



Your Policy Book  
Home Insurance

SAGA

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## Your policy in detail

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

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

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

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

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

# Welcome to Saga Home Insurance

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Thank you for taking out home insurance with Saga.

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

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

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

Next we tell you more specific information about your policy, including an explanation of words that have particular meanings in this book, before getting down to the real detail of exactly what you can and can't claim for. There are some things that we always exclude from cover and these are shown in the General Exceptions on [page 51](#); while the General Conditions that follow explain what you need to do to ensure you have the full protection of your policy.

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

Finally, if you need to make a claim on your policy, you can find details of how to do so on [page 47](#).

## Your cover at a glance

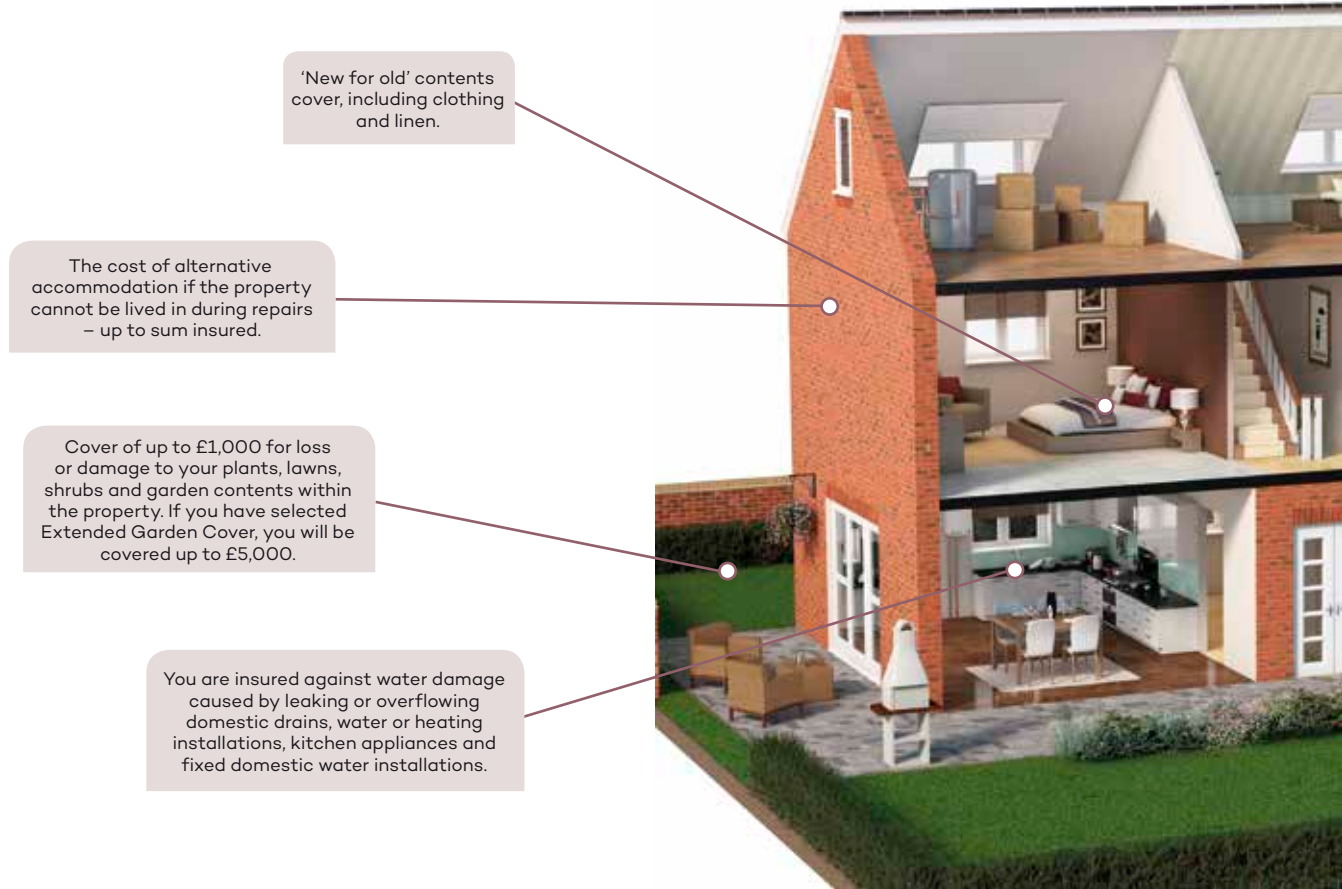
What's covered	Maximum amount payable
<b>Buildings cover</b>	
Rebuilding and repair costs	Sum insured shown on policy Schedule
Property owner's liability	£2,000,000
Alternative accommodation	Up to buildings sum insured
Trace and access of a water or oil leak	Up to buildings sum insured
Accidental damage	Up to buildings sum insured
Emergency entry	Up to buildings sum insured
Lock replacement	Up to buildings sum insured
Damage caused by pets	Up to buildings sum insured
Replacement of matching pairs and sets	Up to buildings sum insured
Compulsory evacuation	Up to buildings sum insured
<b>Contents cover</b>	
New for old cover for contents	Sum insured shown on policy Schedule
Alternative accommodation	Up to contents sum insured

What's covered	Maximum amount payable
Replacement of matching pairs and sets	Up to contents sum insured
Theft by bogus officials	£250
Liability to others	£2,000,000
Accidental damage	Up to contents sum insured
Religious festivals	20% increase on contents sum insured during the month of any religious festival
Weddings, civil partnerships, birthdays or anniversaries	20% increase on contents sum insured for one month before and one month after
Visitors' personal belongings	£1,000
Contents in the open	£1,000
Lock replacement	Up to contents sum insured
Garden cover	£1,000
Personal money	£500
Frozen food	Up to contents sum insured
Oil and metered water	Up to contents sum insured
Business equipment	£5,000

What's covered	Maximum amount payable
Deeds and documents	£2,500
Damage caused by pets	Up to contents sum insured
Credit cards	£500
Medical equipment on loan	£5,000
Carers' personal belongings	£250
Liability to domestic employees	£10,000,000
Unrecovered court awards	£2,000,000 (plus other costs and expenses we have agreed to)
Moving home – cover for new home	Up to £5,000 for furniture, soft furnishings and kitchen appliances in your new home
Fatal injury	£5,000
Liability as a tenant	10% of contents sum insured
Student cover	£5,000
Personal Belongings Cover – Unspecified items	£10,000 per event Single item limit – £2,500 per individual item, pair or set (excluding bicycles) £500 for bicycles and their accessories

What's covered	Maximum amount payable
Trauma cover	Expenses following a violent crime: Counselling fees – £500 Temporary accommodation or security improvement – £500 Necessary conveyancing, removal and estate agency fees – £5,000 Reward for information following theft or violence – £500 Permanent disability following an accident in the home – £30,000 for necessary alterations
<b>Additional cover options</b>	
Personal Belongings Cover – Specified items	Up to amount shown on policy Schedule
Specified Bicycles Outside the Home Cover	Up to amount shown on policy Schedule
Extended Garden Cover	Loss or damage to your garden and its contents including professional garden design fees and expenses – £5,000
Legal Expenses Cover	Up to £100,000 per claim

# Covering your home from top to bottom





Optional cover for legal expenses including our Online Safety Support Service.

