



Your Policy Book
TailorMade Home
Insurance

SAGA
keep doing

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Welcome to Saga TailorMade Home Insurance

Thank you for taking out a TailorMade policy with Saga.

This book, your Schedule and the Summary of limits make up your policy and together they contain all the details of your cover. Please make sure you read them together to check you have all the cover you need.

Overleaf you'll find an overview of your insurance, so you can quickly see how much cover you have, depending on whether you've chosen a buildings or contents policy, or both. Your Schedule will tell you which sections apply to you. All the other information we need to tell you follows, including what to do if you feel we haven't provided the service you deserve.

Next we get into the policy wording, which tells you exactly what is and isn't covered, how we will pay your claim and other important information. You will see that some words within this section are in bold type – this is because they have specific meanings in your policy and these are explained on [pages 11-14](#) (and [pages 44-45](#) for Legal Expenses cover).

Although in each section of the policy wording we list specific things that are not covered alongside those that are, there are certain situations for which you would never be covered and these are shown in the general exceptions on [page 55](#). There are also conditions of the insurance that you need to meet as part of your contract with us and these are shown on [pages 56-60](#). Please read these, as failure to comply with them could affect your cover.

Finally, if you have Legal Expenses Cover, we include some useful 24-hour telephone helplines offering specialist and confidential advice on a range of personal, legal and financial matters, which you can use as often as you need at any time of day or night. And, to make it quick and easy if you need our help, our claims and customer service numbers are on the back cover.

Summary of limits

What's covered	Maximum amount payable
Buildings	See sum insured on policy Schedule
Additional and acquired land liability	£10 million
Alternative accommodation costs	Up to 3 years
Domestic energy and water expenses	£5,000 for an insured loss, up to a maximum of £10,000 in total for any one claim
Emergency access	Up to buildings sum insured
Environmental buildings materials	<ul style="list-style-type: none"> £1,000 for an insured loss exceeding £10,000 £2,500 for an insured loss exceeding £25,000 £5,000 for an insured loss exceeding £50,000 £50,000 following a total loss of your home
Environmental expenses	<ul style="list-style-type: none"> £5,000 for environmental consulting services £500 for the purchase of carbon offsets

What's covered	Maximum amount payable
Environmental upgrade	<ul style="list-style-type: none"> £1,000 for an insured loss exceeding £10,000 £2,500 for an insured loss exceeding £25,000 £5,000 for an insured loss exceeding £50,000
Fixtures and fittings temporarily removed from the home	10% of buildings sum insured
Forced evacuation	Up to 30 days
Legal fees for removal of squatters	£10,000
Locks and keys	Up to buildings sum insured
Loss of rent	Up to 3 years
New fixtures and fittings	Up to 10% of buildings sum insured
Property owner's legal liability	£10 million
Trace and access	Up to buildings sum insured
Trees, shrubs, plants and lawns	5% of buildings sum insured and a limit of £1,000 for any one tree, shrub or plant
Upgrading security systems	£10,000

What's covered	Maximum amount payable
Contents and valuables	See sum insured on policy Schedule
Alternative accommodation costs	Up to 3 years
Bogus callers	£250
Business equipment	£15,000
Carers' personal belongings	£250 per carer
Computer information	£5,000
Contents in a furniture depository	Up to contents sum insured
Contents in the garden and greenhouses	Up to contents sum insured
Counselling fees	£500
Death of an artist	200% increase of the sum insured of that item
Debris removal	£10,000
Defective title	20% of contents sum insured up to a maximum of £25,000 (purchase and loss needs to occur in the period of insurance)
Emergency access	Up to contents sum insured
Employer's legal liability	£10 million
Fatal accident or acquired disability	£25,000 if injuries result in death (£5,000 per family member) Also up to £15,000 for alterations to your home if injury results in permanent disability

What's covered	Maximum amount payable
Food in a freezer	Up to contents sum insured
Forced evacuation	Up to 30 days
Hand or wind propelled watercraft (up to 12 feet in length)	£5,000 per craft
Hired marquees	£20,000
Hire of replacement golf clubs overseas	£250 (£25 per day)
Hole in one	£500
Jury service	Up to £2,500 during the period of insurance, not exceeding £150 per day
Locks and keys	Up to contents sum insured
Loss of rent	Up to 3 years
Medical equipment	Up to contents sum insured
Metered oil, water or gas	£10,000
Money and credit cards	<ul style="list-style-type: none"> • £5,000 for money • £5,000 for credit cards
Newly acquired contents and valuables	20% increase on contents and valuables sum insured
Occupiers' and personal legal liability	£10 million (£2 million for legal liability involving quad bikes only in the boundaries of the home)

What's covered	Maximum amount payable
Quad bikes	£5,000
Reinstatement of deeds and documents	£5,000
Relatives' contents	£7,500
Religious festivals, birthdays and wedding gifts	20% increase on contents and valuables sum insured
Reward	£10,000
Stalking	Up to £20,000 in any one period
Students' contents	£15,000
Tenants' improvements	Up to contents sum insured
Tenants' liability	£1,000,000
Theft from an unattended vehicle	£15,000
Theft from outbuildings	Up to contents sum insured
Trace and access	£15,000
Trailers (up to 12 feet in length)	£5,000 per trailer
Trees, shrubs, plants and lawns	5% of contents sum insured and a limit of £1,000 for any one tree, shrub or plant
Unrecovered damages	£1 million

What's covered	Maximum amount payable
Unspecified valuables single article limit	£5,000 (£15,000 for works of art)
Visitors' personal effects	£10,000
Wine and spirits	Up to £25,000 per collection or up to £500 per bottle
Additional cover options	
Saga Home Emergency (see separate Policy Book)	£2,000
Legal Expenses Cover (page 44)	£100,000

If things don't go to plan and you want to complain

Our customer service commitment to you

We aim 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 your complaint is about a claim:

If your complaint relates to a claim, except for Legal Expenses claims, then please call the claims helpline number **0800 096 1776**.

If your complaint relates to a claim under the Legal Expenses section, please see the complaints procedure on your policy Schedule.

We aim to resolve your complaint by the end of the next working day, as experience shows us that most concerns can be sorted out within this time.

In the unlikely event that your complaint is not resolved within this time, it will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post:

RSA, Customer Relations Team, P.O Box 2075, Livingston,
EH54 0EP
E-mail: crt.halifax@uk.rsagroup.com

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

Please contact:

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

Telephone: **01303 771160**

E-mail: services.customer-relations@saga.co.uk

If you are not satisfied with the response you receive to your complaint, you can ask the Financial Ombudsman Service to review your case.

Financial Ombudsman Service

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

The Financial Ombudsman Service, Exchange Tower, Harbour
Exchange Square, London E14 9SR

Telephone: **0300 123 9123** or **0800 0234 567**

Important note: The Financial Ombudsman Service will only consider your complaint if you have already given us the opportunity to sort it out. However, if we have not given you a final response within eight weeks you can go straight to the Financial Ombudsman Service with your complaint.

