



Your Policy Book
Landlord Insurance

SAGA

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Certain words, as detailed on [pages 9 to 11](#), have specific meanings in relation to **your** policy. To help **you** identify these **we** have printed them in bold throughout **your** policy details.

Welcome to Saga Landlord Insurance

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

Overleaf you'll find our Summary of limits, which, along with your policy Schedule, lists the amounts for which you're covered under each section of your policy. Please check this to make sure it's appropriate for your needs.

We then give you all the policy detail - the things we cover and the things we don't. There are some things that we always exclude and these are shown in the General Exceptions towards the back of the book; 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 in this book is optional. If you have not already included it and think you may like to, we will be happy to give you a quote.

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

Summary of limits

What's covered	Maximum amount payable
Buildings	See sum insured on your policy Schedule
Alternative accommodation	20% of buildings sum insured
Compulsory evacuation	Up to buildings sum insured
Loss of rent	20% of buildings sum insured
Lock replacement	£1,000
Metered water or oil	£2,000
Trace and access	£5,000
Fire extinguishers	Up to buildings sum insured
Unauthorised use of electricity/ gas/water	£1,000
Contents	See sum insured on your policy Schedule
Storage of contents	20% of contents sum insured
Lock replacement	£1,000
Theft from outbuildings	£3,000
Contents in the open	£1,000
Contents in common areas	£5,000

What's covered	Maximum amount payable
Garden cover	£1,000
Metered water or oil	£2,000
Fixtures and fittings cover	£10,000
Liability	
Property owner's liability	£2 million
Defective premises liability	£2 million
Landlord's liability	£2 million (contents only policy)

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 21 days before your renewal date. This will include details of 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 027 1356 to let us know. You will also need to cancel your Direct Debit with the bank if you paid by this method.

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, such as other insurers, agents who provide services on their behalf and to regulatory authorities for this and the monitoring and/or enforcing of compliance with any regulatory rules/codes. It may also be used for offering renewals, research and crime prevention purposes. Any calls made to Saga may be monitored and recorded to improve the service

and help prevent and detect fraud. Saga and/or the insurer(s) may check information provided or received and may also undertake additional fraud searches.

Saga and/or the insurer(s) will hold your personal data 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) where they do not afford the same level of data security as the UK. We will, however, use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

All information you provide must be accurate and, if you have supplied another person's personal data who may be insured under the policy, you have done so confirming that you have the specific consent of that other person to disclose that data.

Saga and/or the insurer(s) will use your information and sometimes that of other people named on your policy, either collected at the outset or obtained from other third party sources, for the following purposes:

- To assess financial and insurance risks, your insurance application, the terms on which cover may be offered, including your premium at quote and renewal, and the payment methods offered;
- 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.

These sources include credit reference bureaus, the electoral roll and public data provided to us by credit reference bureaus and other third parties. The credit reference bureaus will keep a record

of the search; this may be reflected in your credit score.

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, credit hire and legal advice.

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 websites.

Saga uses the data they collect from you, including special categories of 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 visiting MySaga or calling 0800 027 1355. For further information about how the Saga Group uses your personal information, please see their Privacy Policy at www.saga.co.uk/privacy-policy 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.

*The General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

Fraud prevention and financial crime

To help Saga prevent fraud, money laundering and other financial crime, the information you provide may be submitted to fraud prevention agencies and other organisations whose records may be searched.

The insurer shares information with the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), and with other relevant fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When the insurer deals with your request for insurance, it may search these registers. Under the conditions of your policy, you must tell the insurer about any incident (such as an accident or theft) that could lead to a claim. When you tell the insurer about an incident, the insurer will pass information relating to it to the registers.

As part of the insurer's fraud prevention process it will complete a number of enquiries to check the details you provide. 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 insurer and other organisations may also access and use this information to prevent fraud and financial crime, for example, when:

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

The insurer 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 used, please contact the Head of Financial Crime, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

Future underwriter changes

Your Saga Landlord Insurance policy is currently provided and underwritten by your insurer(s) as part of an agreement between

Saga Services Limited and them. If you have selected any additional cover options, these may be provided by different insurers. At some time in the future Saga Services Limited may enter into an agreement with a new provider for all or part of your policy, in which case this new provider will offer you landlord insurance to replace your current policy. If this is the case, Saga Services Limited will write to you to confirm the details of the new provider and give you details of any changes to the Terms and Conditions of your policy. At this stage you will be given the option to refuse transferral to the new provider. For further information, please see Saga's Privacy Policy at saga.co.uk/privacy-policy

Your policy in detail

The words shown in bold print are defined on [pages 9-11](#).

The contract of insurance between **you** and **us** is made up of this Policy Book, **your Schedule**, and any **endorsements** shown on **your Schedule**.

