provide services on their behalf.

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

Saga and/or the insurer(s) will ensure that any personal data you provide will be held securely and in accordance with data protection

legislation. From time to time Saga and/or the insurer(s) may use service providers and organisations outside the European Economic Area (EEA) for the purpose of processing services, system testing and maintenance. It is worth noting however that some non-EEA countries do not afford the same level of data security as the UK. By submitting your details, you consent to this transfer. The insurer(s) and/or, if applicable, Saga will always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

Your calls may be monitored and recorded in order that the service may be improved and to help prevent and detect fraud. Saga and/or the insurer(s) may check information provided or received and may also undertake additional fraud searches.

Credit Reference Bureaus: To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods Saga and/or the insurer(s) is able to offer you), Saga and/or the insurer(s) may obtain information about you from a number of sources, including credit reference bureaus, to assess your financial and insurance risk and your identity. The credit reference bureaus will keep a record of the search; this may be reflected in your credit score.

In order to assess financial and insurance risk, we will make checks on the full and open registers of the electoral roll and public data provided to us by credit reference bureaus and other third parties. This is also to assess your premium at quote and renewal, for credit applications and to assist with identity checks in order to prevent money laundering.

By applying for this policy you consent to Saga and/or the insurer(s) processing personal data, including sensitive personal data, about you and any other persons who are the subject of that application and/or who may be insured under the policy. You

understand that all personal data you provide must be accurate and that if you supply another person's personal data you are, by doing so, confirming that you have the specific consent of that other person to disclose that data.

Saga and/or the insurer will use your information (and that of other people insured by your policy), either collected at the outset or obtained from other third parties, for the following purposes:

- To assess financial and insurance risks;
- To prevent and detect crime including fraud, money laundering and financial sanctions;
- To develop our products, pricing, systems, services and relationships with you;
- To comply with our legal and regulatory obligations.

Saga and/or the insurer(s) may share this information with third parties in order to carry out insurance related activities on our behalf, including management of your claim, and legal advice.

From time to time Saga and/or the insurer(s) may need to disclose your personal and sensitive personal information and that of any other persons insured by your policy to other insurers, reinsurers, third party underwriters, credit reference bureaus, fraud prevention agencies, regulators and law enforcement agencies.

By accepting the original quotation and taking out this Saga policy you have provided us with permission on your own behalf and on behalf of any other persons insured by your policy to collate this sensitive personal data. You are deemed to have made any other persons insured by your policy aware of the information that has been captured and the uses disclosed.

Saga and/or the insurer(s) may transfer the rights and obligations existing under this policy of insurance.

If you contact us electronically we may store your Internet Protocol (IP) address or your telephone number supplied by your Service Provider. This may be used to identify repeat website visits, fraudulent behaviour or mystery shoppers using Saga Group websites.

Saga uses the data they collect from you, including sensitive personal data, to contact you and personalise their communication. Saga and/or the insurer(s) also use it for administrative purposes to provide the service you requested and for preparing quotations. If Saga has obtained your permission to do so, they will also contact you by post, telephone, email or other means to tell you about offers, products and services that may be of interest to you. At any time you can opt out of receiving such information, revise the products you would like to hear about or change the method they use to communicate with you. You can update these preferences by calling 0800 056 9102. For further information about how the Saga Group uses your personal information, please visit www.saga.co.uk/privacy-policy.aspx or contact the Saga Group Data Protection Officer by email: data.protection@saga.co.uk or post: The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

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

What we do to combat fraud

Fair processing notices

As part of our fraud prevention process we will complete a number of enquiries to check the details you provide us with. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

The insurers and other organisations may also access and use this information to prevent fraud, money laundering and financial crime, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities and recovering debt;

- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

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

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

What happens if we change the underwriter of your policy

Your Saga Home Insurance policy is currently provided and insured by the insurer(s) noted on your Schedule, as part of an agreement between Saga Services Limited and the insurer(s). At some time in the future Saga may enter into an arrangement with a new provider for all or part of your policy in which case this new provider will offer you new cover to replace your current policy. If this is the case, we will write to you to confirm the details of the new provider, and give you details of any changes to the Terms and Conditions of your policy. You hereby authorise Saga to transfer any personal data to the new provider, and you consent to the new provider being able to offer cover to you. If at any time you wish to withdraw your agreement to this, please let us know by calling 0800 056 9060.

Inflation protection – index-linking

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

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

Buildings

If you have specified your buildings sum insured we will index-link the sum insured shown on your Schedule. We use the

House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index. We do not apply index-linking to our standard limit.

Contents

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

For your specified items included in the optional Personal Belongings – Specified Items, we will index-link the sum insured shown on your Schedule, using the Retail Price Index or another appropriate index.

The language and law applicable to this policy

The terms and conditions and all other information concerning this insurance are supplied in the English language and we undertake to communicate in this language for the duration of the policy. Unless we have agreed otherwise, this contract will be governed by the law of England and Wales.

Your policy in detail

Saga Home Insurance is an insurance product provided by the insurer shown in your Schedule.

The insurer has relied on the information and statements you gave when they agreed to provide cover. This information and statements, together with this policy wording and the policy Schedule, form the insurance policy and must be read together as one document. Please read this Policy Book and your Schedule carefully to make sure they meet your needs.

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

The insurer agrees to insure you according to the terms, conditions and exclusions in this Policy Book for the sections shown in your Schedule. They will provide cover for any period for which you have paid or agreed to pay the required premium.

Specific policy words and what they mean

This part of the policy sets out the words that have a specific meaning when relating to **your** policy. These words are listed below with the meaning explained beside them and, to help **you** identify them, they are printed in bold type whenever they appear in the policy.

There are other words with specific meanings listed under the Legal Expenses section on [page 41](#). **You** should also look at these. **Your Schedule** will show **you** if **your** policy includes this section.

Accidental damage Unexpected and unintended damage caused by sudden means.

Accidental loss Unexpected and unintended physical loss.

Administration fee The amount shown in **your** documents that **Saga** may charge for administering **your** insurance policy if **you** make a change to **your** cover, request new documents or cancel **your** insurance policy before **your** renewal date.

Arrangement fee The amount shown in **your** documents as a fee charged under a separate contract between **you** and **Saga** for arranging **your** insurance policy.

Associated costs The cost of clearing a site, demolition, shoring up or propping up the **buildings** to carry out repairs.

Bedroom A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.

Bogus officials Anyone falsely claiming to be a representative from an organisation, company or governing body, in order to gain unforced access into **your home**.

Buildings

Your home and its permanent **fixtures and fittings**, boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools and their covers, tennis courts, cables, underground pipes and inspection covers, septic tanks and central-heating gas or oil tanks all forming part of the **property** for which **you** are legally responsible. These must all be at the address shown in **your Schedule**.

Business equipment

Office equipment, furniture and stock (not held for sale) that belongs to **you**, **you** are responsible for under a hiring or legal agreement or **you** are legally liable for.

Contents

1. Household goods, including tenant's interior decorations, **valuables**, **personal belongings**.
2. Bicycles while in the **home**.
3. **Fixtures and fittings** which belong to **you** as tenant of **your home**.
4. Satellite dishes, radio and television aerials, fittings and masts fixed to **your home**.
5. **Personal money**.
6. **Credit cards**.
7. **Garden contents**.