Some other information you need to know

What happens when it's time to renew your policy

We will send you a renewal invitation around 21 days before your renewal date. This will include details of your cover level, policy terms and your premium for the next year, which may be affected by any claims you have made over the year.

If you originally paid for your policy by Direct Debit, or by continuous authority credit 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 096 3245** to let us know. You will also need to cancel your Direct Debit with the bank if you paid by this method.

How we use your personal information

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

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

We and/or Saga will try to ensure that any personal data you provide will be held securely and in accordance with Data Protection Legislation*.

From time to time we and/or Saga may use service providers and

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

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

Insurers pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. We may search this register as this helps us to check information provided and to prevent fraudulent claims. When you tell us about an incident, we will pass information relating to it to the registers.

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

By applying for this policy you consent to us and/or Saga processing personal data, including sensitive personal data, about you and any other persons who are the subject of that application and/or who may be insured under the policy. You understand that all personal data you provide must be accurate and that if you supply another person's personal data you are, by doing so, confirming that you have the specific consent of that other person to disclose that data.

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

Saga uses the data they collect from you, including sensitive personal data, to contact you and personalise their communication. Saga and/or the insurer 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 096 3245. For further information about how the Saga Group uses your personal information, please visit www.saga.co.uk/privacy-policy.aspx or contact the Saga group Data Protection Officer by email: data.protection@saga.co.uk or post: The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

What we do to combat fraud

Fair processing notices

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

Saga 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.

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

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

What happens if we decide to change the underwriter of your policy

Your Saga TailorMade Home Insurance policy is currently provided and underwritten by Royal & Sun Alliance Insurance plc as part of an agreement between Saga and them. If you have selected any additional cover options, these may be provided by different insurers (please see Schedule for details). At some time in the future Saga 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 new cover to replace your current policy. If this is the case, Saga will write to you to confirm the details of the new provider and give you details of any changes to the Terms and Conditions of your policy. You hereby authorise Saga to transfer any personal data to a new provider, including data defined as 'sensitive personal data' under Data Protection Legislation, and consent to the new provider being able to offer cover to you. If at any time you wish to withdraw your agreement to this, please let us know by calling **0800 096 3245**.

*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.

Your policy in detail

Saga TailorMade Home Insurance is an insurance product provided by Royal & Sun Alliance Insurance plc (except Legal Expenses Cover and Saga Home Emergency which are provided by the insurers shown in your Schedule).

Royal & Sun Alliance Insurance plc 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 your policy wording and policy Schedule carefully to make sure they meet your needs.

Royal & Sun Alliance Insurance plc has agreed to insure you under the terms, conditions and exclusions in or endorsed on this Policy Book and for which you have paid or agreed to pay the required premium.

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or Isle of Man in which you live, except for Legal Expenses cover where the law applicable is English law unless otherwise agreed. Full details will be provided in your policy documentation. The language used in this policy, and any communications relating to it, is English.

Specific policy words and what they mean

This part of the policy sets out the words that have a special meaning. Each word is listed with the meaning explained beside it and is printed in bold type whenever it appears in the policy.

There are other words with special meanings listed under the Legal Expenses section on [page 44](#). You should also look at these. **Your Schedule** will show **you** if **you** have this section insured under **your** policy.

Accidental damage	Unexpected and unintended damage caused by sudden and external means.
Administration fee	The amount shown in your documents that Saga may charge for administering your insurance policy if you make a change to your cover, request new documents or cancel your insurance policy before your renewal date.
Aggravated burglary/ criminal assault	An unlawful act of violence or threat of violence to your family or your guest, by a person who has gained unlawful entry into your home .
Bogus official	Anyone falsely claiming to be a representative from an organisation, company or governing body, in order to gain unforced access into your home .
Buildings	The home , its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, drives, swimming pools, tennis courts, walls, fences, gates, hedges, and drains, pipes, cables and underground tanks which your family is legally responsible for, including fixtures and fittings, all on the same site and all used for domestic purposes or for clerical business work only.

Buildings (cont)	Buildings does not include: <ul style="list-style-type: none">aerials, satellite receiving equipment, their fittings and masts.
Business equipment	Computer, telecommunication and office equipment, office furniture and stationery, used in the home for clerical business purposes and owned by your family or your family's responsibility under contract. Business equipment does not include business stock or business money or business credit cards and no cover is provided for: <ul style="list-style-type: none">the cost of replacing paper records, except for their value as stationery;and/orany loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.
Contents	Household goods including: <ul style="list-style-type: none">antiques, personal property, business equipment, moneyfixtures and fittings which your family is responsible for as tenants, including aerials, satellite receiving equipment, their fittings and mastschildren's motorbikes with an engine capacity of 50cc or less

- Contents (cont)**
- domestic garden machinery
 - motorised or electric wheelchairs
 - motorised quad bikes used within the boundaries of the land belonging to the **home** and not registered for road use, up to a limit of £5,000

all owned by **your family** or domestic employees who live with **you**.

Visitors' personal effects up to a limit of £10,000.

Contents does not include:

- **Contents** permanently kept at another home not listed on the **Schedule** other than **contents** in a newly acquired main home in the United Kingdom provided **you** notify **us** of the new address within 60 days of **you** beginning to move the **contents**.
- Anything used for any trade, professional or business purposes other than **business equipment**.
- **Contents** being moved by sea.
- Animals.
- Motor vehicles and children's motor vehicles whether licensed for road use or not (except as allowed above), aircraft, trains and boats (other than models), gliders, hang gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, hand or wind propelled watercraft (except as covered under the **Contents** section of this policy), caravans, horseboxes, trailers (except as covered under the **Contents** section of this policy) or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed.

Credit cards Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles, belonging to **your family**.

Digital downloads Non recoverable electronic data, legally downloaded by **your family** from a legitimate website.

Endorsements An extension or restriction to **your** policy. **Endorsements** only apply if they appear in **your Schedule**.

Environmental building A product that meets the industry recognised standard for that product category attributed to one or more of the following:

- use of less energy, water and/or natural resources, for example, insulation and framing, carpet and flooring, lighting systems
- the creation of less waste, for example, interior plumbing applications
- providing a healthier environment for the people living inside by way of heating and cooling equipment, paints, architectural coatings, primers, undercoatings, adhesives and sealants.

Escape of water 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.

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

Fees and other costs	Architects, engineers, surveyors and legal fees necessarily incurred to repair or rebuild the home , which we have agreed to. Fees and other costs do not include fees incurred in preparing or furthering any claim under this policy.	Period of insurance	The period shown on your Schedule or any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your premium.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.	Policyholder	The person(s) named in your Schedule .
Home	The house or flat at the address shown on your Schedule , its garages, greenhouses and outbuildings, at the same address, all used for domestic and clerical business purposes.	Saga	Saga Services Limited.
Landslip	Downward movement of sloping ground.	Schedule	The document showing details of the policyholder and the insurance protection provided. Your Schedule is part of this policy and must be read in conjunction with the policy.
Money	Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, travellers cheques, premium bonds, parking, luncheon and retail vouchers and season or travel tickets owned by your family or your family's responsibility under contract. Money does not include: <ul style="list-style-type: none"> • Promotional vouchers, Air Miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards and raffle tickets and stamps that are part of a stamp collection. • Money used or held for any trade, professional or business purpose. 	Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
New home	The buildings that you have exchanged contracts to buy and will occupy as your permanent home .	Sum insured	The amount shown in your Schedule as the most we will pay for any number of claims from the same event.
		Territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
		Unoccupied	When your home has not been lived in by your family or by anyone who has your permission, for more than 60 days in a row. Lived in means slept in frequently.
		Valuables	Jewellery, watches, clocks, furs, articles made of gold, silver and other precious metals, precious stones, pictures, works of art and collections of stamps, coins and medals which you own or are in your possession.
		We/us/our	Royal & Sun Alliance Insurance plc.