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

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

There are General Conditions of the insurance that **you** will need to meet as part of **your** contract on [pages 46-47](#). The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. Please take the time to read the General Conditions.

You agree to pay the premium and to keep to the conditions of the contract of insurance. If **you** arrange to pay by instalments and do not keep up **your** payments, **you** will not be covered by this policy from the date the premium was due. **We** agree to insure **you** according to the terms in this Policy Book for the sections shown in **your Schedule**. **We** will provide cover for any **period of insurance** for which **we** have accepted **your** premium.

Law and language applicable to the 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.

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 [pages 26 to 29](#). **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 and external means.
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.
Associated costs	The cost of clearing a site, demolition, shoring up or propping up the buildings to carry out repairs.
Bedroom	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
Buildings	Your home and its permanent fixtures and fittings , boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools and their covers, tennis courts, cables, underground pipes and inspection covers, septic tanks and central heating gas or oil tanks, all forming part of the property for which you are legally responsible. These must all be at the address shown in your Schedule .

Contents

Household goods, kitchen appliances (dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which **you** own) and furnishings contained in the **property**.

Contents are only covered if:

- they belong to **you**; or
- you** are responsible for them under a hiring or legal agreement.

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

- motor vehicles and children's motor vehicles, whether licensed for road use or not;
- mechanically propelled or assisted vehicles, aircraft, trains and boats, gliders, hang-giders, wetbikes, hovercraft;
- mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached;
- landlord's **fixtures and fittings**;
- animals;
- jewellery, articles of precious metal, clocks, watches or furs;
- works of art or paintings;
- clothing, personal belongings, money, credit cards;

- Contents (cont)**
- stamp, coin and other collections;
 - certificates, cheques, securities or documents of any kind;
 - pedal cycles, computers and computer equipment or accessories, mobile phones, records, CDs, DVDs, computer and video games, or photographic equipment;
 - any items for which special insurance cover has been arranged by **you**; and
 - any items which belong to the tenant(s) or for which they are legally responsible.

Endorsements An extension or restriction to **your** policy.

Endorsements only apply if they appear in **your Schedule**.

Excess The first part of any claim, which **you** must pay.

We show the **excess** amounts 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.

Ground heave The upward and/or sideways movement of the site on which **your buildings** are situated caused by the swelling of the ground.

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

Landslip Sudden downward movement of soil on sloping ground or gradual creep of a slope over a period of time.

Period of insurance

The period shown on **your Schedule** or any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

Policyholder

The person(s) named in **your Schedule**.

Property

The **buildings** and the land within its boundary.

Saga

Saga Services Limited.

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.

Settlement

The natural movement of new properties in the months and years after they are built.

Subsidence

Downward movement of the site on which the **buildings** are situated by a cause other than the weight of the **buildings** themselves.

Sum insured

The amount shown in **your Schedule** as the most **we** will pay for any number of claims from the same event.

Unfurnished

When **your home** is not sufficiently furnished for normal living purposes for more than 60 days in a row.

Unoccupied

When **your home** has not been lived in by a tenant for more than 60 days in a row.

We, our, us	Royal & Sun Alliance Insurance plc. No.93792. Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
You, your	The person or people shown in the Schedule as the policyholder .

Buildings 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.

We do not cover the following

The General Exceptions shown on [pages 44-45](#).

Fees that **you** incur:

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

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

Caused by storm or flood to swimming pool covers, gates, hedges or fences.

Caused by smoke from air pollution.

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

Any amount recoverable from the tenant.

Loss or damage by a tenant carrying out illegal activities.

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

Caused by water escaping which results in **subsidence**, **ground heave**, **settlement** or **landslip**.

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

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

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 that has caused the loss or damage.

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

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

Caused by oil escaping which results in **subsidence, ground heave, settlement** or **landslip**.

Caused to the heating installation and/or pipes.

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 pets.

Loss or damage arising from repair or renovation of the **buildings**.

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

Damage to fences, hedges or gates.

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

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

9. Malicious acts or vandalism.

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

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 that did not meet buildings regulations at the time of construction; or
- **settlement**.

Damage to cables and underground tanks and accidental breakage of underground pipes and drains servicing the **property**.

Any loss or damage where compensation is provided by contract or legislation.

Damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **your home** are damaged at the same time by the same cause.

Damage to the **buildings** caused by the action of chemicals or by the reaction of chemicals with any materials that form part of the **buildings**.

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

Any amount recoverable from the tenant.

The cost of maintenance or normal decoration.

Loss or damage by a tenant carrying out illegal activities.

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

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

11. **Accidental damage** for which **you** are legally responsible to cables and underground tanks and accidental breakage of underground pipes and drains servicing the **property**.

12. **Accidental damage to your buildings**.

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

Damage that is excluded elsewhere in the Buildings cover.