Contents (cont.)	<p>Contents are only covered if:</p> <ul style="list-style-type: none"> a) they belong to you; b) you are responsible for them under a hiring or legal agreement; or c) you are legally liable for them. <p>The following are not included as contents:</p> <ul style="list-style-type: none"> a) Motorised vehicles and their trailers, trailer tents, or their accessories and parts. b) Caravans, horse boxes, or their accessories and parts. c) Aircraft and hovercraft, or their accessories and parts. d) Boats (unless models or hand propelled), boards and any other watercraft designed to be used in or on water, or their accessories and parts. e) Any living creature. f) Business equipment. 	Garden contents	<p>Items that are designed to be kept either temporarily or permanently in the garden within the boundaries of the land belonging to your home, including garden furniture, unfixed garden storage units, garden tools and equipment, barbecues, portable hot tubs, children's play equipment, garden ornaments, hutches and coops including their accessories, plant containers, freestanding greenhouses, ponds and their accessories, outdoor heating and lighting, freestanding garden structures, canopies and trellis work, that you own.</p> <p>Garden Contents does not include outbuildings, fences, gates or ride-on mowers and their accessories.</p>
Credit cards	Bank, charge, cheque guarantee, credit, debit and cash dispenser cards you hold for personal purposes.	Ground heave	The upward or sideways movement of the site on which your buildings are situated caused by the swelling of the ground.
Endorsements	An extension or restriction to your policy. Endorsements only apply if they appear in your Schedule .	Home	The house, bungalow, flat or maisonette shown in your Schedule . Domestic garages belonging to the property . Secured outbuildings if they form part of the property .
Excess	The first part of any claim which you must pay. We show the excess amounts in your Schedule .	Insurer(s)	The insurer(s) shown in your Schedule .
Fixtures and fittings	Built-in furniture, built-in kitchen appliances , fixed glass and sanitary ware, solar panels, pipes, ducts, wires, cables, switches, fires, boilers, radiators, storage heaters, fixed wall, floor and ceiling coverings other than carpets.	Kitchen appliances	Dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which you own.
		Landslip	Sudden movement of soil on a slope or gradual creep of a slope over a period of time.
		Motorised vehicles	Any electrically or mechanically powered vehicles other than:

Motorised vehicles (cont.)	<ul style="list-style-type: none"> vehicles used as domestic gardening equipment within the boundaries of the land belonging to your home; vehicles designed to help infirm or disabled people (as long as the vehicles are not registered for road use); golf carts and trolleys; and pedestrian-controlled toys and models. 	Schedule	The document showing details of the policyholder and the insurance protection provided. Your Schedule is part of this policy and must be read in conjunction with the policy.
Personal belongings	<p>Clothing (including items of leather and sheepskin) and personal items including sports equipment (other than those excluded under contents) designed to be worn or carried and camping equipment (excluding trailer tents).</p> <p>This does not include:</p> <ul style="list-style-type: none"> valuables or personal money; bicycles. 	Settlement	The natural movement of new properties in the months and years after they are built.
Personal money	<p>Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps and certificates, unused current postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phone cards and trading stamps including television licence, gas, electricity and phone stamps you hold for personal purposes.</p> <p>Personal money does not include:</p> <ul style="list-style-type: none"> lottery and raffle tickets; air miles vouchers and cards; promotional vouchers and cards; or credit cards. 	Subsidence	Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves.
Policyholder	The person(s) named in your Schedule .	Sum insured	The amount shown in your Schedule as the most we will pay for any number of claims from the same event.
Property	The buildings and the land within its boundary.	Unfurnished	When your home is not sufficiently furnished for normal living purposes for more than 60 days in a row.
Saga	Saga Services Limited.	Unoccupied	When your home has not been lived in by you , or a person authorised by you , for more than 60 days in a row.
		Valuables	Jewellery, watches, clocks, furs, articles made of gold, silver and other precious metals, precious stones, pictures, works of art and collections of stamps, coins and medals which you own or are in your possession.
		We, our, us	The insurer(s) shown in your Schedule .
		You, your	The person or people shown in the Schedule as the policyholder and your husband, wife or partner (including civil partner), children (including children of your husband, wife or partner and adopted and foster children) and any other person, who permanently live with you in your home . This does not include lodgers and other guests.

Buildings Essential cover

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

We cover the following

Your buildings

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

1. Fire, smoke, lightning, explosion, earthquake, storm, flood, and smudging as a result of fixed oil-fired central heating.
2. Theft or attempted theft.
3. Escape of water (water damage) as a result of a burst, leaking or overflowing fixed domestic drain, water or heating installation, **kitchen appliance** or fixed domestic water piping/ pipes. This includes damage to any fixed domestic water installation caused by freezing or bursting.
4. Damage caused by oil as a result of a leak from a heating installation or fixed domestic oil piping/pipes.

We do not cover the following

The General Exceptions shown on [page 56](#).

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

Fees which **you** incur:

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

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

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

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

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

Caused by **subsidence, ground heave, settlement** or **landslip**.

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

Caused by **subsidence, ground heave, settlement** or **landslip**.

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

5. Trace and access. **We** will also pay up to £5,000 in total for the costs **we** have agreed to in advance, for locating the source of the water or oil damage including the reinstatement of any wall, flooring or ceiling removed or damaged during the search.

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

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

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

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

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

Caused by **subsidence**, **ground heave**, **settlement** or **landslip**.

Caused by **your** pets.

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

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

Caused by:

- coastal or riverbank erosion;
- demolition, structural alterations or structural repairs;
- faulty design;
- foundations which did not meet buildings regulations at the time of construction;
- any loss or damage where compensation is provided by contract or legislation;
- **settlement**;

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

9. Malicious acts or vandalism.

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

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

12. **Accidental damage** to:

- fixed glass in windows, doors, solar panels, fanlights and skylights in **your buildings**;
- mirrors in permanent **fixtures and fittings**;
- sanitary fixtures in **your home**; or
- cooking hobs in fixed appliances.

13. **Accidental loss or accidental damage to your buildings** (optional cover)

Please note this is an optional cover. **Your Schedule** will show whether **you** have selected this cover and it will be titled Essential with Full Accidental Damage.

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

- damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **your home** are damaged at the same time by the same cause; or
- damage to the **buildings** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **buildings**.

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

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

Caused:

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

Loss or damage caused by:

- wear and tear;
- insects, parasites or vermin (other than squirrels);
- fungus or mildew;
- atmospheric or climatic conditions, frost or the action of light;

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

We also provide the following additional benefits:

14. Fees and other costs

After loss or damage insured by this section:

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

15. Alternative accommodation

We will pay up to £100,000 for any one claim where **your home** cannot be lived in as a result of loss or damage insured by the Buildings Essential cover section of **your** policy and, if

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

- alterations, repairs, maintenance, restoration, dismantling or renovating;
- any process of cleaning, drying, dyeing, heating or washing;
- chewing, scratching, tearing or fouling by pets;
- faulty design or workmanship or using faulty materials;
- mechanical or electrical breakdowns or failure;
- demolition, structural alterations or structural repairs; or
- loss or damage caused by **settlement**.

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

Loss or damage shown as not insured under paragraphs 1 to 12 (see [pages 15 to 17](#)).

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

If **your home** cannot be lived in because **you** are prevented from doing so by a responsible authority:

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

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

selected, the Buildings Accidental Damage option. The costs that **we** agree in advance are to cover:

- **your** alternative accommodation (which is of a similar size and standard to **your home**) and that of **your** domestic pets;
- any rent that **you** would have received;
- rent **you** still have to pay including up to two years' ground rent.