- Works of art** Individual items which are of artistic merit, historical value, novel, rare and/or unique including:
- Paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
 - Sculptures (inside or outside the **home**), ornaments, porcelain and glass
 - Barometers, mechanical art and objets d'art.
- You/your** The person named as **policyholder** on **your Schedule**.
- Your family** **You** or any of the following people providing they normally live with **you**:
- **Your** husband, wife, partner or civil partner
 - Children (including foster children)
 - **Your** relatives
 - **Your** domestic employees.

Buildings cover

This part of the policy sets out the cover **we** provide for the **buildings** of **your home** if this section is shown on **your Schedule**.

What is covered

Damage to **your buildings** unless more specifically mentioned in 'Extra Covers'.

What is not covered

The following exclusions apply to all of **your** cover under this section.

- The **excess** shown on **your Schedule**, unless stated otherwise.
- The **subsidence, heave** or **landslip excess** shown on **your Schedule**.
- The **escape of water excess** shown on **your Schedule**.
- Damage caused by:
 - malicious people or vandals;
 - **escape of water**;
 - oil escaping from a fixed heating system;
 - theft or attempted theft while **your home** has been left **unoccupied**.
- Damage by storm or flood to fences, hedges and gates (other than electronic gates).
- Damage by **subsidence, heave** or **landslip**:
 - to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, statues and fountains cemented into the ground, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
 - to solid floors, or damage caused because solid floors have moved, unless the foundations of **your home** are damaged by the same cause and at the same time
 - caused by new structures bedding down or settlement of newly made up ground
 - caused by the coast or a river bank being worn away
 - caused by or from **your home** being altered, repaired or demolished

What is covered

What is not covered

- loss or damage caused by chemicals reacting with any materials which the **home** is built from
- caused by or from poor or faulty design, workmanship, or materials.
- Loss or damage caused by:
 - malicious persons or vandals
 - theft or attempted theftif the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.
- Damage to the appliance or system from which the water or oil escapes unless freezing causes the damage.
- Damage by gradual deterioration, which has caused an installation to reach the end of its serviceable life.
- **Fees and other costs** incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of **your buildings**.
- Damage resulting from **your home** being renovated, extended, altered, repaired, demolished or undergoing building works and/or heat processes (including restoration, repair, redecoration, maintenance or similar work) where:
 - the estimated value of the works is £25,000 or more and/or
 - **you** have entered into a contract, which in any way removes or limits **your** legal rights against the contractor.

What is covered

Extra covers

In addition to covering damage to **your buildings**, **we** also provide the following covers.

Additional living expenses

a. Alternative accommodation

If **your home** is made uninhabitable as a result of damage by an insured event covered under this section, **we** will pay the additional cost of similar accommodation for **your family** and any domestic pets living with **you**, for up to three years from the date the **home** becomes uninhabitable.

If **your Schedule** shows a **Contents** section applies, **we** will pay alternative accommodation costs under either the **Buildings** or **Contents** section. **We** will not give the benefit of cover under both sections.

b. Loss of rent

If a part of **your home** which **you** let to others is made uninhabitable by an insured cause under this section, **we** will pay the rent **you** would have received including ground rent, for up to three years from the date the property becomes uninhabitable, until it can be lived in again.

We will not deduct an **excess** from this Extra cover.

c. Forced evacuation

If a local authority prohibits **your family** and any domestic pets from living in **your home**, **we** will pay the costs of similar accommodation along with any rent **you** would have received. **We** pay forced evacuation expenses for up to 30 days from the date of the damage, even if the **period of insurance** ends during that time.

What is not covered

- Damage which is specifically excluded by any cover listed elsewhere in the **Buildings** section.
- Any costs **your family** should pay once **your home** can be lived in again.

What is covered

Emergency access

We will pay for damage to the **buildings** and trees, shrubs, plants and lawns caused by the emergency services while getting into the **home** to deal with an emergency, including damage following forcible entry to **your home** to attend a medical emergency.

The most **we** will pay for any one claim is shown in the Summary of limits.

Domestic energy and water expenses

We will pay up to:

- £5,000 for the necessary costs to purchase all of **your** domestic electrical power from an energy company
- £5,000 for lost income generated from selling surplus energy back to the energy company
- £5,000 for the necessary costs to purchase replacement water

following insured damage to **your** solar, wind or geothermal electrical power-generating system or alternative water source.

Environmental upgrade

We will pay up to:

- £1,000 following damage covered under this **Buildings** section which exceeds £10,000
- £2,500 following damage covered under this **Buildings** section which exceeds £25,000
- £5,000 following damage covered under this **Buildings** section which exceeds £50,000

in addition to **your buildings sum insured**, towards the cost of installing a solar, wind or geothermal electrical power-generating system as part of the repairs to the household heating and/or

What is not covered

We will not pay more than £10,000 in total for any one claim.

For any claim where **you** do not begin to replace or repair the damaged system within 30 days from the date of the damage.

- Where there is already a similar system installed at the **home**.
- Where the heating and/or water system has not been damaged.

What is covered

water system of **your home**.

Environmental building materials

We will pay up to:

- £1,000 following damage covered under this **Buildings** section which exceeds £10,000
- £2,500 following damage covered under this **Buildings** section which exceeds £25,000
- £5,000 following damage covered under this **Buildings** section which exceeds £50,000
- £50,000 following a total loss to **your home**

in addition to **your buildings sum insured**, for the installation of **environmental building** materials to repair or reconstruct **your home**.

A total loss is when **your home** is deemed to be beyond economical repair or reconstruction.

Environmental expenses

We will pay up to:

- £5,000 for environmental consulting services approved by **us**.
- £500 for the purchase of carbon offsets to neutralise increased emissions (proof of certification will be required) following a total loss of **your home**.

A total loss is when **your home** is deemed to be beyond economical repair or reconstruction.

What is not covered

What is covered

Legal fees for removal of squatters

Legal fees which **you** have to pay to repossess **your home** if squatters are living in it.

The most **we** will pay for any one claim is shown in the Summary of limits.

Locks and keys

If **your family** lose the keys to the inside or outside doors of **your home** or to safes or alarms in **your home** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will pay the cost of:

- buying new keys; or
- changing part of the locks; or
- replacing the locks.

We will not deduct an **excess** from this Extra Cover.