Damage by gradual deterioration that has caused an installation to reach the end of its serviceable life.

Caused by water escaping, which results in **subsidence, ground heave, settlement** or **landslip**.

Caused by:

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

Damage that is excluded elsewhere in the Buildings cover.

Deliberate acts by **you** or **your** tenants.

Damage to underground service pipes and cables, sewers and drains.

We also provide the following additional cover:

13. Clearing, cleaning or repairing of any underground pipes or underground tanks servicing the **property** as a result of loss or damage covered under this policy. This includes the cost of breaking into and repairing any underground pipe to clear a blockage between the main sewer and **your home**.

14. Emergency Entry

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

15. After loss or damage insured by this section **we** will pay:

- **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.

16. **We** will pay up to 20% of the **buildings sum insured** shown in **your Schedule** for any one claim where **your home** cannot be lived in as a result of loss or damage insured by the Buildings section of **your** policy. The costs that **we** agree in advance are to cover:

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

We do not cover the following:

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

Fees and costs **you** have to pay for preparing or furthering any claim.

Loss or damage if **your home** cannot be lived in because **your** tenant is prevented from doing so by a responsible authority:

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

We also provide the following additional cover:

17. 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 **your** tenant is responsible for paying; and
- alternative accommodation for **your** tenant (which is a similar size and standard to **your home**) and that of **your** tenant's domestic pets;

when **your home** cannot be lived in because **your** tenant is prevented from doing so by a responsible authority:

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

18. 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.

19. 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.

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

We do not cover the following:

Loss of keys if **you** have claimed for lock replacement under the Contents section of this policy.

Loss of metered water or heating oil if **you** have claimed for this under the Contents section of this policy.

We also provide the following additional cover:

21. Fire extinguishers

The costs incurred in refilling fire-extinguishing appliances, replacing used sprinkler heads and resetting fire alarms following any loss or damage covered under the Buildings section of this policy.

22. Unauthorised use of electricity/gas/water

We will pay the cost of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying **your property** without **your** authority.

Payment under this cover is conditional on **your property** being inspected at least weekly by **you** or **your** representatives whenever they are **unoccupied**. All steps must be taken to end unauthorised occupation of the **property** as soon as **you** or **your** representatives become aware of it.

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

We do not cover the following:

We cover the following

1. **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 of **your home** and the land belonging to **your home** for accidents which happen during the **period of insurance** in or around the **property** which result in:

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

2. **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 and insured with **us** for incidents which happened in or around that buildings and which resulted in:

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

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

We do not cover the following

Liability for:

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

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

Liability as a result of:

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

Liability arising from the Party Wall etc. Act 1996.

Liability covered by any other policy.

Liability for:

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

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

Liability as a result of:

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

We cover the following

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.

3. If **you** have contents cover only:

Your legal liability as a result of letting out **your home**:

We will insure **you** for all amounts which **you** have legal liability to pay as a result of letting out **your home** and the land belonging to **your home** for accidents which happen during the **period of insurance** in or around the **property** which result in:

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

We do not cover the following

Liability arising from the Party Wall etc. Act 1996.

Liability covered by any other policy.

Any incident that happens more than seven years after the last day of the last **period of insurance** in respect of any home previously insured by **us** and owned and occupied by **you**.

Any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest.

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 arising from the ownership of any land, buildings or the **buildings**.

Liability as a result of:

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

Liability arising from the Party Wall etc. Act 1996.

Liability covered by any other policy.

Contents cover

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

We cover the following

Your **contents** while in **your home**.

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

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

2. Theft or attempted theft.

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

3. 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

We do not cover the following

The General Exceptions shown on [pages 44-45](#).

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

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

Caused by smoke from air pollution.

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

Any amount recoverable from the tenant.

Loss or damage by a tenant carrying out illegal activities.

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

Caused to the heating installation and/or pipes.

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

Caused to the heating installation and/or pipes.

Caused by **your** pets.

Damage arising from repair or renovation of the **buildings**.

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

- 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 that 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.

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

Arising from felling, lopping or topping of trees.

Caused by:

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

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.

Damage to the **buildings** caused by the action of chemicals or by the reaction of chemicals with any materials that form part of the **buildings**.

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

Any amount recoverable from the tenant.

The cost of maintenance or normal decoration.

Loss or damage by a tenant carrying out illegal activities.

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

10. **Accidental damage** to the **contents** while in **your home**.

We also provide the following additional cover:

11. **We** will pay up to 20% of the **contents sum insured** shown in **your Schedule** for any one claim where **your home** cannot be lived in as a result of loss or damage insured by the Contents section of **your** policy. The costs that **we** agree in advance are to cover the cost of temporary storage of **your contents**.