16. Compulsory Evacuation – rent and other accommodation:

We will pay up to the **buildings sum insured** for costs that **we** agree in advance, incurred for a maximum period of 30 days for:

- rent **you** are responsible for paying; and
- **your** alternative accommodation (which is of a similar size and standard to **your home**) and that of **your** domestic pets;

when **your home** cannot be lived in because **you** are prevented from doing so by a responsible authority:
– following damage to a neighbouring property; or
– because of a risk to **your** health and safety from something external to **your home**.

17. Emergency Entry

Loss or damage to **your home** and lawns, trees, shrubs and plants caused by forced entry due to a medical emergency involving **you** or caused by the emergency services.

18. Lock replacement

The cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and

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

If **you** have claimed for lock replacement under the Contents section of this policy.

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

safes installed in **your home** if the keys are lost or stolen anywhere in the world.

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

19. Selling your home

If **you** sell the **buildings** insured by this policy it will be covered for the benefit of the person who buys it until the completion of the contract of sale or, in Scotland, 'conclusion of missives'.

20. Your legal liability as owner of the buildings:

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

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

There is a limit of £2 million for all claims, including any claimant costs and expenses arising from any one accident.

We will also pay defence costs and expenses, which **we** agree to in writing.

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

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

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

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

There is other insurance in place for the **buildings**.

The period is more than 90 days from the date of exchanging contracts or the 'conclusion of missives'.

Liability for:

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

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

Liability as a result of:

- **your** trade, profession or employment other than as owner of the **buildings**; or
- any agreement or contract, unless **you** would have been liable anyway.

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

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

There is a limit of £2 million for all claims, including any claimant costs and expenses arising from any one accident. **We** will also pay defence costs and expenses, which **we** agree to in writing.

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

Important – liability information

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

Contents Essential cover

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

We cover the following

Your contents

Where they are insured:

- in **your home** or within the boundaries of **your home**.
- while stored in a bank, safe deposit or in the strongroom of a bank or solicitor's offices.

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

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

2. Theft or attempted theft.

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

We do not cover the following

The General Exceptions shown on [page 56](#).

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

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

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

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

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

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

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

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

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

3. Escape of water (water damage) as a result of a burst, frozen, leaking or overflowing fixed domestic drain, water or heating installation, **kitchen appliance** or fixed domestic water piping/pipes.

4. Damage caused by oil as a result of a leak from a heating installation or fixed domestic oil piping/pipes.

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

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

7. **Subsidence** or **ground heave** of the site on which the **buildings** stand, or **landslip**.

8. Malicious acts or vandalism.

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

10. **Accidental damage** to:
 - domestic electrical or gas equipment or appliances such as televisions, which are not designed to be portable;

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

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

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

Caused by **your** pets.

Arising from felling, lopping or topping of trees.

Caused by coastal or river erosion.

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

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

The erasure or distortion of information on computer equipment.

To electrical or gas equipment designed to be portable.

To laptops, netbooks and computer tablets.

Caused by:

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

- satellite dishes and aerials;
- mirrors, plate glass tops to furniture and fixed glass in furniture; and
- cooking hobs or tops on free-standing cookers.

11. Accidental loss or accidental damage to your contents (optional cover)

Please note this is an optional cover. **Your Schedule** will show whether **you** have selected this cover and it will be titled Essential with Full Accidental Damage.

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

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

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

The erasure or distortion of information on computer equipment.

To:

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

Caused by or arising from:

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

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

We also provide the following additional benefits:

12. Alternative accommodation

We will pay up to £25,000 for any one claim where **your home** cannot be lived in as a result of loss or damage insured by the Contents Essential cover section of **your** policy and, if selected, the Contents Accidental Damage option.

The costs that **we** agree in advance are to cover:

- **your** alternative accommodation (which is of a similar size and standard to **your home**) and that of **your** domestic pets;
- the cost of temporary storage of **your contents**.

13. Personal money and credit cards

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

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

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

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

- mechanical or electrical breakdowns or failure; or
- demolition, structural alterations or structural repairs to **your buildings**.

The erasure or distortion of information on computer equipment.

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

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

Shown as not insured under paragraphs 1 to 9 of the contents section of this policy on [pages 22 to 23](#).

Financial loss where:

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

You will pay the first £50 of each claim. This replaces the **excess**

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

14. Deterioration of food

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

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

We will also pay the cost of hiring another freezer where **we** have agreed that this is necessary to try to lessen the claim.

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

15. Lock replacement

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

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

16. Metered water or heating oil

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

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

17. Contents in the open

The **contents** are insured while they are outdoors but within the **property** against loss or damage as a result of causes in

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

shown in **your Schedule**.

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

Caused by the deliberate act of the supply authority.

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

If **you** have claimed for lock replacement under the Buildings section of this policy.

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

Caused by storm, flood or shown as not insured under paragraphs 1 to 9 of this section (see [pages 22 to 23](#)).

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

paragraphs 1 to 9 of this section (see [pages 22 to 23](#)).

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

18. Contents temporarily removed

Loss or damage as a result of causes in paragraphs 1 to 9 of this section (see [pages 22 to 23](#)) while the **contents** are temporarily away from **your home** but within the United Kingdom, Isle of Man and Channel Islands.

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

19. Visitors' personal belongings

Loss or damage as a result of causes in paragraphs 1 to 9 of this section (see [pages 22 to 23](#)) to **personal belongings** belonging to **your** visitors.

The most **we** will pay for any one claim is £250 for any one visitor, up to a maximum of £1,000.

20. Carers' personal belongings

Loss or damage as a result of causes in paragraphs 1 to 9 of this section (see [pages 22 to 23](#)) to **personal belongings**

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

To:

- plants, trees, lawn or shrubs;
- **valuables** or **personal money**; or
- **garden contents** (these are covered under paragraph 29 of this section, titled Garden Cover (see [page 30](#))).

Shown as not insured under paragraphs 1 to 9 of this section (see [pages 22 to 23](#)).

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

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

To bicycles.

To **valuables** or **personal money**.

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

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

To **personal belongings** which:

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

To **personal belongings** which:

- are covered by other insurance; or
- are shown as not insured under paragraphs 1 to 9 of this

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

belonging to **your** carer (who does not live with **you** permanently) whilst in **your home**.

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

21. Theft by bogus officials

We will pay up to £250 for the theft of **personal money** following unforced entry into **your home** by a **bogus official**.

22. Medical equipment on loan

Loss or damage within the United Kingdom, Isle of Man, Channel Islands and Republic of Ireland as a result of causes in paragraphs 1 to 9 of this section (see [pages 22 to 23](#)) to specialist medical equipment (e.g. wheelchair) on loan from a UK-based hospital, local authority, the Red Cross or a relevant mobility shop. The most **we** will pay for any one claim is £5,000. But for loss or damage caused by theft or attempted theft of medical equipment on loan contained in a domestic garage or outbuilding, the most **we** will pay for any one claim is £3,000.

23. Religious festival increase

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

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

section (see [pages 22 to 23](#)).

Where the loss of **personal money** has not been reported to the police within 24 hours, after discovering the loss.

Any item where written proof of the **policyholder's** legal responsibility for the equipment cannot be provided.

When the medical equipment on loan is covered by other insurance.

Caused by **your** pets.

Any malicious acts or vandalism caused by **you** or any person lawfully in **your home**.

When there has been a mechanical/electrical failure of medical equipment.

If the loss or damage occurs within **your home** the following exclusions apply:

- While **your home** or any part of it is lent, let, sublet or shared, unless there is forcible and violent entry into or exit from it.
- If **your home** was **unfurnished** or **unoccupied** at the time of the loss or damage.