Trace, access and repair of a water or oil leak – up to buildings sum insured.

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

Cover for contents in your domestic garage or outbuildings at the property – up to contents sum insured.

Cost of replacing new locks or mechanisms – up to contents sum insured.

Cover for accidental damage to cables, underground pipes and underground tanks – up to buildings sum insured.

## Some other information you need to know

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### Our customer service commitment to you

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

### What happens when it's time to renew your policy

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

### Use of your information

The information you have given to Saga Services Limited (Saga) and/or the insurer(s) will be held and used to manage your insurance policy, which will include both underwriting and claim handling. For this purpose, Saga and/or the insurer(s) may disclose it to other interested third parties, 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, the payment methods offered and whether they are affordable;
- 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 calling 0800 056 9102. For further information about how the Saga Group uses your personal information, please visit [www.saga.co.uk/privacy-policy](http://www.saga.co.uk/privacy-policy) or contact the Saga Group Data Protection Officer by email: [data.protection@saga.co.uk](mailto: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.

## **What happens if we change the underwriter of your policy**

Your Saga Home 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 home 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](http://saga.co.uk/privacy-policy)

## **Inflation protection – index-linking**

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

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

## **Buildings**

If you have specified your buildings sum insured we will index-link the sum insured shown on your Schedule. We use the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index. We do not apply index-linking to our standard limit.

## **Contents**

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

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

## **The language and law applicable to this policy**

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

## Specific policy words and what they mean

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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 Cover section on [page 31](#) and the Online Safety Support Service section on [page 44](#). **You** should also look at these. **Your Schedule** will show **you** if **your** policy includes this section.

**Accidental damage** Unexpected and unintended damage caused by sudden means.

**Accidental loss** Unexpected and unintended physical loss.

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

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

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

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

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

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

**Compulsory evacuation** When **your buildings** cannot be lived in because **you** are prevented from doing so by a responsible authority:

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

<b>Contents</b>	<p>Anything which <b>you</b> own or is in <b>your</b> possession.</p> <p><b>Contents</b> does not include the following:</p> <ul style="list-style-type: none"> <li>• anything covered by any other insurance or more specifically insured by this policy</li> <li>• <b>business equipment</b></li> <li>• <b>your home</b> (except fixtures, fittings and decorations belonging to <b>you</b>, where <b>you</b> are the tenant) or any other <b>buildings</b></li> <li>• <b>motorised vehicles</b> and their trailers, trailer tents, caravans, horseboxes, aircraft and boats (unless models or hand propelled), or their accessories and parts</li> <li>• any living creature</li> <li>• trees, shrubs or plants</li> <li>• bicycles away from the <b>home</b></li> <li>• medical equipment on loan.</li> </ul>	<b>Fixtures and fittings</b>	<p>Built-in furniture, built-in <b>kitchen appliances</b>, 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.</p>
<b>Credit cards</b>	<p>Bank, charge, cheque guarantee, credit, debit and cash dispenser cards <b>you</b> hold for personal purposes.</p>	<b>Garden contents</b>	<p>Items that are designed to be kept either temporarily or permanently in the garden within the boundaries of the land belonging to <b>your home</b>, including garden furniture, unfixed garden storage units, garden tools and equipment, barbecues, portable hot tubs, children's play equipment, garden ornaments, hutches and coops including their accessories, plant containers, freestanding greenhouses, ponds and their accessories, outdoor heating and lighting, freestanding garden structures, canopies and trellis work, that <b>you</b> own.</p> <p><b>Garden contents</b> does not include outbuildings, fences, gates or ride-on mowers and their accessories.</p>
<b>Endorsements</b>	<p>An extension or restriction to <b>your</b> policy.</p> <p><b>Endorsements</b> only apply if they appear in <b>your Schedule</b>.</p>	<b>Ground heave</b>	<p>The upward or sideways movement of the site on which <b>your buildings</b> are situated caused by swelling of the ground.</p>
<b>Escape of water</b>	<p>Loss or damage by water 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.</p>	<b>Home</b>	<p>The house, bungalow, flat or maisonette shown in <b>your Schedule</b>. Domestic garages belonging to the <b>property</b>. Secured outbuildings if they form part of the <b>property</b>.</p>
<b>Excess</b>	<p>The first part of any claim which <b>you</b> must pay.</p> <p><b>We</b> show the <b>excess</b> amounts in <b>your Schedule</b>.</p>	<b>Insurer(s)</b>	<p>The insurer(s) shown in <b>your Schedule</b>.</p>
		<b>Kitchen appliances</b>	<p>Dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which <b>you</b> own.</p>

<b>Landslip</b>	Sudden movement of soil on a slope or gradual creep of a slope over a period of time.	<b>Personal money</b>	Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps and certificates, unused current postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phonecards and trading stamps including television licence, gas, electricity and phone stamps <b>you</b> hold for personal purposes.  <b>Personal money</b> does not include: <ul style="list-style-type: none"> <li>• lottery and raffle tickets;</li> <li>• air miles vouchers and cards;</li> <li>• promotional vouchers and cards; or</li> <li>• <b>credit cards</b>.</li> </ul>
<b>Motorised vehicles</b>	Any electrically or mechanically powered vehicles other than: <ul style="list-style-type: none"> <li>• vehicles used as domestic gardening equipment within the boundaries of the land belonging to <b>your home</b>;</li> <li>• vehicles designed to help infirm or disabled people (as long as the vehicles are not registered for road use);</li> <li>• golf carts and trolleys; and</li> <li>• pedestrian-controlled toys and models.</li> </ul>	<b>Policyholder</b>	The person named in <b>your Schedule</b> .
<b>New home</b>	The private house, its garages and outbuildings belonging to the <b>property</b> that <b>you</b> have exchanged contracts to buy and will occupy as <b>your</b> permanent home.	<b>Property</b>	The <b>buildings</b> and the land within its boundary.
<b>Personal belongings</b>	Clothing (including items of leather and sheepskin) and personal items including sports equipment (other than those excluded under <b>contents</b> ) designed to be worn or carried, and camping equipment (excluding trailer tents).  This does not include: <ul style="list-style-type: none"> <li>• <b>valuables</b> or <b>personal money</b>; and</li> <li>• bicycles.</li> </ul>	<b>Saga</b>	Saga Services Limited.
		<b>Schedule</b>	The document showing details of the <b>policyholder</b> and the insurance protection provided.  <b>Your Schedule</b> is part of this policy and must be read in conjunction with the policy.
		<b>Settlement</b>	The natural movement of new properties in the months and years after they are built.
		<b>Subsidence</b>	Downward movement of the site on which the <b>buildings</b> are situated by a cause other than the weight of the <b>buildings</b> themselves.
		<b>Sum insured</b>	The amount shown in <b>your Schedule</b> as the most <b>we</b> will pay for any number of claims from the same event.