12. Lock replacement

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

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

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

Caused by:

- insects, parasites, or vermin (other than squirrels);
- fungus or mildew;
- atmospheric or climatic conditions, frost, the action of light or any gradually operating cause;
- 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 to **your buildings**.

Damage that is excluded elsewhere in the Contents cover.

Deliberate acts by **you** or **your** tenants.

We do not cover the following:

Any costs arising from loss or damage that is excluded elsewhere in the Contents cover.

Loss of keys if **you** have claimed for lock replacement under the Buildings section of this policy.

We also provide the following additional cover:

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.

13. Contents in the open

The **contents** are insured while they are outdoors but within the **property** against loss or damage as a result of causes in paragraphs 1 to 9 of this section of the policy (see [pages 21-22](#)).

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

14. Household removal

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

15. 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.

16. Garden Cover

We will pay up to £1,000 in total for loss or damage to hedges, lawns, trees, shrubs and plants that **you own**, which are outside the **buildings** but within the boundaries of the **property**, as a result of causes in paragraphs 1 to 9 of this section (see [pages 21-22](#)).

We do not cover the following:

Loss or damage caused by storm or flood, or shown as not insured under paragraphs 1 to 9 of the Contents section ([pages 21-22](#)).

Loss or damage to plants, trees, lawns or shrubs.

Loss or damage while **your contents** are in a furniture store or being moved to and from storage.

Loss of metered water or heating oil if **you** have claimed for this under the Buildings section.

Loss or damage not insured under causes 1 to 9 of this section ([pages 21-22](#)):

- to trees or shrubs, which is not caused by theft;
- caused by domestic animals, birds or pets;
- caused by frost;
- caused by **subsidence, landslip** or **ground heave** unless **your home** is damaged by the same cause at the same time.

We also provide the following additional cover:

17. Fixtures and fittings cover.

We will pay up to £10,000 for loss or damage as a result of causes 1 to 9 of the Buildings section for built-in furniture, built-in kitchen appliances, fixed glass in windows, sanitary ware, solar panels, pipes, ducts, wires, cables, switches, fires, boilers, radiators, storage heaters, fixed wall, floor and ceiling coverings other than carpets, which belong to **you** or **you** are legally responsible for, if due to the type of policy **you** have **your** Buildings insurance cannot provide cover for these.

18. Contents in common areas

The **contents** are insured while they are in the common parts of the **home** where all tenants have access, against loss or damage as a result of causes in paragraphs 1 to 10 of this section of the policy (see [pages 21-23](#)).

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

We do not cover the following:

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

If **your** Buildings insurance is able to provide cover.

Anything shown as not being covered under causes 1 to 9 of the Buildings section.

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

Legal Expenses Cover

This insurance is underwritten by the **insurer** shown in **your Schedule**.

In the event of a valid claim under this insurance, **we** will appoint **our** mediators, panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other professional service providers' or legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to **us** within 180 days of the **insured incident** other than in relation to Tenant Mediation and Eviction where claims must be submitted within 45 days of the **insured incident**. Notification will only be deemed to have been made upon receipt by **us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **advisers' costs** up to the **limit of indemnity** where:

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits** and
- b) The **proceedings** take place in the **territorial limits**.

Glossary of terms

We have defined certain words and phrases that apply specifically to the Legal Expenses Cover. 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.

Adviser Our panel solicitor, their agents, an independent mediator or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

Advisers' costs Reasonable legal and mediation fees incurred by the **adviser** up to the hourly rate shown in **our** fee scale ruling at the time the **adviser** is instructed and disbursements essential to **your** case. Legal costs shall be assessed on the standard basis and third-party costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Data Protection Legislation The relevant Data Protection Legislation in force in the United Kingdom at the time of the **insured incident**.

Deposit The sum of money collected from the **tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies, and held by **you** or **your** agent as an indemnity for losses incurred by **you** arising from the **tenant** failing to perform his obligations set out in the **tenancy agreement**.

Deposit (cont)	A minimum amount equal to one month's rent must be retained as the deposit . Deposit replacement insurance may be purchased in lieu of a deposit ; however, this must meet or exceed the minimum sum above.	Limit of indemnity	The maximum payable in respect of an insured incident . <ul style="list-style-type: none"> • Tenancy Eviction: £100,000 for any one claim • Non-tenancy Property Infringement: £100,000 for any one claim • Non-tenancy Property Damage: £100,000 for any one claim • Criminal Prosecution: £100,000 for any one claim • Hotel Expenses: £50 per day up to a maximum of 30 days • Storage Costs: £20 per day up to a maximum of 30 days.
Dilapidations inventory	A full and detailed inventory of your contents and their condition within the insured property , which has been signed by the tenant .		
Guarantor	The individual or organisation assigned to the tenancy agreement that has received a tenant reference and provided a financial guarantee of the tenant's performance of his obligations under the tenancy agreement .		
Insured incident	The incident, or the first of a series of incidents, that may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.	Proceedings	The pursuit of eviction proceedings , civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Insured period	The period of insurance shown in the insurance Schedule .	Prospects of success	Where we consider there is a 51% or 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.
Insured property	The property shown in the insurance Schedule and declared to the insurer .	Rent	The monthly amount payable by the tenant to you as set out in the tenancy agreement .
Insurer	The insurer shown in your Schedule .		