New fixtures and fittings

We will pay for loss or damage to new fixtures and fittings (including fitted furniture and appliances) whilst in the **home** for installation or in the course of installation, provided that **you** notify **us** within 60 days of **you** acquiring them and pay the additional premium from the date acquired.

We reserve the right not to insure them after the 60th day.

The most **we** will pay for any one claim is shown in the Summary of limits.

What is not covered

- Any fees **you** agree to pay without **our** written permission.
-

- Loss or damage to any item left in the open.
- Any loss or damage occurring where there is a contractual requirement for specific insurance to be effected; or where the contractor is required to be a joint **policyholder**; or if the installation requires any structural alterations to the **buildings**.

What is covered

Trace and access

We will pay the cost of removing and replacing any part of the **buildings** necessary to repair a household heating or water system, which has caused an **escape of water** or oil.

The most **we** will pay for any one claim under both the **Buildings** and **Contents** section is shown in the Summary of limits.

Trees, shrubs, plants and lawns

If trees, shrubs, plants and lawns on the land of **your home** are damaged by:

- fire, lightning, explosion, earthquake
- riot, civil commotion, strike, labour or political disturbance
- malicious people or vandals
- theft or attempted theft
- collision involving vehicles, trains, animals, aircraft or aerial devices or anything dropped from them
- falling trees, telegraph poles, lamp posts or pylons

we will pay to reinstate the garden and replace damaged plants.

The most **we** will pay for any one tree, shrub or plant is £1,000.

The most **we** will pay for any one claim is shown in the Summary of limits.

Upgrading security systems

Following an **aggravated burglary/criminal assault** at **your home**, **we** will pay towards the cost of upgrading the existing intruder alarm and security systems at **your home** specified on **your Schedule**.

The most **we** will pay for any one claim is shown in the Summary of limits.

What is not covered

- Any ongoing maintenance costs.

What is covered

Fixtures and fittings temporarily removed

We will pay for loss of or damage to fixtures and fittings, that would normally form part of the **buildings**, whilst temporarily removed from **your home** to another building within the **territorial limits** up to 10% of the **sum insured** on **buildings**.

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**.

What is not covered

- 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 cost of **your buildings** and **your new home** exceed the **sum insured** limit shown on **your Schedule**;
 - during any renovation/alteration to **your new home**.

Legal liability (Buildings cover)

What is covered

- a. The legal liability of **your family** as owner of **your buildings** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:
- accidental death, disease, illness or accidental physical injury to anyone;
 - **accidental damage** to physical property.

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

- b. Legal liabilities which result from the ownership of any **home** previously occupied by **you** and insured by **us** and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as long as **you** do not have this cover under another policy.

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

- c. Additional and acquired land

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

- the land has not been acquired for property development or any business pursuits or activities
- there are no **buildings** on the land
- **you** inform **us** within 60 days of any acquisition and pay

What is not covered

- Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).
- Injury or damage arising out of the employment, trade, profession or business of any of **your family**.
- Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.
- Liability arising from the Party Wall Act 1996.
- Liability covered by any other policy.
- Any **home** previously owned and occupied by **you** in which **you** still hold legal title or have an interest.
- Any incident which happens more than seven years after the last day of the last **period of insurance** in respect of any **home** previously insured by **us** and owned and occupied by **you**.

What is covered

- any additional premium required
- **you** are not entitled to payment under any other insurance.

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

What is not covered

How we will pay your buildings claim

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess** shown in **your Schedule** before paying the claim.

Where the claim exceeds £10,000 no **excess** will be deducted. This does not apply to the **subsidence, heave or landslip excess, escape of water excess** or any additional voluntary **excess** noted in **your policy Schedule**, or if the **home** is left **unoccupied** at the time of the loss.

Payment basis

The most **we** will pay for any one claim for **buildings** including **fees and other costs**, is the **buildings sum insured** shown on **your Schedule**.

If there is partial damage to the **buildings** requiring it to be repaired, **we** will pay the cost of repair up to the **buildings sum insured** shown in the **Schedule**.

We will pay the cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed **fees and other costs**.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **our** nominated contractor; or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage;
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay; or

- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

No allowance will be made for VAT when a cash settlement is made.

If **your buildings** have not been kept in a good state of repair or if the **sum insured** at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including **fees and other costs**, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.

All building repairs carried out by our preferred suppliers and insured under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

We will not pay for:

Loss of value resulting from repairs to or replacement of damage to **your buildings**;

Pairs and sets

In the event that part of **your buildings** are damaged, if the 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.

However, if **you** surrender the undamaged article(s) of the pair or set to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair or set.

Inflation protection

The **sum insured** shown on **your Schedule** will be adjusted in line with a recognised index. No extra charge will be made for any increase until the renewal of the policy, when the renewal premium

will be based on the adjusted **sum insured** and limits.

Index linking of the **sum insured** will continue during repair or replacement following loss or damage provided the **sum insured** at the time of the loss or damage represents the full rebuilding cost and **you** ensure that the work is carried out without undue delay.

For **your** protection, **we** will not reduce **your sum insured** if the index moves down unless **you** ask **us** to.

Sale of the home

If **you** enter into a contract to sell **your** interest in any **home** insured by this policy and, between the exchange of contracts and completion of the sale the **home** is damaged by any insured cause, the purchaser shall be entitled to the benefit from this insurance for such loss or damage when the sale is completed, provided the **home** is not otherwise insured by or on the purchaser's behalf.

Contents and valuables

This part of the policy sets out the cover **we** provide for the **contents** and **valuables**, if this section is shown on **your Schedule**.

What is covered

Loss or damage to **your contents** and **valuables** anywhere in the world unless more specifically mentioned in 'Extra Covers'.

What is not covered

The following exclusions apply to all of **your** cover under this section.

- The **excess** shown on **your Schedule**, unless stated otherwise.
- The **escape of water excess** shown on **your Schedule**.
- Loss or damage caused by:
 - malicious persons or vandals
 - theft or attempted theftif the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.
- Loss or damage caused by:
 - malicious people or vandals
 - **escape of water**
 - oil escaping from a fixed heating system
 - theft or attempted theftwhile **your home** has been left **unoccupied**.
- Loss of or damage to any pedal cycle left unattended in a public place unless at the time of the loss the pedal cycle is securely locked to an object that cannot be moved.
- For stamps and coins **we** do not cover:
 - fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, extreme temperature or gradual deterioration;
 - damage caused by handling or being worked on;
 - disappearances of any individual stamp or coin unless it is mounted in a book and the page is also lost.
- Loss or damage to **contents** and **valuables** kept permanently in any property that **your family** does not live in.