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

24. Wedding, civil partnership, birthday and anniversary increase

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

25. Fatal accident

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

26. Household removal

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

27. Home office

We will pay up to £5,000 in total for loss or damage to **business equipment** within **your home** as a result of causes in paragraphs 1 to 10 of this section (see [pages 22 to 24](#)).

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

28. Title deeds

We will pay up to £2,500 to replace the title deeds of **your property** following loss or damage as a result of causes in paragraphs 1 to 9 of this section (see [pages 22 to 23](#)) while they are in **your home**.

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

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

Shown as not insured under causes 1 to 10 of this Section (see [pages 22 to 24](#)).

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

29. Garden Cover

- A. We** will pay for loss or damage to hedges, lawns, trees, shrubs and plants that **you** own, which are outside the **buildings** but within the boundaries of the **property**, as a result of causes in paragraphs 1 to 9 of this section (see [pages 22 to 23](#)).
- B. We** will pay for loss or damage to **garden contents** that are outside the **buildings** but within the boundaries of the **property**, as a result of causes in paragraphs 1 to 9 (see [pages 22 to 23](#)), and paragraph 11 if this optional cover has been selected (see [page 24](#)).

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

30. Your liability to others

A. Your liability as occupier of the buildings:

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

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

There is a limit of £2 million for all claims, including any claimant costs and expenses arising from any one accident.

We will also pay defence costs and expenses, which **we** agree to in writing.

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

- A.** Loss or damage shown as not insured under causes in paragraphs 1 to 9 of this section (see [pages 22 to 23](#)) and paragraph 11 if this optional cover has been selected (see [pages 24 to 25](#)):
- caused by natural ageing;
 - to trees or shrubs, which is not caused by theft;
 - caused by domestic animals, birds or pets;
 - caused by frost or drought;
 - caused by **subsidence, landslip** or **ground heave** unless **your home** is damaged by the same cause at the same time;
 - caused by smoke or bonfires; or
 - caused by insects and their larvae, slugs and snails, vermin (other than squirrels), rot, mildew, fungus, plant diseases or poisoning.
- B.** Loss or damage shown as not insured under causes in paragraphs 1 to 9 (see [pages 22 to 23](#)), and paragraph 11 if this optional cover has been selected (see [pages 24 to 25](#)).

1. Liability for:

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

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

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

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

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

B. Your personal liability:

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

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

There is a limit of £2 million for all claims, including any claimant costs and expenses arising from any one accident.

We will also pay defence costs and expenses, which **we** agree to in writing.

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

5. Liability as a result of the ownership, custody, control or use of:
 - firearms (other than legally held shotguns or airguns for sporting activities);
 - animals (other than horses or pets);
 - horses while being used for hunting, racing or playing polo;
 - pets which are not normally domesticated in the United Kingdom, the Isle of Man or the Channel Islands; or
 - any dog referred to in or designated under Section 1 of the Dangerous Dogs Act 1991, Control of Dogs (Scotland) Act 2010 or the Dangerous Dogs (Northern Ireland) Order 1991 SI 2292 (NI 21) or any subsequent amending legislation. The policy therefore excludes the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed.
6. Liability as a result of:
 - a direct or indirect consequence of assault or alleged assault; or
 - any deliberate or wilful or malicious act;
7. Liability as a result of **you** owning, possessing or using road vehicles or other mechanically propelled or assisted vehicles except:
 - domestic gardening equipment used within the boundary of the **property**; or
 - electric wheelchairs, mobility scooters (not covered if registered for road use), golf buggies and trolleys, or
 - remote-controlled or battery-powered models or toys, or
 - use of a vehicle only where **you** are a passenger and have no right of control.

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

C. Your liability to your domestic employees:

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

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

D. Unrecoverable court awards:

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

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

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

8. Liability as a result of **you** owning, possessing or using:
 - caravans (other than temporary holiday accommodation), horse boxes, trailers or trailer tents; or
 - aircraft or hovercraft.
9. Liability as a result of **you** owning, possessing or using boats (other than temporary holiday accommodation), boards or any other craft or equipment designed for use in or on water except:
 - pedestrian controlled models or toys;
 - hand- or foot-propelled boats which **you** do not own.

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

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

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

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

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

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

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

E. Your liability as a tenant

We will insure **you** for all amounts which **you** have legal liability to pay as a tenant and not as owner of **your buildings** under a tenancy agreement for **your buildings** for any cause covered by paragraphs 1 to 4 and 6 to 12 of the Buildings section on [pages 15 to 17](#). The most **we** will pay for any one claim is £5,000.

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

The General Exceptions shown on [page 56](#).

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

The first £1,000 of any claims for **subsidence, ground heave or landslip**.

Fees which **you** incur:

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

Loss or damage shown as not insured under paragraphs 1 to 4 and 6 to 12 of the Buildings section ([pages 15 to 17](#)).

Personal Belongings Cover (optional cover)

Personal Belongings – Unspecified Items

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

We cover the following

Valuables, personal belongings and bicycles, including their accessories, which belong to **you** or which **you**:

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

The most **we** will pay for any one claim caused by theft or attempted theft from a motor vehicle that is not occupied is £1,000.

The most **we** will pay for any single item, collection or set is:

- £2,500 for **valuables** and **personal belongings**;
- £500 for bicycles, including their accessories.

Where they are insured:

Valuables and **personal belongings** – anywhere in the world in **your** custody or control.

Bicycles and their accessories – Anywhere in the United Kingdom, Isle of Man or Channel Islands unless **we** specifically agreed otherwise and **you** pay any additional premium.

We do not cover the following

The General Exceptions shown on [page 56](#).

The first £50 of each claim.

Contact lenses.

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

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

1. **Accidental loss** or **accidental damage** in addition to the causes in paragraphs 1 to 9 of the contents section on [pages 22 to 23](#).

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

Shown as not insured under paragraphs 1 to 9 of the contents section of this policy on [pages 22 to 23](#).

Caused by or arising from:

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

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

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

Motorised bicycles designed to travel over 15.5mph unassisted.

Bicycles used for or in practice for racing, pacemaking or testing.

Theft or attempted theft of unattended bicycles **you** leave in a public place, unless the bicycle is securely locked to a permanently-fixed structure by a chain and padlock or similar locking device.

Cuts to tyres or burst tyres.

Scratching or denting to bicycles.

Personal Belongings – Specified Items

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

We cover the following

Items specified in **your Schedule** which belong to **you** or which **you**:

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

The most **we** will pay for any item, collection or set is the amount specified in the **Schedule**.

The most **we** will pay for any one claim caused by theft or attempted theft from a motor vehicle that is not occupied is £1,000.

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

We do not cover the following

The General Exceptions shown on [page 56](#).

The first £50 of each claim.

Contact lenses.

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

Bicycles, including their accessories.

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

1. **Accidental loss** or **accidental damage** in addition to the causes in paragraphs 1 to 9 of the contents section on [pages 22 to 23](#).

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

Shown as not insured under paragraphs 1 to 9 of the contents section (see [pages 22 to 23](#)).

Caused by or arising from:

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

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

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

- faulty design or workmanship or using faulty materials; or
- mechanical or electrical breakdowns or failure.

The erasure or distortion of information on computer equipment.

Caused by theft or attempted theft from motor vehicles that are not occupied unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.

Specified Bicycles Outside the Home Cover (optional cover)

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

We cover the following

Bicycles, including their accessories.

We do not cover the following

The General Exceptions shown on [page 56](#).

The first £50 of each claim.