Tenancy agreement

An agreement between **you** and the **tenant** in relation to the **insured property**, which is:

- a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended), or its equivalent outside of England and Wales but within the **territorial limits**; or
- b) a Company Residential Tenancy (Company Let) created after 28 February 1997 where the **tenant** is a public limited company (plc) or limited company (Ltd), or its equivalent outside of England and Wales but within the **territorial limits**, and the **insured property** is let purely for residential purposes of the **tenant's** employees and their family; or
- c) a written common law residential **tenancy agreement** created after 28 February 1997 between individuals where the **rent** is in **excess** of £100,000 per annum, or its equivalent outside of England and Wales but within the **territorial limits**, and which is:
 - i) appropriate for the tenancy; and
 - ii) where relevant, signed and independently witnessed by **you**, the **tenant(s)** and, if required as a condition of the **tenant reference**, the **guarantor**; and
 - iii) free from any unreasonably restrictive covenants.

The **tenancy agreement** must be for a fixed term of no more than 12 months or, if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

Tenant

The occupier of the **insured property** named in the **tenancy agreement** as the tenant who has received a **tenant reference** confirming that he/she can, solely or jointly with another **tenant** or other **tenants**, afford to cover the cost of the **rent** in full.

Tenant reference

A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employer's reference on company headed paper confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the **tenant's rent**.

If all of the above are not available, or in the case of students or **tenants** receiving any income-related or housing-related government benefit, a full **tenant reference** showing a pass on the **tenant** and **guarantor** must be obtained from **our** approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website: <http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

There is no obligation under this policy to obtain a **tenant reference**; however, **we** would recommend **you** obtain one before allowing a **tenant** to occupy the property.

Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **insurer**.

You/Your

The individual or organisation shown in the insurance **Schedule** as the **policyholder** and defined in the **tenancy agreement** as the 'Landlord' who has paid the premium and been declared to the **insurer**.

If **you** die, **your** personal representatives will be covered to pursue, on behalf of **you**, cases covered by this insurance that arose prior to **your** death.

We cover the following

Tenant Mediation and Eviction

You are covered for **advisers' costs** to pursue eviction **proceedings** for:

- a) Mediation with the **tenant** (and **guarantor** if required) to resolve breaches in the **tenancy agreement** relating to the rightful occupation of the **insured property**.
- b) Eviction **proceedings** against a **tenant** to recover possession of the **insured property** where the **tenant** fails to perform his obligations set out in the **tenancy agreement** relating to the rightful occupation of the **insured property**.

We do not cover the following

Claims

- arising from or connected to **your** performance of **your** obligations under the **tenancy agreement** or where there are insufficient prospects of success in the **proceedings** due to the terms of the **tenancy agreement** being unenforceable;
- arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**;
- falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal, or their equivalent outside of England and Wales but within the **territorial limits**;
- relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **territorial limits**;
- where the **insured property** is not solely residential;
- where the **tenant** is not aged 18 years or over;
- where **you** have allowed the **tenant** into possession of the **insured property** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, all necessary statutory pre-grant notices to the **tenant** have been issued, the first month's **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**;
- where **you** have failed to keep full and up to date rental records or have allowed the **tenancy agreement** to be transferred to any other individual or organisation, unless all other terms of the insurance have been complied with;
- if **you** or **your** agent gave any false or misleading information when **you** applied for the **tenant reference**;
- where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to

We cover the following

Non-Tenancy Property Infringement

Proceedings for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**.

The nuisance or trespass must have commenced at least 45 days after **you** first purchased this insurance.

Non-Tenancy Property Damage

Advisers' costs to pursue **your** legal rights for financial compensation for damages against a person or organisation that causes physical damage to the **insured property**.

The damage must have been caused after **you** first purchased this insurance.

We do not cover the following

the **tenancy agreement**;

- where **you** are in breach of any rules, regulations or Acts of Parliament relating to the **deposit**;
- in relation to dilapidations by the **tenant** to the **insured property** or its contents where **you** have a policy of insurance that covers the dilapidations;
- relating to any occupant of the **insured property** over the age of 18, other than the **tenant**;
- where **advisers' costs** have been incurred as a result of **your** failure to follow the advice of the **adviser** or arising from **your** failure to take any action recommended by **us** or the **adviser** to recover possession of the **insured property** as promptly as possible.