<b>Unfurnished</b>	When <b>your home</b> is not sufficiently furnished for normal living purposes for more than 60 days in a row.
<b>Unoccupied</b>	When <b>your home</b> has not been lived in by <b>you</b> , or a person authorised by <b>you</b> , for more than 60 days in a row.
<b>Valuables</b>	Jewellery, watches, clocks, furs, articles made of gold, silver and other precious metals, precious stones, pictures, works of art and collections of stamps, coins and medals which <b>you</b> own or are in <b>your</b> possession.
<b>We, Our, Us</b>	The <b>insurer(s)</b> shown in <b>your Schedule</b> .
<b>You, Your</b>	The person or people shown in the <b>Schedule</b> as the <b>policyholder</b> and your husband, wife or partner (including civil partner), children (including children of your husband, wife or partner and adopted and foster children) and any other person, who permanently live with you in your <b>home</b> . This does not include lodgers and other guests.

## Buildings cover

Your **Schedule** shows if **you** are covered under this section of the policy. The most **we** will pay for any one claim is shown in the 'Your cover at a glance' section.

### We cover the following

#### 1. Loss or damage

Any loss or damage to **your buildings**, including:

- loss or damage caused by domestic pets;
- loss or damage caused by scratching or denting;
- loss or damage to **your home** and lawns, trees, shrubs and plants caused by forced entry due to a medical emergency involving **you** or caused by the emergency services; or
- loss or damage caused by falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the fallen object which has caused the loss or damage.

### We do not cover the following

The General Exceptions shown on [page 51](#).

The **excess** shown in **your** policy **Schedule** (no **excess** applies to **your** legal liability).

The **escape of water excess** shown in **your** policy **Schedule**.

The cost of preparing a claim.

Loss or damage caused by:

- **subsidence, ground heave or landslip** to boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming pools or ornamental pools, tennis courts, septic tanks, or central-heating gas or oil tanks unless **your home** is damaged at the same time by the same cause;
- movement to solid floor slabs unless the foundations beneath the outside walls of **your home** are damaged at the same time by the same cause;
- **settlement**;
- swelling or shrinking of infill materials;
- the coast or river bank being worn away;
- storm or flood to timber gates, fences and hedges;
- structural changes, structural repairs or demolition;
- faulty workmanship, faulty design or using faulty materials;
- lopping, topping or felling of trees on **your property**;
- malicious acts or vandalism by **you** or any persons lawfully in **your home**;
- malicious acts or vandalism, **escape of water** or theft

## We cover the following

### 2. Fees and other costs

Costs and expenses which **we** have agreed to for:

- complying with statutory or other buildings regulations or by-laws;
- architects', surveyors' or other professional fees;
- clearing rubble from the site, demolishing or propping up.

### 3. Alternative accommodation

Any costs and expenses for rent **you** would have received, rent **you** still have to pay including ground rent, and alternative accommodation (which is of a similar size and standard to **your home**) for **you** and **your** domestic pets, which **we** have agreed to:

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

### 4. Trace and access

**We** will pay the costs, which **we** have agreed to in advance, for locating the source of water or oil damage including the reinstatement of any wall, flooring or ceiling removed or damaged during the search and the repair of any leaking water or oil pipes.

## We do not cover the following

or attempted theft when **your home** is **unoccupied** or **unfurnished**;

- mechanical or electrical fault, failure or breakdown; or
- wear and tear.

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

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



## We cover the following

### 5. Replacement locks

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

### 6. Selling your home

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

### 7. New home

Subject to formal acceptance from **us** of **your new home** and **your** agreement to any terms and conditions that may apply, **we** will cover loss or damage to the **buildings** of **your new home** if **you** have exchanged contracts or, in Scotland, 'concluded the missives', but **you** are not occupying as **your home**. Please contact **us** on 0800 056 9060 to arrange this cover prior to exchanging contracts on **your new home**.

## We do not cover the following

If **you** have claimed for installing new locks or replacing lock mechanisms to **your home** under the Contents section of **your** policy.

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

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

### We cover the following

#### 8. Property owner's liability

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

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

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

This includes 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

**Your** legal liability for:

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

**Your** legal liability arising from:

- any business or employment involving **you**;
- any deliberate act;
- any contract or agreement unless **you** would have been liable anyway if that contract or agreement did not exist;
- owning, possessing or using any of the following:
  - **motorised vehicles**;
  - caravans;
  - watercraft (other than surfboards, windsurfs and models or toys); or
  - aircraft (other than models or toys).

## Contents cover

Your **Schedule** shows if **you** are covered under this section of the policy. The most **we** will pay for any one claim is shown in the 'Your cover at a glance' section.

### We cover the following

#### 1. Loss or damage

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

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

### We do not cover the following

The General Exceptions shown on [page 51](#).

The **excess** shown in **your** policy **Schedule**, except for claims arising from fatal injury, **your** legal liability and unrecovered court awards.

The **escape of water** excess shown in **your** policy **Schedule**.

The cost of preparing a claim.

Loss or damage to **garden contents** that **you** own, which are outside the **buildings**.

Loss or damage caused by:

- wear and tear;
- mechanical or electrical fault, failure or breakdown;
- malicious acts or vandalism by **you** or anybody lawfully in **your home**;
- malicious acts or vandalism, **escape of water** or theft or attempted theft when **your home** is **unfurnished** or **unoccupied**;
- **subsidence**, **ground heave** or **landslip** caused by coastal or river erosion.

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

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

## We cover the following

– theft or attempted theft.