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

Bicycles, including their accessories, in the custody or control of any member of **your** family whilst they are living away from the **home** in Halls of Residence or any other term-time student accommodation.

You are insured against:

1. Loss or damage to **your** bicycles, including their accessories, shown in **your Schedule** while anywhere in the United Kingdom, Channel Islands or Isle of Man.

The most **we** will pay for any one bicycle and its accessories is the value shown against it in **your Schedule**.

You are not insured against:

Motorised bicycles designed to travel over 15.5mph unassisted.

Bicycles used for or in practice for racing, pacemaking or testing.

Theft or attempted theft of unattended bicycles **you** leave in a public place, unless the bicycle is securely locked to a permanently-fixed structure by a chain and padlock or similar locking device.

Cuts to tyres or burst tyres.

Loss or damage caused by:

- anything which happens gradually such as damage caused by vermin (other than squirrels), frost, climatic and

You are insured against:

You are not insured against:

- atmospheric conditions, light, rusting or corrosion;
- scratching or denting;
 - mechanical or electrical fault, failure or breakdown; or
 - any process of washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.

Extended Garden Cover (optional cover)

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

We cover the following

Any loss or damage outside of **your buildings** but within the boundaries of **your property** to:

- plants (including shrubs, trees, vegetables and hedges);
- rockeries;
- lawns (including artificial garden surfaces); and
- **garden contents**.

We will cover professional garden design fees and expenses incurred to return **your** garden to its condition prior to the damage.

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

Loss or damage caused by theft or attempted theft from **your** outbuildings or domestic garages (please see paragraph 2 on [page 22](#)) is increased to £5,000 for anything covered under this optional cover.

We do not cover the following

The General Exceptions shown on [page 56](#).

The first £50 of each claim.

Loss or damage caused by:

- natural ageing;
- frost or drought;
- insects and their larvae, slugs and snails, vermin (other than squirrels);
- domestic animals, birds or pets;
- rot, mildew, fungus, plant diseases or poisoning;
- **subsidence, landslip or ground heave** unless **your home** is damaged by the same cause at the same time;
- malicious acts or vandalism by **you** or anybody lawfully in **your home**.

Any payment under the standard garden cover section if **your Schedule** shows **you** are covered under this section.

Legal Expenses Cover (optional cover)

This Legal Expenses Cover is underwritten by the **insurer** shown in **your Schedule**. It is an additional cover option available with any contents only, buildings only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy. The **insurer** has arranged for the claim service to be managed by Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE, registered number 4672894. The conditions and exclusions which apply to this section are shown on [pages 45 to 50](#). The General Exceptions on [page 56](#) and the General Conditions on [pages 57 to 58](#) apply to the whole policy and should be read in conjunction with this section.

Glossary of terms

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

Appointed representative	A solicitor, lawyer or appropriately qualified person, firm or company, including us , instructed in accordance with Legal Expenses Cover Condition – 2. Representation.	Home	The house, bungalow, flat or maisonette, including domestic garages and outbuildings belonging to the home, shown in your Schedule .
Date of incident	<ul style="list-style-type: none">• The date of the event; or• the date of the first event where there is more than one event arising from the same cause; or• the date on which the cause of action arises where this relates to the purchase of your home or your second home; which may lead to a claim under this policy.	Inquiry	An inquest held in a Coroner's Court or Fatal Accident Enquiry into your death; a police investigation into an allegation made about you which may lead to you being prosecuted in a magistrates' court or Crown Court or their Scottish equivalents; civil action being taken against you under Section 13 of the Data Protection Act 1998; or civil action being taken against you for unlawful discrimination.
Disbursements	Money spent by the appointed representative to manage your claim, but not including the appointed representative's own fees.	Insurer	The insurer shown in your Schedule .

Legal claim	<p>Preparing work for negotiating or defending your legal rights in a civil court, tribunal or arbitration in the territory, including negotiating a settlement and any hearings.</p> <p>We also include appeals from these hearings if you tell us you want to appeal at least six working days before the deadline for giving notice of appeal ends and we consider the appeal to have reasonable prospects.</p>	Reasonable prospects	<p>Where we consider there is a 51% and above chance of succeeding with your claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.</p>
Legal costs	<p>All properly incurred and proportionate disbursements, fees and expenses, charged by the appointed representative, or incurred under any fixed recoverable costs scheme.</p> <p>Any opponent's costs which you have been ordered to pay by a court or other body, or we have authorised.</p> <p>You are not covered for any damages, fines or penalties you have to pay.</p>	Saga Schedule	<p>Saga Services Limited.</p> <p>The document, which provides a record of your insurance. Your Schedule is part of this policy and must be read in conjunction with the policy.</p>
Legal proceedings	<p>Action to be taken in a court or tribunal when efforts to settle your claim by way of negotiation have failed.</p>	Second home	<p>A house, bungalow, flat or maisonette, including the domestic garages and outbuildings belonging to this home, used for domestic purposes and owned by you; insured by Saga Services Limited and occupied by you on a regular basis.</p>
Material breach	<p>A breach which has resulted in, or if not rectified is likely to result in, the property being unfit for habitation.</p>	Territory	<p>Gibraltar and the United Kingdom meaning England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.</p>
Policyholder	<p>The person(s) named in your Schedule.</p>	Vehicle	<p>Any mechanically propelled motor vehicle (including scooters), aircraft or vessel.</p>
Property	<p>Your home, your second home and the land within their boundaries, for which you are legally responsible.</p>	We, our, us	<p>The insurer.</p>
		You, Your	<p>The policyholder and their spouse/ domestic partner and any other relative (including adopted and foster children), who permanently live in your home.</p>

We cover the following

Legal Expenses Cover

Access to a 24-hour legal helpline **0800 141 3321** which provides initial advice on any personal legal matter.

Up to £100,000 (including VAT) of **legal costs** for any one claim or series of claims arising from the **date of incident**.

1. Death, personal injury and medical negligence

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

2. Contract Disputes

- a) **Legal costs** for defending or pursuing a **legal claim** arising from a dispute over:
- **you** buying, hiring or leasing any personal goods or services;
 - **you** selling any personal goods; or
 - **you** buying or selling **your property**.
- b) **Legal costs** to pursue a **legal claim**:
- arising from **your** unlawful eviction from a **property** occupied by **you** under an Assured Shorthold Tenancy (applies to **your** permanent place of residence only);
 - against a landlord following a **material breach** of a tenancy agreement.

We do not cover the following

Where the amount in dispute is less than £100.

More than £100,000 (including VAT) of **legal costs** for all claims that arise from the same **date of incident**.

Legal costs where **reasonable prospects** do not exist.

Any claim relating to:

- illness or injury not caused by a sudden or specific accident or that happens gradually; or
- defence of **your** legal rights, other than defence of a counter-claim.

a) Any claim relating to:

- work and/or advice by a builder or contractor given to **you** about the specification, design, planning, building or structural change in or on **your property** where the contract value is over £20,000 including VAT;
- any disputes relating to buildings or land that is not **your property**;
- subsidence, ground heave or landslip, mining or quarrying;
- any loan, borrowing, stocks, shares, debentures, funds, pensions, mortgages, trusts of any kind or other investments;
- disputes about shareholding or partnerships;
- disputes between a landlord and a tenant; or
- a contract entered into by or on behalf of **you** buying, selling or renting non domesticated animals and livestock.

b) Any claim relating to:

- disputes that occur within the first 90 days after **you** first purchased this insurance, unless **you** held equivalent cover with **us** or another insurer continuously for a period

We cover the following

3. Protection of property

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

- following an event which causes or could cause physical damage to **your property**; or
- following a public or private nuisance or trespass, including if there are squatters in **your property**.