Claims arising from a dispute relating to a **tenancy agreement** or any other lease or licence to occupy property or land.

We cover the following

Criminal Prosecution

Advisers' costs to defend criminal prosecutions brought against **you** in relation to the **insured property** under:

- i) The Gas Safety (Installation and Use) Regulations 1994
- ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii) The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **territorial limits**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

Contract Disputes

Advisers' costs to pursue or defend **proceedings** following a breach of a contract **you** have for buying or selling goods or services in relation to the **insured property**.

The contract must have been made after **you** first purchased this insurance.

Hotel Expenses and Storage Costs

Hotel expenses incurred by **you**, whilst **you** try to get a possession order for **your insured property** so **you** can live in it, subject to the following conditions:

- a) **You** have nowhere else to stay.
- b) A claim under Tenant Mediation and Eviction is being pursued.

We do not cover the following

Claims arising from something **you** have done, knowing it to be wrongful or ignoring that possibility.

Claims

- for any dispute where the amount is less than £250 plus VAT;
- relating to a lease tenancy or licence to use property or land;
- relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.

We cover the following

- c) Evidence is provided for the costs incurred by **you** staying in a hotel.
- d) Cover will cease as soon as possession of the **insured property** has been gained.

Costs incurred by **you** to store **your** household possessions while **you** are unable to reoccupy the **insured property**, subject to the following conditions:

- a) A claim is being pursued under Hotel Expenses above.
- b) Evidence is provided for the Storage Costs incurred by **you**.

We do not cover the following

Legal Helpline

A 24-hour advisory service for telephone advice on any legal problem of concern to **you** in connection with the **insured property**.

Specialist lawyers are on hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement.

Simply telephone **0800 027 1358** and quote '**Saga – Landlord's Protection**'.

To maintain an accurate record **your** telephone call may be recorded.

Legal Expenses Cover Exclusions

1. There is no cover:

- where **your** act, omission or delay prejudices **your** or the **insurer's** position in connection with the **proceedings** or prolongs the length of the claim;
- arising from a dispute between **you** and **your** agent or mortgage lender;
- where the **insured incident** began to occur or had occurred before **you** purchased this insurance;
- where **you** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur;
- where **you** have breached a condition of this insurance;
- where **advisers' costs** have not been agreed in advance or are above those for which **we** have given **our** prior written approval;
- for any claim which is not submitted to **us** within 180 days of the **insured incident** occurring, other than in relation to the Tenant Mediation and Eviction section where claims must be submitted within 45 days of the **insured incident**;
- for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- for damages, interest, fines or costs awarded in criminal courts;
- where **you** have other legal expenses insurance cover;
- for claims made by or against Saga, the **insurer**, the **adviser** or **us**;
- for appeals without **our** prior written consent;
- prior to the issue of court **proceedings** or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser**;
- where a reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute;
- where **you** commit, or are alleged to have committed, a criminal offence, or **you** are liable to a civil penalty unless this

policy expressly covers **you** in the event of such offence or penalty.

2. There is no cover for any claim arising from:

- works undertaken or to be undertaken by or under the order of any government or public or local authority;
- planning law;
- the construction of or structural alteration to buildings;
- defamation or malicious falsehood;
- divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation;
- any venture for gain or business project of **yours** other than in relation to **your** activities as a landlord;
- a dispute between persons insured under this policy;
- an application for Judicial Review;
- a novel point of law.

3. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Legal Expenses Cover Conditions

1. Cancellation

You may cancel this insurance at any time by writing to **your** insurance adviser providing 14 days' written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

We may cancel the insurance by giving **you** 14 days' notice in writing at the address shown on the **Schedule**, or an alternative address provided by **you**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **you** behaving inappropriately, for example:

- where **we** have a reasonable suspicion of fraud;
- **you** use threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

2. Claims

- We** may appoint an **adviser** to conduct an independent mediation to reach settlement of the **proceedings** and unpaid **rent**. The **adviser's costs** for the mediation will be paid for by **us**.
- You** must report claims as soon as reasonably possible within 180 days of the **insured incident**, other than in relation to the Tenant Mediation and Eviction section where claims must be submitted within 45 days of the **insured incident**, by completing and submitting the claim form with all relevant information.
- If **rent** is overdue, the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the default. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant/guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and visit the **insured property**. **You** should seek legal advice if **you** are unsure that such an inspection is lawful.
- You** and **your** agent must act promptly to gain vacant possession of the **insured property** and recover **rent** arrears.
- In the event of a claim **you** or **your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **insured property**.
- You** and/or **your** agent must attend any court hearing in relation to an **insured incident** if requested to do so by **us** or

the **adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.

