# YOUR POLICY BOOK HOME EMERGENCY



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#### SAGA HOME EMERGENCY HELPLINE

# 0800 092 1426

Available 24 hours a day 365 days a year.

# WELCOME TO SAGA HOME EMERGENCY

Thank you for taking out a policy with Saga.

This book contains all the information you need to know about your Saga Home Emergency policy and we hope you find it easy to understand. Overleaf you'll find an overview of the two cover levels, so you can see what's included in the policy you have chosen. The section 'What is a home emergency?' then clarifies the situations that would be covered by your policy, including a number of examples and the answers to some questions you may have. Of course, if you're still not sure, or if you have any other queries about your policy, you can always give us a call on 0800 904 7509.

Our step-by-step guide on page 5 tells you exactly what to do if you have an emergency in your home and you need to call us out, while the following section gives you guidance on how to make a complaint if you're not satisfied with the service we provide.

All the other information we need to tell you is included after this, along with an explanation of those words that have specific meanings when they appear in your policy. Then we get down to the real detail of our two cover levels and exactly what you can and can't claim for. And, to make it quick and easy if you need our help, all the relevant phone numbers are on the back cover.

Finally, please keep this book somewhere easy to find, in case you ever need us in an emergency.

# **OUR COVER AT A GLANCE**

	Cover Level	
Service description	Home Emergency	Home and Heating Emergency
Call outs allowed each year	Unlimited	Unlimited
Water supply pipe	$\checkmark$	$\checkmark$
Internal plumbing and drainage*	$\checkmark$	$\checkmark$
Complete or partial internal electrics failure	$\checkmark$	$\checkmark$
Roof damage	$\checkmark$	$\checkmark$
Pest infestation	$\checkmark$	$\checkmark$
Security (i.e. glazing and locks)	$\checkmark$	$\checkmark$
Overnight accommodation each year	3 nights	3 nights
Complete boiler breakdown	×	$\checkmark$
Annual Boiler Service <sup>+</sup>	Optional	Optional

\*Not including pipes that are shared or outside the boundary of the home. +Not available for properties you let to tenants.

# WHEN WE CAN HELP AND WHEN WE CAN'T

#### What is a home emergency?

Put simply, for the purposes of this policy a 'home emergency' is an event that happens suddenly and unexpectedly and needs immediate action to:

#### a) prevent damage or further damage to your home;

#### and/or

#### b) make your home safe, secure and habitable.

The examples below give a clearer explanation of what would and wouldn't be classed as an emergency.

#### The following situations are classed as emergencies...

- One or more toilets in your home won't flush
- There is a totally blocked drain within the boundary of your property
- The kitchen sink is blocked and unusable
- A water pipe suddenly starts leaking uncontrollably and there's nothing you can do to stop it
- You lose all power to your home
- There's a wasps' nest inside or attached to your home.

# The following situations are NOT classed as emergencies...

- A leak from the roof that has been happening for some time or is not unexpected
- Your toilet takes several attempts to flush
- An appliance is faulty or not working properly.

#### In addition, we cannot help you with the following...

- An emergency that happens due to something that you were aware of before (or within 14 days of) the start of your policy
- Problems relating to a roof, plumbing, drainage, water supply pipes, electrics, doors or windows, if these are shared (e.g. If you live in a flat)
- Problems relating to thatched, glass, plastic, felt, tarpaulin or flat roofs.

# **OUR ANSWERS TO YOUR QUESTIONS**

The policy section of this book gives details about the individual cover levels, the number of claims you can make and whether parts and labour are included – so hopefully you'll have all the information you need. However, to make it easier here are the answers to some of the questions we are often asked.

#### Can I make a claim straightaway?

Like all insurance policies, you're not covered for problems that you knew about before you bought this policy. Nor can we cover anything that happens before the 15th day from your policy start date, unless you have renewed your policy.

#### How many emergency claims can I make in a year?

There is no limit to the number of claims you can make across all our cover levels. For both Home Emergency and Home and Heating Emergency you can claim up to a maximum value of £2,000 per claim for labour, parts, materials and VAT.

#### Can my tenant report an emergency on my behalf?

If you are a landlord and have given your tenant permission to make a claim under this policy, please ensure you have provided them with the policy number to quote when they call. If the tenant does not have the policy number, we will be unable to deal with the emergency.

#### If I make a claim, do I have to pay an excess?

There is no excess applicable under Saga Home Emergency.

# How can I tell what type of boiler I have?

If your boiler heats a tank of water, you have a conventional or condensing boiler. Condensing boilers can be more energy efficient as they extract additional heat from the flue gases. If you do not have a hot water tank, you have a combination boiler, which produces hot water on demand from the mains supply.