What is covered

What is not covered

- Damage to the appliance or system from which the water or oil escapes.
- Loss by deception unless the only deception was someone tricking their way into **your home**.
- Damage by mechanical, electrical or electronic fault or breakdown.
- Damage to china, glass, pottery or other items of a similar nature that are fragile, unless they have been packed by professional packers.
- Damage by **subsidence, heave** or **landslip**:
 - to solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time;
 - caused by new structures bedding down or settlement of newly made up ground;
 - caused by the coast or a river bank being worn away;
 - caused by or from **your home** being altered, repaired or demolished;
 - loss or damage caused by or from poor or faulty design, workmanship, or materials.
- Damage by water entering **your home** other than by storm or flood.
- Loss or damage while **your home** is used to receive visitors or paying guests in connection with **your** business.
- Loss or damage to any quad bike whilst in use:
 - by any person under 17 years old;
 - for any other purpose than horse and pet care or gardening;
 - in circumstances where any road traffic legislation applies.
- Loss or damage to any quad bike when left unattended in the open.
- Loss or damage to students' **contents** away from the **home**,

What is covered

Extra covers

In addition to covering loss or damage to **your contents** and **valuables**, **we** also provide the following covers. These are in addition to the **sum insured** for **your contents** and **valuables**, unless otherwise stated in **your Schedule**.

Additional living expenses

a. Alternative accommodation

If **your home** is made uninhabitable as a result of damage by an insured cause under this section, **we** will pay the additional cost of similar accommodation for **your family** and any domestic pets living with **you**, for up to three years from the date the property becomes uninhabitable.

This includes up to £1,000 in the event of a violent crime being committed against **you** or any member of **your family** in **your home**.

If **your Schedule** shows a **Buildings** section applies, **we** will pay alternative accommodation costs under either the **Buildings** or **Contents** and **valuables** section, whichever has the greater **sum insured**. **We** will not give the benefit under both sections.

What is not covered

whilst studying at university, college or school, caused by:

- theft or attempted theft unless force and violence are used to get into or out of a building;
- theft or attempted theft of students' **contents** in any house or building which has been left **unoccupied** for more than 60 days in a row.

- Damage which is specifically excluded by any cover listed elsewhere in the **Contents** and **valuables** section.

- Any costs **your family** would have to pay once **your home** can be lived in again.

What is covered

b. Loss of rent

If a part of **your home** which **you** let to others is made uninhabitable by an insured cause under this section, **we** will pay the rent **you** would have received including ground rent, for up to three years from the date the property becomes uninhabitable, until it can be lived in again.

We will not deduct an **excess** from this Extra cover.

c. Forced evacuation

If a local authority prohibits **your family** and any domestic pets from living in **your home**, **we** will pay the costs of similar accommodation along with any rent **you** would have received. **We** pay forced evacuation expenses for up to 30 days from the date of the damage, even if the **period of insurance** ends during that time.

Computer information

We will pay the cost of replacing or restoring **your family's** personal computer information, including **digital downloads**, following loss or damage caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

Death of an artist

If since the last revaluation the value of any **valuables** has increased due to the death of an artist, **we** will automatically increase the value by up to 200% until the next renewal date or next valuation, whichever is earlier, provided that **you** have a professional valuation that is no more than three years old.

What is not covered

- The cost of remaking or recreating a disc, tapes or film.
- Any data not commercially available at the time of the loss.
- The cost of any hardware or software.
- Any loss resulting from an error in computer programming or instructions to the computer.

What is covered

Debris removal

We will pay for removal of debris following loss or damage to **contents** and **valuables** caused by anything covered by this section.

The most we will pay for any one claim is shown in the Summary of limits.

Stalking

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

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

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

Carers' personal belongings

Loss or damage to **your family's** carer's (who does not live with **your family** permanently) personal property whilst in **your home**. The most we will pay for any one claim is £250 for any one carer.

Bogus callers

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

What is not covered

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

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

- Theft of **money** by a **bogus official**, which has not been reported to the police within 48 hours of discovering the loss.

What is covered

Medical equipment

Loss or damage within Great Britain, Isle of Man, Channel Islands, Northern Ireland 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.

Defective title

We will pay the amount **you** paid to purchase an item which **you** are subsequently required by law to relinquish due to:

- a) unforeseen discovery of the vendor's defective or lack of title to the item; or
- b) any charge placed on the item, prior to the purchase by **you**, of which **you** were not aware.

We will only cover a loss if both the purchase and any relevant claim are made during the **period of insurance**.

The most **we** will pay for any one claim is shown in the Summary of limits.

We will only cover a loss resulting from a purchase made by **you** from an auctioneer or dealer who is a member of one of the following:

What is not covered

- 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.
- Any loss or damage to medical equipment in **your home** if **your home** was **unoccupied** at the time of loss or damage.

What is covered

1. British Antique Dealers' Association;
2. London and Provincial Antique Dealers Association;
3. Royal Institute of Chartered Surveyors Fine Art Faculty;
4. Society of London Art Dealers;
5. Association of Regional Valuers and Auctioneers;
6. Society of Fine Art Auctioneers.

Emergency access

We will pay for damage to the **contents** and **valuables** caused by the emergency services while getting into the **home** to deal with an emergency, including damage following forcible entry to **your home** to attend a medical emergency.

The most **we** will pay for any one claim is shown in the Summary of limits.

Fatal accident or acquired disability

If any member of **your family** dies within 12 months of an injury caused during the **period of insurance** by:

- criminal assault at **your home** or anywhere in the United Kingdom;
- fire, lightning, impact by aircraft or explosion in **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

We will also pay up to £15,000 for necessary alterations to **your home** if such injury results in permanent physical disability.

What is not covered

- Injury to **your** domestic employees.

What is covered

Food in a freezer

Loss or damage to food contained in a domestic deep freezer cabinet caused by an accidental rise or fall in the temperature.

We will not deduct an **excess** from this Extra Cover.

The most **we** will pay for any one claim is shown in the Summary of limits.

Hired marquees

We will pay for accidental loss or damage to a marquee that **you** hire temporarily and are legally responsible for while at **your home**. This includes accidental loss or damage to associated lighting, heating and furnishings provided they are not insured elsewhere.

The most **we** will pay for any one claim is shown in the Summary of limits.

Hole in one

In the event of a hole in one being achieved by **your family** in an official golf club competition or similar Area or National competition, a benefit is payable.

The most **we** will pay for any one claim is shown in the Summary of limits.

Hire of replacement golf clubs overseas

Following loss or damage to **your family's** golf clubs or any that **your family** may have hired or borrowed whilst **your family** are playing golf outside the **territorial limits**, **we** will pay up to £25 per day subject to a maximum of £250 for the necessary hire of

What is not covered

- Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to **your home**.

What is covered

replacement clubs. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.

Locks and keys

If **your family** lose the keys to the inside or outside doors of **your home** or to safes or alarms in **your home** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will pay the cost of:

- buying new keys; or
- changing part of the locks; or
- replacing the locks.

We will not deduct an **excess** from this Extra Cover.

Metered water, oil and gas

Loss of metered water, liquid petroleum gas or oil at **your home** caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

Money and credit cards

Loss of **money** and the unauthorised or fraudulent use of **your family's credit cards**. Where **your family** have reported **your family's** credit card, cheque card or cash dispenser card for unauthorised or fraudulent use, in most cases **your family** will only be liable for the first £50 per card.

Do not forget to inform the police and issuing authorities as soon as possible in the event of a loss.