### 2. Alternative accommodation

Any costs and expenses, **we** have agreed to in advance, for:

- rent **you** still have to pay;
  - alternative accommodation (which is of a similar size and standard to **your home**) for **you** and **your** domestic pets;
  - the cost of temporary storage of **your contents**;
- following any one claim where **your home** cannot be lived in as a result of loss or damage insured under **your** policy.

### 3. Personal money and credit cards

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

Loss of **your personal money** anywhere in the world.

### 4. Oil or metered water

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

### 5. Replacement locks

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

## We do not cover the following

- caused by storm or flood unless contained in the buildings.

Financial loss where:

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

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

The first £50 of each claim. This replaces the **excess** shown in **your Schedule**.

If **you** have claimed for installing new locks or replacing lock mechanisms to **your home** under the Buildings section of **your** policy.

## We cover the following

### 6. Deterioration of food

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

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

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

### 7. Garden cover

Loss or damage to:

- hedges, lawns, trees, shrubs, vegetables and plants that **you own**, which are outside the **buildings** but within the boundaries of the **property**;
- **garden contents** that **you own**, which are outside the **buildings** but within the boundaries of the **property**.

### 8. Visitors' personal belongings

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

### 9. Carers' personal belongings

Loss or damage to **your carer's** (who does not live with **you** permanently) **personal belongings** whilst in **your home**.

## We do not cover the following

Loss or damage caused by:

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

Carers' **personal belongings** which are covered by any other insurance or whilst the **property** is **unoccupied** or **unfurnished**.

### We cover the following

#### 10. Theft by **bogus officials**

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

#### 11. Medical equipment on loan

Loss or damage within the United Kingdom, Isle of Man, Channel Islands and Republic of Ireland to specialist medical equipment (e.g. wheelchair) on loan from a UK-based hospital, local authority, the Red Cross or a relevant mobility shop.

#### 12. Religious festival increase

We will automatically increase the **contents sum insured** shown in **your Schedule** by 20% during the month of any religious festivals to cover gifts and extra food and drink **you** buy.

#### 13. Wedding, civil partnership, birthday and anniversary increase

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

### We do not cover the following

Theft of **personal money** by a **bogus official** where the loss has not been reported to the police within 24 hours after discovering the loss.

Loss or damage to medical equipment on loan where:

- written proof of the **policyholder's** legal responsibility for the equipment cannot be provided;
- the medical equipment on loan is covered by other insurance;
- it is a result of a malicious act or vandalism caused by **you** or any persons lawfully in **your home**; or
- there has been a mechanical and/or electrical failure of medical equipment.

Any loss or damage to medical equipment in **your home** while **your home** or any part of it is lent, let, sublet or shared (unless there is forcible and violent entry into or exit from it) or if **your home** was **unfurnished** or **unoccupied** at the time of loss or damage.

## We cover the following

### 14. Deeds and documents

We will pay to replace deeds and documents following loss or damage covered under this policy while they are in **your home**.

### 15. Student cover

Loss or damage to **your contents** when they are temporarily in Halls of Residence or other term-time student accommodation in the United Kingdom, Isle of Man or Channel Islands where **you** are studying, including whilst being transferred to or from **your home**, caused by:

- fire, smoke, explosion, lightning or earthquake;
- riot, civil commotion, strike, labour or political disturbance;
- malicious acts or vandalism;
- being hit by aircraft, flying objects or anything falling from them, vehicles, animals, falling trees, branches, or aerials, satellite dishes, masts and their fittings;
- storm or flood;
- **subsidence** or **ground heave** of the site on which **your** student accommodation stands, or **landslip**;
- water or oil that has leaked from any fixed domestic water or heating installation, appliance, piping or drain; or
- theft or attempted theft.

### 16. New home

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

## We do not cover the following

Loss or damage:

- to bicycles;
- to **personal money** and **credit cards**;
- caused by theft or attempted theft unless someone uses force and violence to go into or leave **your** student accommodation.

Loss or damage in **your new home**:

- to furniture, soft furnishings and free-standing **kitchen appliances**;
- caused by water which has leaked or overflowed from any fixed domestic drain, water or heating installation or piping when **your new home** is not lived in during the seven days prior to **your** moving in date, unless **you** have arranged to turn off the gas and water at the mains and drain the water

## We cover the following

### 17. Trauma cover

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

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

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

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

### 18. Fatal injury

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

## We do not cover the following

system, or **you** have arranged to leave a central heating system working to prevent freezing, in which case the temperature control must be set to at least 58 degrees Fahrenheit (14 degrees Centigrade) at all times during the period 1 October to 31 March inclusive;

- occurring more than seven days prior to **your** moving in date.



## We cover the following

### 19. Liability to others

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

This includes any claimant costs and expenses arising from any one accident. **We** will also pay defence costs and expenses, which **we** agree to in writing.

### 20. Liability as a tenant

**Your** legal liability for all amounts **you** have to pay as tenant and not as owner of **your buildings** under a tenancy agreement for **your buildings** following any loss or damage.

### 21. Liability for domestic employees

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

## We do not cover the following

**Your** legal liability arising from:

- any business or employment involving **you**;
- any deliberate act;
- any contract or agreement unless **you** would have been liable anyway if that contract or agreement did not exist;
- owning, possessing or using any of the following:
  - **motorised vehicles**;
  - caravans;
  - watercraft (other than surfboards, windsurfs and models or toys);
  - aircraft (other than models or toys);
- the ownership of **your home** and any other buildings or land;
- accidental death, bodily injury, illness or disease to **you**; or
- owning or caring for any dog referred to in or designated under Section 1 of the Dangerous Dogs Act 1991, Control of Dogs (Scotland) Act 2010 or the Dangerous Dogs (Northern Ireland) Order 1991 SI 2292 (NI 21) or any subsequent amending legislation. The policy therefore excludes the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breeds.

Loss or damage shown as not insured under paragraph 1 of the Buildings section ([page 15](#)).

### We cover the following

Channel Islands.

This includes any claimant costs and expenses arising from any one accident. **We** will also pay defence costs and expenses, which **we** agree to in writing.

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#### 22. Unrecovered court awards

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

### We do not cover the following

## Personal Belongings Cover – Unspecified items

This section is included with any contents only or combined buildings and contents policy.

### We cover the following

Loss or damage to **your valuables, personal belongings** and bicycles, including their accessories, which belong to **you** or which **you**:

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

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

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

The most **we** will pay is £10,000 per event.

Where they are insured:

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

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

### We do not cover the following

The General Exceptions shown on [page 51](#).

The first £50 of each claim.

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

Loss or damage to contact or corneal lenses.

Loss or damage caused by:

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

Motorised bicycles designed to travel over 15.5mph unassisted.

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

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

Cuts to tyres or burst tyres.