- We** may investigate the claim and take over and conduct the **proceedings** in **your** name. Subject to **your** consent, which shall not be unreasonably withheld, **we** may reach a **settlement** of the **proceedings**.
- We**, on behalf of the **insurer**, have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **advisers' costs**.
- You** must supply at **your** own expense all the information which **we** reasonably require to decide whether a claim may be accepted. If court **proceedings** are required and **you** wish to nominate an alternative **adviser** to act for **you**, **you** may do so. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- The **adviser** will:
 - provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained;
 - keep **us** fully advised of all developments and provide such information as **we** may require;
 - Keep **us** regularly advised of **advisers' costs** incurred;
 - advise **us** of any offers to settle and payments in to court. If contrary to **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree at **our** absolute discretion to allow the case to proceed;
 - submit bills for assessment or certification by the appropriate body if requested by **us**;
 - attempt recovery of costs from third parties.
- In the event of a dispute arising as to **advisers' costs**, **we** may

require **you** to change **adviser**.

- l) The **insurer** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are **prospects of success**.
- m) **You** shall supply all information requested by the **adviser** and **us**.
- n) **You** are liable for any **advisers' costs** if **you** withdraw from the **proceedings** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.
- o) Any monies recovered from the **tenant** or **guarantor** will be retained by **us** to pay for any **advisers' costs** or **rent** that has been paid by the **insurer** under this insurance.

3. Disputes

If a complaint is not handled by the Financial Ombudsman Service (see 'How to make a claim'), any dispute between **you** and **us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Fraud

In the event of fraud, **we**:

- a) will not be liable to pay the fraudulent claim;
- b) may recover any sums paid to **you** in respect of the fraudulent claim;
- c) may cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**;
- d) will no longer be liable to **you** in any regard after the fraudulent act.

5. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have more than a 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) being able to recover the amount of money at stake;
- b) being able to enforce a judgement;
- c) being able to achieve an outcome which best serves **your** interests.

6. English Law and Language

This contract is governed by English Law and the language for contractual terms and communications will be English.

How to make a claim

Claims must be notified to the Claims Line within 180 days of the **insured incident** other than in relation to the Tenant Mediation and Eviction section where claims must be submitted within 45 days of the **insured incident**.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **our** panel solicitor or their agents appointed by **us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **you** may nominate another solicitor to act for **you**.

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the legal advice line.

In general terms, **you** are required to notify **us** immediately of any potential claim or circumstances that may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, **you** should contact the legal advice line for

assistance.

If **rent** is overdue, the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days, the **tenant** and any **guarantor** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** obligations within the **tenancy agreement** and then visit the **insured property**. **You** or **your** agent should seek legal advice if **you** are unsure that such an inspection is lawful.

Claims line

You should telephone **0800 027 1358** and quote '**Saga – Landlord's Protection**'.

A claim form will be sent out by email, fax or post within 24 hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **your** telephone call may be recorded.

Claim forms can also be obtained from <http://www.arclegal.co.uk/informationcentre/index.php>

What happens next

The claim will be assessed and if accepted and deemed appropriate, an independent mediator will be appointed by **us**. If **you** are unable to reach an agreement with the **tenant/guarantor** during the mediation or independently to remedy his failure to perform his obligations under the **tenancy agreement**, our panel solicitors or their agents will be appointed to act for **you**.

You or **your** agent must give all information requested by **us** or the **adviser** within five days of receiving the request for that information.

You or **your** agent must attend any court hearing if requested by the **adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Data Protection

Your details and details of **your** insurance cover and claims will be held by **us** and or the **insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **Data Protection Legislation**.

How to make a complaint

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly. If **you** are unhappy with the service that has been provided **you** should contact us in any way **you** choose:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

If **we** have provided **you** our final response and **you** are still unhappy, or more than eight weeks has passed from when **we** received **your** original complaint and **you** are not satisfied with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see www.financial-ombudsman.org.uk/

The Financial Ombudsman Service contact details are:
Financial Ombudsman Service, Exchange Tower,
London E14 9SR
Tel 0800 234 567

Email: complaint.info@financial-ombudsman.org.uk

If you live in the Channel Islands, please refer to your documents for complaints information.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website register.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

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 [pages 44-45](#) and the General Conditions on [pages 46-47](#) for details of the claims conditions. For Legal Expenses Cover claims please also read the conditions on [pages 34-36](#).
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, invoices, original

purchase receipts, bank or credit card statements, utility bills, pre-purchase surveys or plans or deeds of **your property**. **We** will confirm exactly what **we** need. Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

- 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. **We** will decide the most **we** will pay before taking off the **excess**.

Claims history

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

How to make a claim – General Conditions

1. Claims – your duty

For information on the claims procedure and how **we** settle **your** claim, please read [page 39](#).