The most **we** will pay for any one claim is shown in the Summary of limits.

What is not covered

- Loss while **your home** has been left **unoccupied**.
- Loss which results from the cardholder not following the card company's terms and conditions.
- Use of **credit cards** by any of **your family** without the permission of any authorised cardholder.
- In most cases, **you** will only be liable for the first £50 per card.

What is covered

Newly acquired contents and valuables

We cover **your** newly acquired items for 20% of **your** total **contents** and **valuables sum insured**. **You** must request cover for the newly acquired **contents** and **valuables** within 60 days of **you** acquiring them and pay the additional premium from the date required.

We reserve the right not to insure them after the 60th day.

The most **we** will pay for any one claim is shown in the Summary of limits.

Reinstatement of title deeds and documents

We will pay the cost of replacing deeds, bonds, securities or similar private documents if they are lost or damaged by anything covered by this section. The most **we** will pay for any one claim is shown in the Summary of limits.

Relatives' contents

We will pay for loss or damage to **contents** belonging to **your** parents or grandparents who are resident in a nursing home or residential care home (but not their **money** or **credit cards** or their **contents** insured elsewhere).

The most **we** will pay for any one claim is shown in the Summary of limits.

Gifts

We automatically increase the **contents** and **valuables sum insured** by 20% during December for Christmas gifts and for 30 days before and after all other religious festivals, birthdays and the wedding of any member of **your family**.

What is not covered

What is covered

Tenants' liability

Your liability at law under the **Buildings** section of this policy, if **you** are legally liable under the terms of **your** tenancy agreement (not as owner, leaseholder or landlord) for damage to **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

Tenants' improvements

Damage, as provided under the **Buildings** section of this policy, to fixed tenants' improvements and fixed internal decorations in **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

Trace and access

We will pay the cost of removing and replacing any part of the **contents** necessary to repair a household heating or water system, which has caused an **escape of water** or oil.

The most **we** will pay for any one claim under both the **Buildings** and **Contents** section is shown in the Summary of limits.

Trees, shrubs, plants and lawns

If trees, shrubs, plants and lawns on the land of **your home** are damaged by:

- fire, lightning, explosion, earthquake
- riot, civil commotion, strike, labour or political disturbance
- malicious people or vandals
- theft or attempted theft
- collision involving vehicles, trains, animals, aircraft or aerial

What is not covered

- Damage which is specifically excluded by any cover listed elsewhere in the **Buildings** section.

- Damage which is specifically excluded by any cover listed elsewhere in the **Buildings** section.

What is covered

– devices or anything dropped from them
– falling trees, telegraph poles, lamp posts or pylons
we will pay to reinstate the garden and replace damaged plants.
The most **we** will pay for any one tree, shrub or plant is £1,000.
The most **we** will pay for any one claim is shown in the Summary of limits.

Visitors' personal effects

We will pay for **your** visitors' personal effects if they are lost or damaged by an insured cause when in **your home**.
The most **we** will pay for any one claim is shown in the Summary of limits.

Watercraft and trailers

We will pay for the loss or damage to **your** hand or wind propelled watercraft and trailers (up to 12 feet in length) within the boundaries of the land belonging to **your home** by:
– fire, lightning, explosion, earthquake;
– theft or attempted theft.
The most **we** will pay for any one claim is shown in the Summary of limits or on **your Schedule**.

Reward

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

What is not covered

- Items already insured by **your** visitor under a separate policy.
- Trailers being used in circumstances where any road traffic legislation applies.

What is covered

Counselling fees

In the event of a violent crime being committed against **you** or any member of **your family** in **your home**, **we** will pay up to £500 for professional private counselling fees.

Jury service

The insurer will indemnify **you** in respect of loss of verified earnings when required to attend court to serve as a member of a jury. The sum payable shall not exceed £150 per day and £2,500 in total during the **period of insurance** and shall not include any sums of money recoverable from the court or **your** employer.

What is not covered

- Any summons for jury service that were received before you took out this insurance.
- Any loss of verified earnings which **you** report to **us** more than six months after it happened.

Legal liability (Contents cover)

What is covered

The legal liability of **your family**:

- as occupier of **your home** and its land
- as individuals
- as an employer to any of **your family's** domestic employees to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:
 - accidental death, disease, illness or accidental physical injury to anyone;
 - **accidental damage** to physical property.

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

Unrecovered damages

We will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within three months of the date of the award provided that cover under this section would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**, and:

- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**;
- there is no appeal pending;
- the amount payable does not exceed £1,000,000.

What is not covered

- Anything owned by or the legal responsibility of **your family**.
- Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).
- Injury or damage arising from any employment, trade, profession or business of any of **your family**.
- Liability arising from any of **your family** passing on any disease or virus.
- Liability arising from the ownership or use of:
 - motor vehicles and children's motor vehicles whether licensed for road use or not (other than children's motorbikes with an engine capacity of 50cc or less and domestic garden machinery, motorised or electric wheelchairs, or motorised quad bikes used within the boundaries of the land belonging to the **home** and not registered for road use;
 - any boat, wetbike, sand yacht, hovercraft, aircraft, train or hand or wind propelled watercraft (other than surfboards, windsurfs and models);
 - gliders, hang gliders, caravans, horseboxes or trailers.
- Liability for any quad bike used by any person under 17 years old.
- Liability for any quad bike used for racing, pace-making, trials or competitions.
- Liability accepted by any of **your family** under agreement, unless the liability would exist without the agreement.
- Liability arising from any of **your family** owning land or **buildings**.
- Liability covered by any other policy.
- Liability arising from the Party Wall Act 1996.

What is covered

What is not covered

- Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.
- Any defence costs and expenses incurred without **our** written consent.

How we will pay your contents and valuables claim

Contents

Special limits

For loss or damage to the following types of **contents**, **we** will not pay more than the amounts shown for any one claim. These special limits form part of the **contents sum insured** and do not increase the **sum insured** on **contents** on any other item covered elsewhere in this policy.

- **Works of art** including pictures £15,000
- Other **valuables** including jewellery and watches £5,000
- Theft from an unattended vehicle £15,000
- Visitors' personal effects £10,000.

Excess

The **excess** shown on the **Schedule** applies to all claims with the exception of the **escape of water excess**.

Payment basis

The most **we** will pay for any one claim is the amount it will cost **us** to replace the **contents** as new or the amount required to repair the damage, whichever is less, up to the **sum insured** shown on **your Schedule** and subject to the limits shown above or in the Summary of limits.

In the event of a claim under the Hole in one section of the policy, **you** will be required to submit certification from the Club/Match Secretary. **We** will then reimburse **you** for the expenditure **you** incurred, for example celebratory drinks, subject to reasonable proof of **your** expenditure.

Pairs and sets

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.

However, if **you** surrender the undamaged article(s) of the pair or set to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair or set.

Inflation protection

We will change the **sum insured** on **contents** shown on **your Schedule** in line with a recognised index.

If these **sums insured** increase because of index linking, **we** will not make any extra charges until **you** renew **your** policy. **Your** new premium will be based on the new **sums insured** shown on **your Schedule**.