Scratching or denting to bicycles.

## Personal Belongings Cover – Specified items (optional cover)

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

### We cover the following

Loss or damage to items specified in **your Schedule** which belong to **you** or which **you**:

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

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

Where they are insured:

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

### We do not cover the following

The General Exceptions shown on [page 51](#).

The first £50 of each claim.

Loss or damage to specified items in the custody or control of any member of **your** family whilst they are living away from the **home** in Halls of Residence or any other term-time student accommodation.

Loss or damage caused by:

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

Loss or damage to bicycles and their accessories.

## Specified Bicycles Outside the Home Cover (optional cover)

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

### We cover the following

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

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

### We do not cover the following

The General Exceptions shown on [page 51](#).

The first £50 of each claim.

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

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

Motorised bicycles designed to travel over 15.5mph unassisted.

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

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

Cuts to tyres or burst tyres.

Loss or damage caused by:

- anything which happens gradually such as damage caused by vermin (other than squirrels), frost, climatic and atmospheric conditions, light, rusting or corrosion;
- scratching or denting;
- mechanical or electrical fault, failure or breakdown; or
- any process of washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.

## Extended Garden Cover (optional cover)

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

### We cover the following

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

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

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

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

### We do not cover the following

The General Exceptions shown on [page 51](#).

The first £50 of each claim.

Damage caused by:

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

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

## Legal Expenses Cover (optional cover)

This Legal Expenses Cover ([pages 31 to 45](#)) is underwritten by the **insurer(s)** shown in **your Schedule**. It is an additional cover option available with any contents only, buildings only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy. The **insurer(s)** have arranged for the claim service to be managed by Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE, registered number 4672894. The conditions and exclusions which apply to this section are shown on [pages 37 to 43](#). The General Exceptions on [page 51](#) and the General Conditions on [pages 52 to 54](#) apply to the whole policy and should be read in conjunction with this section.

### Glossary of terms

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

#### Appointed representative

A solicitor, lawyer or appropriately qualified person, firm or company, including **us**, instructed in accordance with Legal Expenses Cover Condition 2. Representation.

#### Daily rate

An amount equal to 1/250th of either of the following:

- If **you** are employed – the average of the amounts shown on **your** payslips from **your** employer over the last 12 months (excluding bonus payments and overtime); or
- If **you** are self-employed – the monthly average of the income **you** declared to HM Revenue & Customs for the previous tax year.

#### Data controller

The party that determines the purpose for which, and the manner in which, personal data is, or is to be, processed.

#### Data Protection Legislation

The relevant Data Protection Legislation in force within the **territory** where this cover applies at the time of the insured event.

#### Date of incident

- The date of the event; or
- the date of the first event where there is more than one event arising from the same cause; or
- the date on which the cause of action arises where this relates to the purchase of **your home** or **your second home**; which may lead to a claim under this policy.

#### Disbursements

Money spent by the **appointed representative** to manage **your** claim, but not including the **appointed representative's** own fees.

<b>Home</b>	The house, bungalow, flat or maisonette, including domestic garages and outbuildings belonging to the home, shown in <b>your Schedule</b> .	<b>Legal costs</b>	All properly incurred and proportionate <b>disbursements</b> , fees and expenses, charged by the <b>appointed representative</b> , or incurred under any fixed recoverable costs scheme.
<b>Identity fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.	<b>Legal proceedings</b>	Any opponent's costs which <b>you</b> have been ordered to pay by a court or other body, or <b>we</b> have authorised. <b>You</b> are not covered for any damages, fines or penalties <b>you</b> have to pay.
<b>Inquiry</b>	An inquest held in a Coroner's Court or Fatal Accident Enquiry into <b>your</b> death; a police investigation into an allegation made about <b>you</b> which may lead to <b>you</b> being prosecuted in a magistrates' court or Crown Court or their Scottish equivalents; civil action brought against <b>you</b> as a <b>data controller</b> under <b>Data Protection Legislation</b> ; or civil action being taken against <b>you</b> for unlawful discrimination.	<b>Material breach</b>	Action to be taken in a court or tribunal when efforts to settle <b>your</b> claim by way of negotiation have failed. A breach which has resulted in, or if not rectified is likely to result in, the <b>property</b> being unfit for habitation.
<b>Insurer(s)</b>	The insurer(s) shown in <b>your Schedule</b> .	<b>Policyholder</b>	The person(s) named in <b>your Schedule</b> .
<b>Legal claim</b>	Preparing work for negotiating or defending <b>your</b> legal rights in a civil court, tribunal or arbitration in the <b>territory</b> , including negotiating a settlement and any hearings. <b>We</b> also include appeals from these hearings if <b>you</b> tell <b>us</b> <b>you</b> want to appeal at least six working days before the deadline for giving notice of appeal ends and <b>we</b> consider the appeal to have <b>prospects of success</b> .	<b>Property</b>	<b>Your home, your second home</b> and the land within their boundaries, for which <b>you</b> are legally responsible.
		<b>Prospects of success</b>	Where <b>we</b> consider there is a 51% and above chance of succeeding with <b>your</b> 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.
		<b>Saga</b>	Saga Services Limited.



<b>Schedule</b>	The document, which provides a record of <b>your</b> insurance. <b>Your Schedule</b> is part of this policy and must be read in conjunction with the policy.
<b>Second home</b>	A house, bungalow, flat or maisonette, including the domestic garages and outbuildings belonging to this home, used for domestic purposes and owned by <b>you</b> ; insured by Saga Services Limited and occupied by <b>you</b> on a regular basis.
<b>Territory</b>	Gibraltar and the United Kingdom meaning England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands (sections 1 and 2 on <a href="#">page 34</a> are extended to include the European Union).
<b>Vehicle</b>	Any mechanically propelled motor vehicle (including scooters), aircraft or vessel.
<b>We, Our, Us</b>	The <b>insurer(s)</b> .
<b>You, Your</b>	The <b>policyholder</b> and their spouse/ domestic partner and any other relative (including adopted and foster children), who permanently live in your <b>home</b> . This includes any relative who is temporarily living away from <b>your home</b> .

## We cover the following

### Legal Expenses Cover

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

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

#### 1. Death, personal injury and medical negligence

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

#### 2. Contract disputes

a) **Legal costs** for defending or pursuing a **legal claim** arising from a dispute over:

- **you** buying, hiring or leasing any personal goods or services;
- **you** selling any personal goods; or
- **you** buying or selling **your property**.

b) **Legal costs** to pursue a **legal claim**:

- arising from **your** unlawful eviction from a **property** occupied by **you** under an Assured Shorthold Tenancy (applies to **your** permanent place of residence only);
- against a landlord following a **material breach** of a tenancy agreement.