4. Employment

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

We do not cover the following

of at least 90 days leading up to when the dispute first occurred;

- the non-payment of rent;
- defending any **legal proceedings** against **you**;
- disputes with any local authority, public authority or government related department.

Any claim relating to:

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

Any claim relating to:

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

We cover the following

5. Employee defence

Legal defence if an event arises from **your** work as an employee, which leads to:

- **you** being prosecuted in a magistrates' court or Crown Court;
- civil action being taken against **you** under Section 13 of the Data Protection Act 1998; or
- civil action being taken against **you** for unlawful discrimination.

We do not cover the following

Any claim relating to:

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

Legal Expenses Cover Exclusions

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

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

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

We do not cover the following:

1. Legal costs for a legal claim arising from:

- a. where the **date of incident** arose prior to the commencement of this Legal Expenses Cover;
- b. where the relevant period for bringing a **legal claim** has passed;
- c. an appeal where **you** did not claim originally under this policy and were not represented by **us**;
- d. any request to appeal advised to **us** less than six working days before the deadline to appeal ends;
- e. any enforcement action relating to a claim not originally

covered under this policy and where **you** were not represented by **us**; or

- f. any additional **legal costs** incurred by any representative beyond those **we** would normally pay under Legal Expenses Cover Condition 2 - Representation.

2. Any claim relating to:

- a. any **legal costs** which **you** incur before **we** have accepted **your** claim;
- b. any incident that occurs outside of the **territory**;
- c. actions which involve individuals other than **you** who may benefit from any work undertaken by an **appointed representative**, or where the action is covered by a Group Litigation Order;
- d. where the amount in dispute is less than £100;
- e. any amount which **you** cannot recover from another insurance policy because an insurer refuses or reduces a claim **you** have made;
- f. any disagreement over a contract of insurance which relates only to the amount of **your** claim;
- g. a deliberate or criminal act or omission or criminal

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

- u. where **your** opponent is also insured under this policy;
- v. any disputes with **us** or any other company owned by Saga plc; or
- w. any referral to the European Court.

Legal Expenses Cover Conditions

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

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

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

1. Claims

You must:

- a. contact **us** as soon as possible after anything happens which may lead to a **legal claim**;
- b. have submitted a completed legal expenses claim form within 180 days of the **date of incident** which **you** may claim for under this policy. If **you** submit **your** legal expenses claim form outside of this period and there are **reasonable prospects**, **we** will progress **your legal claim**, but **we** will not pay for any **legal costs** incurred as a result of **your** delay. A **legal claim** will only be considered once a fully completed legal expenses claim form has been received by **us**. For information, please refer to 'How to make a claim';
- c. make every effort to provide all documents and/or any information requested by **us** or **your appointed representative** in a timely manner so as not to prejudice **your** case or incur unnecessary costs;
- d. do everything **you** can to keep **legal costs** as low as possible or avoid **legal proceedings**;
- e. consider with **us** and/or **your appointed representative** all

- approaches to settle the dispute without **legal proceedings**;
- f. co-operate with **us** and **your appointed representative** and give proper instructions to **us** or to the **appointed representative**, including full and correct information;
 - g. tell **your appointed representative**, as quickly as possible about any notification of commenced **legal proceedings** (claims forms, summons), likely prosecution or other communication **you** receive to do with the claim;
 - h. send **your appointed representative** all the information or documents they require to support **your** claim at **your** own expense;
 - i. tell **us** and/or **your appointed representative** about any offer to settle the claim or any payment made into court;
 - j. provide all necessary assistance to **your appointed representative** to handle the claim and keep **us** up to date with the progress of **your** claim;
 - k. go to any meetings if **you** are asked to do so which are relevant to the **legal claim**;
 - l. send **us** all bills for **legal costs** from **your appointed representative** as quickly as possible after **you** receive them;
 - m. if **we** ask, **you** must request and then send the **appointed representative's** bill to either an appointed law costs draughtsperson or to court or the appropriate local Law Society to be taxed or certified at **our** cost; and
 - n. pay **us** any legal costs **you** may recover.

You must not:

- a. admit any responsibility, deny any claim, negotiate or make an offer or promise to pay or do anything which may harm **your** claim without **our** written permission;
- b. agree to any offer of settlement without **our** written permission;
- c. act differently from the way **your appointed representative** has agreed with **you** to proceed; or
- d. refuse or neglect to comply with court rules.

What **we** will do:

- a. **we** will review the fully completed legal expenses claim form and consider in its entirety, the total value of the claim, the complexity of the issues, the importance of the issue, the financial positions of the parties involved and the **legal costs** involved; and
- b. if there are **reasonable prospects** of pursuing **your** claim and of enforcing any judgment or award **we** will advise **you** of the most suitable action.

2. Representation

If **your legal claim** has **reasonable prospects** **we** will choose an **appointed representative** to act on **your** behalf.

The arrangement **we** have with **our appointed representatives** does not restrict their independence and **you** will at all times receive the best advice for **you**.

You may choose another representative if there is a conflict of interest with a representative appointed by **us**, or there is an **inquiry or legal proceedings** are about to be commenced.

If **you** do exercise **your** right to choose a representative:

- i. the representative **you** choose will become the **appointed representative**.
- ii. **you** must notify **us** as soon as possible of the name, address and contact details of the **appointed representative**.
- iii. **you** will be required to ensure that the **appointed representative** complies as appropriate with the terms of this policy on **your** behalf by:
 - a) keeping **us** updated regularly with the progress of **your legal claim**;
 - b) keeping **us** informed regularly of **legal costs** incurred;
 - c) informing **us** of any settlement offers made to or by **you**; and
 - d) keeping **us** regularly updated and informed of other things regarding the conduct of **your legal claim** which may lead

to an outcome or a cost that is not anticipated at the commencement of **your legal claim**.

With **your** prior agreement **we** will be entitled to contact **your appointed representative** to discuss, and if possible agree, the rates that will be paid by **us** to the **appointed representative** for acting on **your** behalf.

The amount that **we** will pay in respect of **legal costs** (meaning those properly incurred and proportionate fees and expenses charged by the **appointed representative**) shall not in any circumstances exceed hourly rates in line with those published in the Senior Courts Cost Office Guide for Summary Assessments of Costs, which **your appointed representative** will have readily available and which **you** should ask to see. The rate applicable will be the guideline rate at the time the work was conducted, for the location in which **your appointed representative** carries on business or on **your home** address (whichever is the lower) and for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed.

If **your appointed representative** refuses to accept the guideline rates, **you** will be liable to pay the **appointed representative** any difference between what **we** pay and the amount sought by the **appointed representative**.

3. Using the appointed representative

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

If **you** withdraw from a **legal claim**

- c. The **appointed representative** will act for **you** during **your** claim. If, at any stage, **you** intend to withdraw instructions please contact **us** as soon as possible in order for **us** to consider **your** intention and its potential result.

If the **appointed representative** withdraws from a **legal claim**

- d. If the **appointed representative** refuses to act for **you**, **you** must tell **us** immediately. If this is for reasons related to the **reasonable prospects** of **your** claim or other reason relating to **your** entitlement to cover under this policy, **you** must tell **us** and give the **appointed representative** permission to share those reasons with **us**. If, after reviewing the information, any new representative confirms that **you** have otherwise complied with the policy conditions, **you** will be entitled to appoint a new **appointed representative** in accordance with Condition 2 – Representation.