# What happens if I move house?

You can transfer your cover to your new home as long as the property is eligible and the boiler passes an inspection if applicable. Call us on 0800 904 7509 if you are unsure, but please note that we may have to charge you a  $\pounds$ 10 administration fee to amend your policy.

# WHAT TO DO IN AN EMERGENCY

# Your step-by-step guide

- 1. If you have a home emergency that is covered by this policy, call the Saga Home Emergency Helpline as soon as possible.
- 2. Make sure you have your policy number to hand when you call. You'll find this on your Schedule. You will also need to tell us your name and address, including the postcode, and the nature of the emergency.
- 3. When we know what the situation is, we will contact our repairers and let you know when they will be able to come round to sort out the problem. This will normally be as soon as possible unless:
  - the weather is too bad;
  - there are industrial disputes, official or otherwise;
  - the public transport system fails (including the road and railway networks and repairs to them); or
  - there are other problems that prevent our repairer from

entering your home or which make it impractical for us to provide the service.

- 4. You must ensure there is an adult (aged 18 years or over) present at your home when the repairers arrive. Otherwise they will be unable to carry out the service.
- We will pay the repairers directly you do not need to pay them. Please note that we will only pay the charges for repairers instructed by us, so do not make your own arrangements to get the repairs done.
- Although we will try to meet your needs at all times and complete repairs within the time estimated, this may not always be possible. We will inform you of any delay as quickly as possible.

#### SAGA HOME EMERGENCY HELPLINE

# 0800 092 1426

Available 24 hours a day 365 days a year.

# 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 or your boiler service:

Please contact: Customer Relations – Home Emergency, Inter Partner Assistance S.A. UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH11PR. Telephone: **01737 815913** Email: homeemergencycomplaints@axa-assistance.co.uk If you are not satisfied with the insurer's response, you can ask the Financial Ombudsman Service to review your case.

#### If your complaint is about any matter other than a claim: Please contact:

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

#### Telephone: 01303 771160 Email: services.customer-relations@saga.co.uk

If you are not satisfied with our response, 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, London E14 9SR

#### Telephone: 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

**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 904 7509 to let us know. You will also need to cancel your Direct Debit with the bank if you paid by this method.

#### Use of your information

The information you have given to Saga Services Limited (Saga) and/ or the insurer(s) will be held and used to manage your insurance policy, which will include both underwriting and claim handling. For this purpose, Saga and/or the insurer(s) may disclose it to other interested third parties, such as other insurers, agents who provide services on their behalf and to regulatory authorities for this and the monitoring and/or enforcing of compliance with any regulatory rules/ codes. It may also be used for offering renewals, research and crime prevention purposes. Any calls made to Saga may be monitored and recorded to improve the service and help prevent and detect fraud. Saga and/or the insurer(s) may check information provided or received and may also undertake additional fraud searches.

Saga and/or the insurer(s) will hold your personal data securely and in accordance with Data Protection Legislation\*. From time to time Saga and/or the insurer(s) may use service providers and organisations outside the European Economic Area (EEA) where they do not afford the same level of data security as the UK. We will, however, use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

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

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

following purposes:

- To assess financial and insurance risks, your insurance application, the terms on which cover may be offered, including your premium at quote and renewal, and the payment methods offered;
- To prevent and detect crime including fraud, money laundering and financial sanctions;
- To develop our products, pricing, systems, services and relationships with you;
- To comply with our legal and regulatory obligations.

These sources include credit reference bureaus, the electoral roll and public data provided to us by credit reference bureaus and other third parties. The credit reference bureaus will keep a record of the search; this may be reflected in your credit score.

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

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

Saga uses the data they collect from you, including special categories of personal data, to contact you and personalise their communication. Saga and/or the insurer(s) also use it for administrative purposes to provide the service you requested and for preparing quotations. If Saga has obtained your permission to do so, they will also contact you by post, telephone, email or other means to tell you about offers, products and services that may be of interest to you. At any time you can opt out of receiving such information, revise the products you would like to hear about or change the method they use to communicate with you. You can update these preferences by visiting MySaga or calling 0800 904 7509. For further information about how the Saga Group uses your personal information, please see their Privacy Policy at www.saga.co.uk/privacy-policy or contact

the Saga Group Data Protection Officer by email: data.protection@saga.co.uk or post: The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

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

#### Fraud prevention and financial crime

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

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

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

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

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

The insurer and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies in the United Kingdom. If you would like to receive details of the fraud prevention agencies used, please contact the Head of Financial Crime, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

#### **Future underwriter changes**

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

# SPECIFIC POLICY WORDS AND WHAT THEY MEAN

Certain words and phrases have specific meanings when related to your policy. These are defined below and, to help you identify them when they appear in your policy, we have printed them in bold type.