## We do not cover the following

Where the amount in dispute is less than £100.

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

**Legal costs** where **prospects of success** do not exist.

Any claim relating to:

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

a) Any claim relating to:

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

b) Any claim relating to:

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

## We cover the following

### 3. Protection of **property**

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

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

### 4. Employment

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

## We do not cover the following

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

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

Any claim relating to:

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

Any claim relating to:

- disputes under a contract of employment which occur within 60 days of the start date of this Legal Expenses Cover;
- the Equal Pay Act 1970 (or amending laws);
- travelling expenses, allowances, statutory sick pay or compensation payments for being off work;
- any disciplinary procedures brought against **you** by **your** employer, or any internal grievances brought by **you**.

### We cover the following

#### 5. Employee defence

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

- **you** being prosecuted in a magistrates' court or Crown Court;
- civil action being brought against **you** as a **data controller** for compensation under **Data Protection Legislation**; or
- civil action being taken against **you** for unlawful discrimination.

#### 6. Jury service

**We** will pay a **daily rate** for each whole day **you** are off work while attending jury service and 50% of the **daily rate** for each half day of such attendance.

#### 7. Probate

**Legal costs** to pursue **legal proceedings** within the **territory** by **you** in respect of a probate dispute involving the Will of **your** deceased parents or grandparents, children, step-children or adopted children where **you** are a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

#### 8. Social media defamation

Following defamatory comments made about **you** through a social media website, **legal costs** to:

- write one letter to the provider of the social media website requesting that the comments are removed;
- write one letter to the author, where the author's identity of the defamatory comments is known, requesting that the comments are removed from the social media website.

### We do not cover the following

Any claim relating to:

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

Any costs recoverable from **your** employer or the court.

Claims in respect of any dispute or costs where a Will has not previously been made or concluded or cannot be traced.

Claims where **you** are not aged 18 years or over.

### We cover the following

#### 9. Personal **identity fraud**

Legal costs arising from **identity fraud**:

- to defend **your** legal rights and/or take steps to remove county court judgments against **you** that have been obtained by an organisation from which **you** are alleged to have purchased, hired or leased goods or services. Cover is only available if **you** deny having entered into the contract and allege that **you** have been the victim of **identity fraud**;
- to deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name and which are seeking monies or have sought monies from **you** as a result of **identity fraud**;
- in order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of **identity fraud**.

**You** must agree to be added to the CIFAS Protection Register if **we** recommend it.

### We do not cover the following

Any claims:

- where **you** have not been the victim of **identity fraud**;
- where **you** did not take action to prevent **yourself** from further instances of **identity fraud**;
- where the **identity fraud** has been carried out by somebody living with **you**;
- for **legal costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

## Legal Expenses Cover Exclusions

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

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

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

We do not cover the following:

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

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

- f. any additional **legal costs** incurred by any representative beyond those **we** would normally pay under Legal Expenses Cover Condition 2 – Representation.
2. Any claim relating to:
- a. any **legal costs** which **you** incur before **we** have accepted **your** claim;
  - b. any incident that occurs outside of the **territory**;
  - c. actions which involve individuals other than **you** who may benefit from any work undertaken by an **appointed representative**, or where the action is covered by a Group Litigation Order;
  - d. where the amount in dispute is less than £100;
  - e. any amount which **you** cannot recover from another insurance policy because an insurer refuses or reduces a claim **you** have made;
  - f. any disagreement over a contract of insurance which relates only to the amount of **your** claim;
  - g. a deliberate or criminal act or omission or criminal prosecution of **you** or any proceedings in a court of criminal jurisdiction;
  - h. judicial reviews;
  - i. **your** affairs if they are in the hands of an insolvency practitioner by court order or by agreement with **your** creditors;
  - j. any business, profession or trade or any venture for gain including letting the **property**;
  - k. damages, fines or penalties **you** have to pay;
  - l. a **vehicle you** are buying, financing, selling, hiring or is owned by **you** or for which **you** are responsible or **you** are driving, operating, controlling, using or repairing. **You** are covered as a passenger in a **vehicle** that is not owned or driven by **you**;
  - m. the annulment of **your** marriage or civil partnership, divorce, judicial separation, living together, maintenance, custody

access, financial arrangements, ancillary relief (dividing money and property following divorce), residence orders, contact orders, specific issue orders, prohibitive steps orders, adoption or other family law matter;

- n. wills or probate;
- o. libel, defamation or slander;
- p. patents, copyright, design rights, trade marks, service marks, character or merchandise marks or any other form of intellectual property;
- q. secrecy, confidentiality agreements or computer software or data protection;
- r. any event resulting in suspension of membership or expulsion from a club or society;
- s. professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on **your** behalf in relation to a claim under this policy;
- t. professional negligence of any solicitor, lawyer or appropriately qualified person, firm or company acting on **your** behalf where the original matter, for which they were instructed is not covered under this policy;
- u. where **your** opponent is also insured under this policy;
- v. any disputes with **us** or any other company owned by Saga plc; or
- w. any referral to the European Court.

## Legal Expenses Cover Conditions

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

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

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

## 1. Claims

**You** must:

- a. contact **us** as soon as possible after anything happens which may lead to a **legal claim**;
- b. have submitted a completed legal expenses claim form within 180 days of the **date of incident** which **you** may claim for under this policy. If **you** submit **your** legal expenses claim form outside of this period and there are **prospects of success**, **we** will progress **your legal claim**, but **we** will not pay for any **legal costs** incurred as a result of **your** delay. A **legal claim** will only be considered once a fully completed legal expenses claim form has been received by **us**. For information, please refer to 'How to make a claim';
- c. make every effort to provide all documents and/or any information requested by **us** or **your appointed representative** in a timely manner so as not to prejudice **your** case or incur unnecessary costs;
- d. do everything **you** can to keep **legal costs** as low as possible or avoid **legal proceedings**;
- e. consider with **us** and/or **your appointed representative** all approaches to settle the dispute without **legal proceedings**;
- f. co-operate with **us** and **your appointed representative** and give proper instructions to **us** or to the **appointed representative**, including full and correct information;
- g. tell **your appointed representative**, as quickly as possible about any notification of commenced **legal proceedings** (claims forms, summons), likely prosecution or other communication **you** receive to do with the claim;
- h. send **your appointed representative** all the information or documents they require to support **your** claim at **your** own expense;
- i. tell **us** and/or **your appointed representative** about any offer to settle the claim or any payment made into court;
- j. provide all necessary assistance to **your appointed representative** to handle the claim and keep **us** up to date

with the progress of **your** claim;

- k. go to any meetings if **you** are asked to do so which are relevant to the **legal claim**;
- l. send **us** all bills for **legal costs** from **your appointed representative** as quickly as possible after **you** receive them;
- m. if **we** ask, **you** must request and then send the **appointed representative's** bill to either an appointed law costs draughtsperson or to court or the appropriate local Law Society to be taxed or certified at **our** cost; and
- n. pay **us** any **legal costs** **you** may recover.