For **your** protection, **we** will not reduce **your sums insured** or limits if the index moves down unless **you** ask **us** to.

Valuables

Excess

The **excess** shown on the **Schedule** applies to all claims with the exception of the **escape of water excess**.

Payment basis

The **sum insured** for **valuables** is shown on **your Schedule**. How **we** will pay **your** claim depends on the category in which the lost or damaged article falls.

The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your valuables** as new or the amount required to repair the damage, whichever is less, up to the **sum insured** shown on **your Schedule** and subject to the limits in **your** Summary of limits.

Specified items

Total loss – if the specified item is lost or totally destroyed, **we** will pay the **sum insured** for that article.

Partial loss – if the specified item is partially lost or damaged, **we** will pay either:

- the cost to restore the item to its condition immediately before the loss (if the restored value is less than the market value immediately prior to the loss, **we** will pay the difference); or
- the reduction in market value after the loss.

The most **we** will pay for a partial loss is the **sum insured** for that item.

Jewellery kept in a bank or safe deposit

Specified jewellery described in the **Schedule** as in a bank or safe deposit must be kept in the vault of a bank or in a safe deposit. **We** will insure specified jewellery kept in the bank whilst temporarily removed from the bank for a maximum of 30 days in any **period of insurance**. The most **we** will pay for jewellery temporarily removed from the bank or safe deposit is £25,000 for any one claim.

If **you** advise **us** in advance, cover can be arranged for items removed from the bank for more than 30 days, or for an amount over £25,000. This will be subject to additional terms and/or premium.

Unspecified items

The most **we** will pay is the unspecified single article limit for loss to any one article, as shown on **your Schedule**.

Pairs and sets

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.

However, if **you** surrender the undamaged article(s) of the pair or set to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair or set.

Inflation protection

We will change the **sum insured** on **valuables** shown on **your Schedule** in line with a recognised index.

If these **sums insured** increase because of index linking, **we** will not make any extra charges until **you** renew **your** policy. **Your** new premium will be based on the new **sums insured** shown on **your Schedule**.

For **your** protection, **we** will not reduce **your sums insured** or limits if the index moves down unless **you** ask **us** to.

Valuations

We will require an original receipt or valuation for any **valuable** worth £10,000 or over and/or any work of art worth £15,000 or over in the event of a claim.

Legal Expenses Cover

This section is an additional cover option available with a contents only, buildings only or combined buildings and contents policy and is underwritten by the **insurers** shown in **your Schedule**. **Your Schedule** shows if **you** are covered under this section of the policy. The **insurer** has arranged for the claim service to be managed by Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE, registered number 4672894. The conditions and exclusions which apply to this section are shown on [pages 48 to 54](#). The General Exceptions on [page 55](#) and the General Conditions on [pages 56 to 58](#) apply to the whole policy and should be read in conjunction with this section.

Glossary of terms

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

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

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

What is covered

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

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**.

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**

What is not covered

Where the amount in dispute is less than £100.

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

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

Any claim relating to:

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

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.

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;

What is covered

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.

5. Employee defence

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

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

What is not covered

- the compulsory purchase of, or restrictions or controls placed on **your property** by any government, local or public authority;
- the actual, planned or proposed construction, closure, demolition, adoption or repair of buildings, housing, roads or bridges by any government, local or public authority;
- any work by order of any government, local or public authority;
- mining subsidence; or
- defending any dispute other than defending a counter claim.

Any claim relating to:

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

Any claim relating to:

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

Legal Expenses Cover Exclusions

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

The General Conditions and General Exceptions of **your** Saga TailorMade 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 TailorMade Home Insurance policy also apply to **your** Legal Expenses Cover and these should also be read carefully. Please also refer to 'How to make a claim'.

1. Claims

You must:

- a. contact **us** as soon as possible after anything happens which may lead to a **legal claim**;
- b. have submitted a completed legal expenses claim form within 180 days of the **date of incident** which you may claim for under this policy. If **you** submit **your** legal expenses claim form outside of this period and there are **reasonable**

- prospects, we** will progress **your legal claim**, but **we** will not pay for any **legal costs** incurred as a result of **your** delay. A **legal claim** will only be considered once a fully completed legal expenses claim form has been received by **us**. For information, please refer to 'How to make a claim';
- c. make every effort to provide all documents and/or any information requested by **us** or **your appointed representative** in a timely manner so as not to prejudice **your** case or incur unnecessary costs;
- d. do everything **you** can to keep **legal costs** as low as possible or avoid **legal proceedings**;
- e. consider with **us** and/or **your appointed representative** all approaches to settle the dispute without **legal proceedings**;
- f. co-operate with **us** and **your appointed representative** and give proper instructions to **us** or 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 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;
- b. if there are **reasonable prospects** of pursuing **your** claim and of enforcing any judgment or award **we** will advise **you** of the most suitable action.

2. Representation

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

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

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

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

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

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

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

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

3. Using the appointed representative

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

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

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

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

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

4. Our rights

We are entitled to:

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

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

- a. if **we** or **your appointed representative** decide that there are no longer **reasonable prospects** for success or enforcement of any judgment or potential judgment are insufficient to justify **our** continuing support;
- b. if **we** 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**;
- 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 7 b) 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 for **our** share of any claim.

9. Arbitration

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

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

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

10. Law applicable

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

Legal Expenses Cover General Conditions

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

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

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

- influenced **our** decision to provide **you** with insurance **we** would otherwise not have agreed to provide; or

- influenced the terms and conditions on which **we** have provided cover; or
 - prevented **us** from charging the correct premium;
- we** will treat **your** policy as if it never existed and return any premium **you** have paid for the policy, unless **we** have identified a false or fraudulent claim when Legal Expenses Cover General Condition 2 will also apply.

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

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

2. Fraudulent claims

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

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

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

We may:

- treat **your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **you** have

paid for these policies;

- serve **you** with a seven-day notice of cancellation on all other policies that **you** hold with **us**; and
 - pass details to the Police and fraud prevention agencies;
- or
- refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs that **we** have incurred.

3. Cancellation

Procedures are explained below dependent on who invokes cancellation.

a) The **policyholder**

If **you** need to cancel this policy contact **Saga** on **0800 096 3245** or write to **Saga** at Saga Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ.

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

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

Beyond the above period, **you** may cancel this insurance at any time, but no refund will be provided to **you**.

b) The **insurer**

We may cancel this insurance by sending at least seven days' written notice to **your** last known address. A pro rata premium refund will be allowed from the date of cancellation,

no deduction will be made for commission and a refund will be allowed regardless of whether a claim has been made under the policy.

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

How to make a claim

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

If an event happens for which **you** require legal advice, please contact **our** 24-hour legal helpline on **0800 141 3321** from the UK or **+44 1303 206 010** from abroad on any personal legal matter.

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

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

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

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

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

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

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

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

24-hour legal advice helpline – **0800 141 3321** from the UK or **+44 0303 206 010** from abroad.