4. Our rights

We are entitled to:

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

5. Withdrawal of assistance by us

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

- a. if **we** or **your appointed representative** decide that there are

no longer **reasonable prospects** for success or enforcement of any judgment or potential judgment are insufficient to justify **our** continuing support;

- b. if **we** or **your appointed representative** feel that **your** interests are better served by other means;
- c. following **your** refusal to accept any settlement of **your** claim recommended by **us** or **your appointed representative**;
- d. if **you** act in a way which may prejudice the settlement of **your** claim; or
- e. if **you** fail to co-operate with **us** or the **appointed representative** or fail to follow their advice.

In that case, **we** will write and explain **our** reasons for withdrawing support and in the event of **you** acting in a manner prejudicial to **your** claim or failing to co-operate as stated above, **we** reserve the right not to meet any further **legal costs** or expenses incurred and to seek reimbursement from **you** of all costs paid under the policy. If **you** or **we** disagree, we can both refer the matter to arbitration according to Legal Expenses Cover Condition 9 – Arbitration.

6. Recovery of payments made

The payment of claims is dependent on:

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

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

We will not pay any costs and/or expenses:

- a. which **you** or **your** representative incur before **we** have

accepted **your** claim;

- b. as a result of **your** failing to provide instructions or information to the **appointed representatives**; or
- c. as a result of **you** acting against **your appointed representative's** advice or in a way which may prejudice the settlement of the claim; or
- d. as a result of **you** or anyone acting for **you** making a claim that is false or fraudulent in any way.

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

8. Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

9. Arbitration

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

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

This condition does not affect **your** rights to take separate legal action or to complain to the Financial Ombudsman Service.

10. Law applicable

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

Legal Expenses Cover General Conditions

1. The insurance cover this policy provides depends on the terms and conditions in this Policy Book. **You** must comply with these terms and conditions to have the full protection of **your** policy.

It is **your** duty to provide **us** with correct information and answer **our** questions with reasonable care and honesty, truthfully and completely.

If **you**, or anyone acting for **you**, have deliberately misrepresented the answer to **our** questions, or misrepresented any answers provided to online questions by manipulating an answer and these answers have:

- influenced **our** decision to provide **you** with insurance **we** would otherwise not have agreed to provide, or
- influenced the terms and conditions on which **we** have provided cover, or
- prevented **us** from charging the correct premium,

we will treat **your** policy as if it never existed and return any premium **you** have paid for the policy, unless **we** have identified a false or fraudulent claim when Legal Expenses Cover General Condition 2 will also apply.

If the misrepresentation is not deliberate but is careless **we** will either:

- treat **your** policy as if it never existed and return any premium **you** have paid for the policy if **we** would not have accepted the risk had **you** given the correct information; or
- amend **your** policy details to record the correct information, apply any terms that would have been applied had **you** given the correct information, and charge and collect any additional premium due. **Saga** will also charge an **administration fee**.

2. Fraudulent Claims

If **we** discover that **you**, anybody insured by this policy or anyone acting for **you** has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;

- misrepresented any answers to **our** questions or withheld any relevant information in order to influence **us** to accept a claim;
 - provided false or invalid documents in support of a claim; or
 - following an allegation or suggestion of fraud by **us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void,
- we** will investigate the claim and this could result in legal action by **us**.

We may:

- treat **your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **you** have paid for these policies;
 - serve **you** with a seven-day notice of cancellation on all other policies that **you** hold with **us**; and
 - pass details to the Police and fraud prevention agencies;
- or
- refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs that **we** have incurred.

3. Cancellation

Procedures are explained below dependent on who invokes cancellation.

a) The **policyholder**

If **you** need to cancel this policy contact **Saga** on **0800 056 9051** or write to **Saga** at Saga Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ.

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

You will, for a period of 14 days from the date **you** receive the policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and

receive a refund. This refund will be subject to a charge for the period of cover **you** have received except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be entitled to a full refund of the premium **you** have paid. Beyond the above period, **you** may cancel this insurance at any time, but no refund will be provided to **you**.

b) The insurer

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

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

How to make a claim

The claim service for the **insurer** will be managed by Arc Legal Assistance Limited.

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

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

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

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

To obtain **our** legal expenses claim form please call **us** on **0800 141 3321** from the UK or **+44 1303 206 010** from abroad or write to **us** at:

Arc Legal Assistance Ltd, PO Box 8921, Colchester CO4 5YD.

Claim details can also be e-mailed to claims@arclegal.co.uk

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

Help and advice from Saga

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

24-hour legal advice helpline - 0800 141 3321 from the UK or +44 1303 206 010 from abroad

You can receive confidential legal advice over the phone on any personal legal problem, such as neighbour disputes or consumer law, from **our** advisers. **We** offer advice relating to laws of the **territory**. 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.

How to make a claim

1. If an event happens for which **you** want to make a claim, first check **your Schedule** and policy to make sure that the event is covered.
2. Please read the General Exceptions on [page 56](#) and the General Conditions on [pages 57 to 58](#) for details of the claims conditions. For Legal Expenses claims please also read the conditions on [pages 46 to 50](#).
3. If the event is covered, or if **you** are in any doubt, call the relevant number shown in **your Schedule**.

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

4. After **your** call, one of several things will happen but at all times **you** will be guided by **your** incident manager.
 - If repairs are needed, **we** may arrange for a contractor approved by **us** to call. **We** will try to do this within two working days of **you** making **your** claim. The contractor will draw up a quote for repairs and should start work at a time that is convenient to **you**. When the repair is finished, the contractor will send the invoice straight to **us** so **we** can pay it.
 - **We** may arrange to send **you**, and if appropriate have installed, replacement goods (such as domestic appliances, furnishings, sanitary ware and kitchen units) and/or issue vouchers to the same replacement value from a supplier

approved by **us**. Or, **we** may agree to pay **you** cash for **your** claim and **we** will send **you** a cheque or pre paid card.

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

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

Claims history

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

How to make a claim – General Conditions

1. For information on the claims procedure and how **we** settle **your** claim, please read [page 52](#).

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

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

Any costs incurred for sending **us** the required information will be reimbursed by **us**.

You must not:

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

2. Claims – our rights

We can do the following:

- **We** can take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under the policy.
- **We** can negotiate, defend or settle in **your** name any claim made against **you**.

- **We** are entitled to the remains of any insured property for which **we** have paid a claim.
- In some instances **your** claim may be handled on **our** behalf by **Saga**.

3. Recovery of lost or stolen property

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

4. Other insurance

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

5. Taking care

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

6. Automatic reinstatement to the maximum insured value

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

7. Matching suites or sets

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

We will only pay the cost of repairing or replacing the damaged

item. **We** will not pay for repairing or replacing:

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

How much we will pay

Buildings

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

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

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

Contents

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

- pay the cost of repair;
- replace the item as new; or
- pay the cost of replacing the item as new.

Where **we** can offer to repair or replace through **our** approved suppliers, but **we** agree to make a cash payment, the payment will not exceed the amount **we** would have paid the approved supplier.

If **we** cannot offer to repair or replace through **our** approved suppliers, then **we** will pay the full replacement cost with no discount applied.

If the cost of replacing all the **contents** as new is greater than the **sum insured** shown on **your Schedule**, **we** will pay only that

proportion of the loss which the **sum insured** bears to the total value of the **contents** insured.

Valuables in total

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

The total amount of **valuables** in the **home** is shown on **your Schedule**.

Optional cover

Personal Belongings Cover

The amount shown in **your Schedule**.