**You** must not:

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

What **we** will do:

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

## 2. Representation

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

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

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

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

- i. the representative **you** choose will become the **appointed representative**.
- ii. **you** must notify **us** as soon as possible of the name, address and contact details of the **appointed representative**.
- iii. **you** will be required to ensure that the **appointed representative** complies as appropriate with the terms of this policy on **your** behalf by:
  - a) keeping **us** updated regularly with the progress of **your legal claim**;
  - b) keeping **us** informed regularly of **legal costs** incurred;
  - c) informing **us** of any settlement offers made to or by **you**; and
  - d) keeping **us** regularly updated and informed of other things regarding the conduct of **your legal claim** which may lead to an outcome or a cost that is not anticipated at the commencement of **your legal claim**.

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

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

for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed.

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

### 3. Using the appointed representative

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

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

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

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

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



#### 4. Our rights

**We** are entitled to:

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

#### 5. Withdrawal of assistance by us

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

- a. if **we** or **your appointed representative** decide that there are no longer **prospects of success** or enforcement of any judgment or potential judgment are insufficient to justify **our** continuing support;
- b. if **we** or **your appointed representative** feel that **your** interests are better served by other means;
- c. following **your** refusal to accept any settlement of **your** claim recommended by **us** or **your appointed representative**;
- d. if **you** act in a way which may prejudice the settlement of **your** claim; or
- e. if **you** fail to co-operate with **us** or the **appointed representative** or fail to follow their advice.

In that case, **we** will write and explain **our** reasons for withdrawing support and in the event of **you** acting in a manner prejudicial to **your** claim or failing to co-operate as stated above, **we** reserve the right not to meet any further **legal costs** or expenses incurred and to seek reimbursement from **you** of all

costs paid under the policy. If **you** or **we** disagree, we can both refer the matter to arbitration according to Legal Expenses Cover Condition 9 – Arbitration.

#### 6. Recovery of payments made

The payment of claims is dependent on:

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

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

**We** will not pay any costs and/or expenses:

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

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

#### 8. Other insurance

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

## 9. Arbitration

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

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

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

## 10. Law applicable

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

## Legal Expenses Cover General Conditions

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

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

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

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

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

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

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

## 2. Fraudulent Claims

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

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **our** questions or withheld any relevant information in order to influence **us** to accept a claim;
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by **us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void,

**we** will investigate the claim and this could result in legal action by **us**.

**We** may:

- treat **your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **you** have paid for these policies;
- serve **you** with a seven-day notice of cancellation on all other policies that **you** hold with **us**; and
- pass details to the Police and fraud prevention agencies; or

– refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs that **we** have incurred.

### 3. Cancellation

Procedures are explained below dependent on who invokes cancellation.

#### a. The **policyholder**

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

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

**You** will, for a period of 14 days from the date **you** receive the policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund. This refund will be subject to a charge for the period of cover **you** have received except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be entitled to a full refund of the premium **you** have paid. Beyond the above period, **you** may cancel this insurance at any time and **you** will receive a pro rata refund on **your** premium based on the cover **you** have had.

#### b. The **insurer(s)**

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

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

## How to make a claim

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

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

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

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

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

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

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

Claim details can also be emailed to [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

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

## Online Safety Support Service (only available with Legal Expenses Cover)

The Online Safety Support Service is arranged by Saga Services Limited and is managed and administered by Arc Legal Assistance Limited (Arc). This service does not form any requirement or exclusion as part of the policy.

**You** can use this service for advice and/or assistance with any online security problem shown on [page 45](#) that arises during the period of **your** Legal Expenses Cover. To discuss a problem or enquire about advice and assistance, call **0800 014 6460**. For our joint protection, telephone calls may be recorded and/or monitored.

### Glossary of terms

The following words have the meanings shown next to them wherever they appear in this Online Safety Support Service section.

<b>Approved representative</b>	Our specialist cyber security adviser or their agents appointed to provide assistance to <b>you</b> .	<b>Electronic devices</b>	Any personal computing or personal electronic device(s) that connects to the internet or to other electronic device(s) and any associated <b>data</b> , software and programs.
<b>Computer</b>	A personal computer that <b>you</b> own, use or control, which is permanently kept within <b>your</b> main residence.	<b>Ransomware</b>	A system attack that allows a hacker to infiltrate <b>your electronic device(s)</b> , encrypt <b>your data</b> , and demand payment of a ransom in exchange for decryption of <b>your</b> files.
<b>Computer virus</b>	A program or piece of code that is often capable of copying itself and that causes damage to systems or <b>data</b> .	<b>You, Your</b>	The policyholder and their spouse/ domestic partner and any other relative (including adopted and foster children), who permanently live in your home. This includes any relative who is temporarily living away from <b>your</b> home.
<b>Cyberattack</b>	Malicious deletion, corruption, unauthorised access to, or theft of <b>data</b> ; or damage or disruption caused by a <b>computer virus</b> , hacking or denial of service attack, affecting <b>your</b> home systems.		
<b>Data</b>	Facts, concepts, information, ideas, text, recordings and images, which are converted to a form that can be processed by home systems, but not including software and programs.		

## The Online Safety Support Service provides advice and assistance for:

### Crisis response and incident management

Advice and assistance:

- a) for an initial assessment of a **cyberattack** you have suffered, including the immediate action **you** need to take;
- b) where **you** have suffered a financial loss as a result of a **cyberattack**;
- c) in notifying the authorities of a **cyberattack** against **you** when appropriate to do so;
- d) for responding to **ransomware**, including the threat of a **cyberattack** against **you**, or the unauthorised use of **your** personal **data** stored on **your electronic devices**;
- e) if as a result of a **cyberattack** against **you**, **you** are accused of:
  - misusing of third party **data**;
  - transmitting a **computer virus** to a third party;
  - causing loss of reputation to a third party or breaching a third party's intellectual property rights.

Please note there is no assistance where:

- the **cyberattack** was caused by an illegal activity **you** undertook;
- the **cyberattack** occurred whilst **you** and/or **your electronic device(s)** were outside of the United Kingdom, Isle of Man or Channel Islands;
- an estimate of the cost to provide assistance to **you** is more than the amount to restore **your electronic device(s)**.