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

- tell **us** as soon as possible;
- tell the local police as soon as possible after **you** become aware that something is lost or if **you** suspect theft, attempted theft or malicious damage, and keep a note of any reference number given to **you**;
- take all steps to recover any property which has been lost;
- when asked, send **us** all the additional information **we** may require which may include the following:
 - original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
 - purchase dates and location of lost or damaged property
 - for damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair;
- 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 as soon as possible.
- If the property is recovered before payment of the claim **you** must take it back and **we** will then pay for any damage.
- If the property is recovered after payment of the claim it will belong to **us** but **you** will have the option to retain it and refund in full any claim payment to **us**.

4. 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

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 on **your Schedule**, **we** will pay only that proportion of the loss which the **sum insured** bears to the total value of the **buildings** insured.

How much we will pay – Contents

Most insurance companies can get discounts on replacing items. This helps to control claim costs and therefore premiums charged.

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.

General Exceptions that apply to the whole policy

This policy does not insure the following:

1. Any loss or damage caused deliberately by **you, your** tenants (excluding theft or attempted theft, malicious acts or vandalism by tenants), any sub-tenant or any person acting on behalf of **you**.
2. Any property **you** own, hold in trust or use in connection with any business, profession or trade or 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. Loss or damage caused by incidents that took place before the insurance starts.
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**; or
 - leakage of oil from a domestic oil installation at **your home**.In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
11. Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
12. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
13. **We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance**, **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

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. 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. If the insurance cover has commenced, **we** 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**, **we** 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. **Saga** will charge an **administration fee** of £35.

You can telephone **Saga** on 0800 027 1355 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. **Saga** will deduct an **administration fee** from **your** refund.

Where **we** or **Saga** cancel **your** policy:

Please also refer to the 'Fraudulent claims' condition on [page 47](#) of this policy and to the 'Changes in circumstances' condition (General Condition 4) below.

We or **Saga** may also cancel **your** policy where **we** or **Saga** have identified serious grounds, such as:

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** or **Saga** staff, contractors or property;
- the use of foul or aggressive language;
- nuisance or disruptive behaviour.

We will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between us, **we** may cancel the policy by giving **you** 14 days' notice.

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**.

3. **You** must do all that **you** can do to avoid injury, loss or damage and protect **your** property. **You** must make sure other people do the same.
4. **You** must tell **us** within 30 days about any of the following changes in **your** circumstances:
 - If the **buildings** are not in a good state of repair.
 - Work is to be done on the **buildings** other than routine maintenance or decoration.

- Any change in **your buildings sum insured**.
- Any change in the tenancy of **your buildings** including if **you** no longer have or intend to have tenants in the **property**.
- Any sale or purchase of **buildings**.
- Any building, demolition or excavation work being carried out on an adjoining premises.
- **Your home** is going to be **unfurnished** or **unoccupied**.
- **You** or anyone living with **you** has received a conviction for any offence except for driving.
- Any part of **your home** is going to be used for any trade, professional or business purposes.

Your Schedule contains all the information **we** need to determine **your** eligibility for this policy and how much **your** premium should be. **You** must contact **us** if anything on **your Schedule** changes.

We may reassess **your** cover, terms and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid and **you** may not be entitled to a refund of premium.

However, **your** interest in this insurance shall not be prejudiced by:

- 1) structural repairs or other minor alterations, and general maintenance work undertaken;
 - 2) any increase in risk of damage resulting from an alteration, act or omission which occurs without **your** knowledge or consent provided **we** are notified within seven days of **you** being aware of the above alterations and any additional premium required is paid.
5. 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.

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

7. Financial Services Compensation Scheme

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

Help and advice from Saga

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 that 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 141 3321 from the UK
or +44 208 253 6898 from abroad**

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

Protecting your property

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 or tenants can check the identity of callers. (This is like a 'peep-hole' which lets you or tenants see callers without being seen). Never let anyone into your home if they cannot prove their identity.
- Do not leave keys outside your home.

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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Notes

A series of horizontal dotted lines for taking notes.

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 096 3251**.

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

Customer service

For questions about your policy

from the UK **0800 027 1355**

from abroad **+44 1428 762 531**

Monday to Friday 8.30am to 7pm,
Saturday 9am to 3pm.

Claims

For new claims or help with your existing claim

from the UK **0800 027 1357**

from abroad **+44 124 559 7217**

24 hours a day, 7 days a week.

The SAGA logo consists of the word "SAGA" in a bold, blue, sans-serif font. The letter "A" is stylized with a triangle pointing to the right, and the second "A" is also stylized with a triangle pointing to the right.

Saga Services Limited is registered in England and Wales (Company No. 732602). Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Saga Services Limited is authorised and regulated by the Financial Conduct Authority.