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

There is no limit to the number of calls **you** can make and **you** can rest assured that **your** conversation will be treated in the strictest confidence. The **Saga** helpline does not provide cover for any costs **you** have to pay because **you** followed the advice given. However, **you** may be able to claim if **you** have taken out the optional Legal Expenses Cover.

General Exceptions that apply to the whole policy

This policy does not insure the following:

1. Any loss or damage caused deliberately by **your family** or any person acting on behalf of **your family**;
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 or any legal liability arising directly or indirectly from any business, profession or trade.
3. Any property or liability insured under a more specific policy.
4. Any fall in market value as a result of repairs or reinstatement.
5. Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.
6. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
7. 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 gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes.
12. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

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

General Conditions that apply to the whole policy

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

1. **You** can transfer **your** interest in this insurance to someone else with **our** written permission.

2. Cancellation

If **you** no longer feel the policy is right for **you**, **you** may cancel it within 14 days of receiving **your** policy documents and no **administration fee** will be charged. If cover has not yet commenced, **you** will receive a full refund of the premium. If the insurance cover has commenced, **Saga** 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**, **Saga** will refund the unused part of **your** premium. If **you** have made a claim, or a claim has been made against **you**, **you** will not receive a refund. **Saga** will charge an **administration fee** of £35.

You can telephone **Saga** on 0800 056 9051 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.

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.

Please note that, if **you** amend or cancel **your** policy during the period of cover as shown on **your** **Schedule** and have paid by

credit card or cheque, **we** will be unable to refund any amounts of £5 or less. Similarly, if **you** make any changes to **your** policy or cancel it during the policy year, **we** will only request any payment from **you** if the amount is over £5. **Saga** will deduct an **administration fee** from **your** refund.

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

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

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

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

3. **You** must do all that **you** can reasonably do to avoid injury, loss or damage and protect **your** property. **You** must make sure other people do the same.
4. **You** must contact **Saga** as soon as possible about any change to the information **we** have requested. This includes any changes concerning **you**, **your** spouse/partner, relatives and domestic employees, normally living at **your** **home** or changes to the **home** including major building work. If **you** are not sure if

a change is relevant, contact **Saga**. When **you** renew **your** policy, **you** must also tell **Saga** if **you**, **your** spouse/partner, relatives and domestic employees, normally living at **your home** have been declared bankrupt or convicted of any criminal offence.

- 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.
- 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.
- Changes in **your** circumstances

Using the address on the front of **your Schedule**, **you** must tell **Saga** within 30 days about any of the following changes:

- **you** are going to move home permanently.
- someone other than **your family** is going to live in **your home**.
- the **home** is used for any business or professional purposes.
- **your home** is going to be used for short periods each week or as a holiday home.
- **your home** is going to be **unoccupied**. For the purposes of this condition, **unoccupied** means **your home** is going to be left without any occupants for more than a total of 60 days in a row in any **period of insurance**.
- the number of bedrooms in the **home** has changed.
- **you** or any member of **your family** has received a conviction for any offence except for driving.
- **you** intend to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more the £25,000. **You** must tell **us** about the work at least 30 days before the work starts and before **you** enter into a contract for the works. **We** may then alter the terms of the cover provided under the policy. If **you** do not tell **us** about the building works, **we** will not

pay any claim caused by or resulting from the building works. **You** do not have to tell **us** about routine repairs, maintenance or decoration.

- any increase in the value of **your** items or the rebuilding cost of **your buildings**.
- a change in **your** occupation.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or **you** give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced.

In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

8. 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.

9. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

10. Fraud, misrepresentation and non-disclosure

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**;
- 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;
- 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;
- serve **you** with a 7-day notice of cancellation on all other policies that **you** hold with **us**; and
- pass details to the police and fraud prevention agencies.

Claims Conditions

These are the claims conditions **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

What you must do

If someone is holding any of **your family** responsible for an injury or any damage, nobody in **your family** must admit they were responsible. Tell **us** as soon as possible and give **us** full details in writing as soon as **you** can.

If any of **your family** receive any writ, summons or other legal document, send it to **us** straightaway without answering it.

If **you** find a **credit card** is missing, tell the credit card company immediately. Then tell **us** as soon as **you** can.

If **you** or **your family** are the victims of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your home**, tell the police immediately upon discovery and ask for a crime reference or loss number and tell **us** as soon as **you** can, or in case of riot tell **us** immediately.

For any other claims, tell **us** as soon as possible.

You should do all **we** ask **you** to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information, which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or **credit card** statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Purchase dates and location of lost or damaged property;

- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim, **we** will pay for any expenses **you** incur in providing **us** with the above information.

Rights and responsibilities

We may need to get into a building that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

We have the right, at **our** expense and in **your** name, to:

- take over the defence or settlement of any claim;
- start legal action in **your** name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance **we** may require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be one of the following:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisers or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any expenses **you** incur in providing **us** with the above information.

Mortgages non invalidation

The rights of the mortgagee under this policy will not be prejudiced by any act of the mortgagor of **your home** provided that the mortgagee gives notice in writing to **us** as soon as possible on becoming aware of such act and pays any additional premium.

Duplication of covers

If a loss is covered under more than one part of the policy, **we** will pay **you** under the part giving **you** the most cover, but not under more than one part. However, when both **valuables** unspecified cover and **contents** cover are shown in the **Schedule** and a loss is covered under both parts, **your** amount of cover will equal the combined total of both **contents** and **valuables** unspecified sums insured. In no event will **we** make duplicate payments.

Other insurance

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

Claims notification

Conditions that apply to the policy and in the event of a claim are set out in this Policy Book. It is important that **you** and **your family** comply with all **policy** conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in this policy document. Claims conditions require **you** to provide **us** with any assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets, professional valuations or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any expenses **you** incur in providing **us** with the above information. Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Help and advice from Saga

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

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

24-hour tax advice helpline – 0800 141 3321

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

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

24-hour counselling helpline – 0800 302 9824

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

Saga Legal Services – www.sagalegaldocuments.co.uk

The easy way to create official legal documents. If you need to make a Will, write a letter of complaint or draft a legal document, Saga's Legal Services website contains a wide range

of professionally written legal documents that you can adapt quickly and easily to suit your needs. Saga offers a wide range of documents free to its customers with Legal Expenses Cover, or for a small fee for non Legal Expenses Cover policyholders.

Protecting your property

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

Fire

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

Flood

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

Burst pipes

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

Theft

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

Valuations

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

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

Notes

A series of horizontal dotted lines for writing notes.

Helplines Please have your policy number to hand when calling

This Policy Book is also available in large print, audio and Braille. If you require any of these formats please contact us on **0800 096 3245**.

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

Customer service

For questions about your policy

from the UK **0800 096 3245**

from abroad **+44 208 282 2010**

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

Legal Expenses Cover

For new claims or help with an existing claim

from the UK **0800 141 3321**

from abroad **+44 1303 206 010**

24 hours a day, 7 days a week.

Claims

For new claims or help with your existing claim

from the UK **0800 096 1776**

from abroad **+44 1245 597 216**

24 hours a day, 7 days a week.



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