### Restoration

Advice and assistance for restoring **your electronic device(s)** to the state they were in prior to a **cyberattack**.

## Online Safety Support Service Conditions

- a. **You** must make any enquiries for assistance as soon as reasonably possible and within 12 hours of **you** becoming aware of the incident.

- b. **You** must supply at **your** own expense all the information that Arc reasonably requires to decide whether assistance can be provided.
- c. **You** must supply all information requested by Arc or the **approved representative**.
- d. **You** must not admit any liability for any claims against **you** resulting from a data breach without consent from the **approved representative**.
- e. **You** must ensure that password protection is enabled on all the **electronic devices** that **you** own, use or control, and can demonstrate that appropriate security controls are adhered to.
- f. **You** must ensure that basic security software is in place on all computer hardware **you** own, use or control, including antivirus and firewall software.

## Additional help and advice from Saga

Because you may need practical help with all sorts of issues, we have arranged some useful helplines and online support services for you to use. This advice section is to help you and does not form any requirement or exclusion as part of the policy.

### Saga 24-hour Legal and Tax Advice Helpline

You can receive confidential advice over the telephone on any personal legal problem or personal tax matter. Specialists are available to give information and advice on matters such as neighbour disputes, consumer law and the tax implications of a variety of subjects including investments, property, trusts, inheritance and pensions. They offer advice relating to laws of the territory. There is no limit on the number of calls you can make and you can rest assured that your conversation will be treated in the strictest confidence. Call **0800 141 3321** from the UK or **+44 1303 206 010** from abroad. The Saga helpline does not provide cover for any costs you have to pay because you followed the advice given.

**Fraud and Scam Helpline Service** – If you have any concerns about protecting yourself from online or offline scams or fraud,

or you need support having been a victim of these events, please contact our specialists on **0800 092 0809**. You can speak to our Citizens Advice-trained information specialists for information and signposting to other services, or to our BACP-accredited counsellors for emotional support.

**Lifestyle Counselling Helpline** – This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help you deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting your general wellbeing. Counsellors and information specialists are also trained to help you with practical problems like debt. You can call them on **0344 770 1036**.

**Wellbeing Resources** – The Lifestyle Counselling Helpline is complemented by a comprehensive online information and support service, through which you can access information and advice on a range of issues and problems that often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists. To access the Wellbeing Resources, log in at **[www.arclegal.co.uk/carefirst](http://www.arclegal.co.uk/carefirst)** using the following login details: Username **10070**, Password **Sagasupport**.

# How to make a claim

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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 How to Make a Claim – General Conditions on [page 48](#), the General Exceptions on [page 51](#) and the General Conditions on [pages 52 to 54](#) for details of the claims conditions. For Legal Expenses Cover claims please also read the conditions on [pages 38 to 43](#) and for the Online Safety Support Service, please see the conditions on [page 45](#).
3. If the event is covered, or if **you** are in any doubt, call the relevant number shown in **your Schedule**.

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

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

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

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

## Claims history

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

# How to make a claim – General Conditions

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## 1. Claims – your duty

For information on the claims procedure and how **we** settle **your** claim, please read [page 47](#).

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

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

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

**You** must not:

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

## 2. Claims – our rights

**We** can do the following:

- **We** can take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under the policy.
- **We** can negotiate, defend or settle in **your** name any claim made against **you**.
- **We** are entitled to the remains of any insured property for which **we** have paid a claim.
- In some instances **your** claim may be handled on **our** behalf by **Saga**

## 3. Recovery of lost or stolen property

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

## 4. Other insurance

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

## 5. Taking care

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



# How much we will pay

## Buildings cover

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

- pay the cost of repairing or rebuilding;
- repair or rebuild; or
- make a cash payment for

the loss or damage.

If repair or rebuilding work is not carried out, **we** will pay an amount to cover the reduction in market value of **your buildings** resulting from the 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**.

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

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

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

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

The most **we** will pay for any one event is shown on [page 4](#) (unless a different amount is shown on **your Schedule**).

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

If **you** specify **your sum insured** and the rebuilding value of **your**

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

## Contents cover

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

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

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, **we** will pay the full replacement cost with no discount applied.

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

**You** will receive new for old cover on all **your contents** (where repair or replacement is not possible) including clothing and linen, however **we** may take off an amount for wear and tear if the cost

of replacing all **your contents** as new is more than the **sum insured** shown on **your Schedule** at the time of loss or damage.

The most **we** will pay for any one event is shown on [pages 4 and 5](#) (unless a different amount is shown on **your Schedule**).

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

## Optional cover

### Personal Belongings Cover – Specified items

The amount shown in **your Schedule**.

### Specified Bicycles Outside the Home Cover

The amount shown in **your Schedule**.

### Extended Garden Cover

The most **we** will pay is £5,000.

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

### Legal Expenses Cover

£100,000.

# General Exceptions that apply to the whole policy

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## This policy does not insure the following:

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

or

- oil leaking from a domestic oil installation at **your home**.

## 11. Loss or damage arising from:

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

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

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

# General Conditions that apply to the whole policy

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

## 1. Transfer of interest

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

## 2. Cancellation

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

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

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

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

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

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

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

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

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

### 3. Misrepresentation and fraud

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

- misrepresented answers to any of the questions when applying for, amending or renewing cover with **us** or **Saga**;
- deliberately misled **us** or **Saga** to obtain cover, gain a cheaper premium or more favourable terms;
- provided any false or invalid documents to **us** or **Saga**; or
- made a fraudulent, false or exaggerated claim or any part of a claim;

**we** may look to take the following action:

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

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

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

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

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

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

### 4. Protecting your property

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

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

### 5. Changes to your policy details or cover

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

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

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

### 6. Rights of third parties

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

## 7. Financial Services Compensation Scheme

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

# Protecting your property

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

## Fire

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

## Flood

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

## Burst pipes

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

## Theft

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

## Valuations

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

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

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

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

If you have a hearing or speech impairment, you can also contact us by emailing [dda@saga.co.uk](mailto:dda@saga.co.uk)

### Customer service

For questions about your policy

**0800 056 9051**

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

### Claims

For new claims or help with an existing claim

**The number shown in your Schedule**

24 hours a day, 7 days a week.

### Legal Expenses Cover

For new Legal Expenses claims, advice or help with an existing claim

**0800 141 3321** from the UK

**+44 1303 206 010** from abroad

For the Online Safety Support Service

**0800 014 6460**

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 letter 'G' has a similar triangular shape at its base.

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