Unspecified Items – The most **we** will pay for any one item, pair or set is £2,500 and for any bicycles and their accessories is £500.

Specified Items – The amount shown in **your Schedule**.

Specified Bicycles Outside the Home Cover

The amount shown in **your Schedule**.

Extended Garden Cover

The most **we** will pay is £5,000.

Legal Expenses Cover

£100,000.

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

General Exceptions that apply to the whole policy

This policy does not insure the following:

1. Any loss or damage caused deliberately by **you** or any person acting on behalf of **you**.
2. Any property (which is not business equipment) or money **you** own, hold in trust or use in connection with any business, profession or trade. Nor any legal liability arising directly or indirectly from any business, profession or trade.
3. Any property or liability insured under a more specific policy.
4. Any fall in market value as a result of repairs or reinstatement.
5. Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
6. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
7. Incidents which took place before the start of this insurance.
8. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
9. Any legal liability, loss or damage to any property, or any resulting loss or expense directly or indirectly caused by or contributing to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
 - the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
10. Loss, damage or liability or injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is:

- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the **property**; and reported to **us** within 30 days of the end of the period of insurance.
- leakage of oil from a domestic oil installation at **your home**.

In which case, all such pollution or contamination will be considered to have happened at the time of such accident.

11. Loss or damage arising from:

- gradual causes
- wear and tear
- corrosion, deterioration or similar causes
- wet or dry rot.

12. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

General Conditions that apply to the whole policy

You must comply with these conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may cancel the policy, refuse to deal with **your** claim or reduce the sum of any claim payment.

1. Transfer of interest

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

2. Cancellation

If **you** no longer feel the policy is right for **you**, **you** may cancel it within 14 days of receiving **your** policy documents and no **administration fee** will be charged. If cover has not yet commenced, **you** will receive a full refund of the premium and any **arrangement fee**. If the insurance cover has commenced, **your insurer** will give **you** a pro-rata refund on **your** premium based on the cover **you** have had.

After the first 14 days, if the policy no longer meets **your** needs, **you** can still cancel it at any time. As long as **you** have not made a claim under the policy, or a claim has not been made against **you**, **your insurer** will refund the unused part of **your** premium. If **you** have made a claim, or a claim has been made against **you**, **you** will not receive a refund. The **arrangement fee** will not be refunded and **Saga** will charge an **administration fee** of £35.

You can telephone **Saga** on 0800 0569 051 or write to **Saga** at Saga Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ to cancel **your** policy. Cancellation is effective from the date **your** letter is received.

Please note that, if **you** amend or cancel **your** policy during the period of cover as shown on **your Schedule** and have paid by credit card or cheque, **we** will be unable to refund any amounts of £5 or less. Similarly, if **you** make any changes to **your** policy

or cancel it during the policy year, **we** will only request any payment from **you** if the amount is over £5. The **arrangement fee** will not be refunded and **Saga** will deduct an **administration fee** from **your** refund.

We or **Saga** may cancel this policy by giving **you** seven days' notice by recorded delivery letter to **your** last known address as a result of, but not limited to, one of the following reasons:

- change in **your** circumstances that results in an increase in risk which **we** are unable to insure;
- failure to provide **us** or **Saga** with information **we** or **Saga** have requested that is directly relevant to the cover provided under this policy or any claim;
- a breach of any terms or conditions of **your** policy;
- **we** act under General Condition 3 – Misrepresentation and fraud;
- **you** do not pay any policy premium requested or, if applicable, stop paying the instalment premiums;
- use or threat of violence or aggressive behaviour against **our** or **Saga's** staff, contractors or property;
- the use of foul or aggressive language.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claim has been made during the current period of insurance. The **arrangement fee** will not be refunded.

3. Misrepresentation and fraud

If **we** discover that **you** or anyone acting for **you** has:

- misrepresented answers to any of the questions when applying for, amending or renewing cover with **us** or **Saga**;
- deliberately misled **us** or **Saga** to obtain cover, gain a cheaper

premium or more favourable terms;

- provided any false or invalid documents to **us** or **Saga**; or
- made a fraudulent, false or exaggerated claim or any part of a claim;

we may look to take the following actions:

If **we** are able to continue cover **we** may:

- amend **your policy** with the corrected information;
- apply any relevant terms and conditions that would have been applicable had the correct information been declared;
- collect any additional premium including any **administration fee**;
- reduce a claim proportionately.

If **we** are unable to continue cover **we** may:

- cancel **your policy** or void it from the inception (treat it as if it never existed) and if applicable reject any claim made.

If any fraud or deliberate dishonesty has been identified **we** may:

- void **your policy** from inception (treat it as if it never existed) or cancel **your policy** from the date of the fraud or misrepresentation and if applicable reject any claim made;
- not return any premium paid by **you**;
- recover any costs **we** have incurred in investigating a claim;
- pass details to the Police and fraud prevention agencies;
- take legal action against **you**.

4. Protecting your property

You must do all that **you** can to avoid injury, loss or damage and protect **your** property.

You must maintain **your property** and anything covered by this insurance in a good state of repair.

5. Changes in circumstances

You must tell **us** at **your** earliest opportunity if **your** circumstances change or if any of the information shown in **your** Statement of Insurance or **Schedule** changes during the period of insurance. Changes that must be advised include the following:

- **you** will be leaving the **property** unoccupied for more than 60 days;
- any work planned at the **property** other than routine repair and maintenance (unless the routine repair and maintenance requires the erecting of scaffolding);
- the number of **bedrooms** in the **property** has changed;
- **you** or anyone permanently living with **you** is convicted of any offence (except motor offences)
- the value of **your contents** or the rebuilding cost of **your property** changes;
- change to the occupancy of the **property** e.g. lodgers staying at the **property**;
- change to **your** occupation;
- change of address.

This is not a full list and **you** should let **us** know if any of the details **you** have already given **us** change. Once **you** have told **us** about a change **we** will reassess **your** cover and premium. Should **we** be unable to continue cover **we** will advise **you** as per General Condition 2 - Cancellation. If **you** do not inform **us**, it is possible that a claim will not be covered.

6. Rights of third parties

Save for the rights granted to **Saga** under this contract, any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

7. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations. This depends on the type of insurance and the circumstances of **your** claim. Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk

Help and advice from Saga

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

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

**24-hour tax advice helpline – 0800 141 3321 from the UK
or +44 208 253 6898 from abroad**

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

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

**24-hour counselling helpline – 0800 302 9824 from the UK
or +44 208 253 6898 from abroad**

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

Saga Legal Services – www.sagalegaldocuments.co.uk

The easy way to create official legal documents. If you need to make a Will, write a letter of complaint or draft a legal document, Saga's Legal Service website contains a wide range of professionally written legal documents that you can adapt quickly and easily to suit your needs. Saga offers a wide range of documents free to its customers with Legal Expenses Cover, or for a small fee for non Legal Expenses Cover policyholders. Please note that while most of Saga's online legal documents cover customers across England, Wales, Northern Ireland and Scotland, some are specific to one area. Where this is the case, it will be specified on the document.

Protecting your property

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

Fire

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

Flood

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

Burst pipes

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

or heater with a naked flame.

Theft

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

Valuations

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

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

Notes

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Helplines Please have your policy number to hand when calling

This Policy Book is also available in large print, audio and Braille. If you require any of these formats please contact us on **0800 056 9051**.

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

Customer service

For questions about your policy

0800 056 9051

Monday to Friday 8.30am to 8pm,
Saturday 8.30am to 5pm, Sunday 9am to 5pm.



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