Administration fee	The amount shown in <b>your</b> documents as a fee for administration, relating to the amount Saga Services Limited may charge from time to time for administering <b>your</b> policy.	Domestic electrical system	The permanent 240 volt electrical supply system providing power to <b>your home</b> from the point where it leaves the mains electricity meter. This includes all fuse boxes, wall sockets, light
Beyond economic repair	When the cost of repairs exceeds the current value of <b>your boiler</b> , taking into consideration its age and condition, or where spare parts are not readily available.	Home	switches and light sockets. The private dwelling (excluding detached outbuildings, sheds and detached garages) shown on <b>your Schedule</b> occupied by <b>you, your</b>
Boiler Your domestic boiler contained within your home with an output not exceeding 70 kw, including the appliance isolating valve and manufacturer fitted components within the boiler as well as		immediate family, any lodger so long as <b>you</b> are also resident at this <b>property</b> , or <b>your tenant</b> . Such private dwelling must be a single self-contained unit with its own front door.	
	the motorised valves, thermostat, and time, temperature and pressure controls. This does not include warm air and solar heating systems or any boiler that is not the main boiler in <b>your</b> <b>home</b> .	Home emergency	A sudden unexpected event, which in the <b>insurer's</b> opinion requires immediate action to: a) prevent damage or further damage to <b>your</b> <b>home</b> ; or b) make <b>your home</b> safe or secure or habitable.

Impact damage	Damage as a result of a falling tree, or caused by plane or aerial debris, or caused by a vehicle, or as a result of a stone propelled by a motorised	Main heating system (Cont.)	<ul> <li>Central heating feed and expansion tank;</li> <li>Pipes that connect components of the system (but not cold water supply or drainage pipes).</li> </ul>
Insured event(s)	device. As detailed under Home Emergency, and Home and Heating Emergency. Please refer to <b>your</b> <b>Schedule</b> which details which cover applies to	Partial failure	Cover does not include any non-domestic boiler, any form of solar heating or any ground or air source heat pumps. Intermittent faults, the failure of one or more
	<b>your</b> policy.	Partial failure	radiators or water or gas leaks from the system.
Insurer	This policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a	Period of insurance	The period for which the <b>insurer</b> has agreed to cover <b>you</b> and for which <b>you</b> have paid the required premium as shown on <b>your Schedule</b> .
	branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664),	Policyholder	The person(s) named on your Schedule.
	which is a Belgian firm authorised by the	Property	The <b>home</b> and land within its boundary.
National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation	Schedule	The document which gives details of <b>you</b> , the <b>insurer</b> , <b>your home</b> and cover.	
	Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the	Tenant	The occupier of <b>your home</b> when <b>you</b> are not also a resident.
Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.	You, your	The <b>policyholder</b> , spouse or partner living in the <b>home</b> .	
	Water supply pipe(s)	The main pipe from and including the main stopcock from <b>your home</b> up to where it is connected to the public or shared water supply	
Landlord	Someone who lets out properties. For the purpose of this policy this is limited to where this activity is not their main or sole source of income.		pipes within the boundary of <b>your property</b> provided <b>you</b> have sole responsibility for this pipe.
Main heating system	<ul> <li>The main hot water or central heating system in your home, including:</li> <li>Radiators;</li> <li>Thermostatic valves, timers, room and cylinder thermostats, motorised valves and central heating pump;</li> </ul>	We, us, our	Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Ltd both of the Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

# **HOME EMERGENCY**

Your Schedule will show if you have purchased this section. This section should be read in conjunction with the 'General Exclusions' on pages 16-17 and the 'General Conditions' on pages 18-20.

You are covered for the following	You not are covered for the following
The <b>insurer</b> will appoint the required suppliers and will pay up to $\pounds 2,000$ per <b>insured event</b> , for call out, labour, parts, materials and VAT following an <b>insured event</b> which occurs during the <b>period of insurance</b> . This limit includes any costs incurred under the overnight accommodation cover. There is no limit to the number of <b>insured events</b> covered.	
Plumbing	
A <b>home emergency</b> relating to:	1. Sections of pipe that are shared.
a) The internal hot and cold water pipes between the main	2. Frozen pipes that have not resulted in confirmed damage.
internal stopcock and the internal taps.	3. Damage to water pipes to or from and in detached
b) The cold water storage tank.	outbuildings, fountains, swimming pools, ponds, other
c) Failure of one or more of <b>your</b> toilets to function.	decorative garden features, garden taps, treatment plants, roofs or other external property.
d) A leak from;	
• your toilet cistern;	4. Damage to rainwater pipes and guttering.
<ul> <li>your central heating water pipes;</li> </ul>	<ol> <li>Repair or replacement of cylinders, replacing steel or asbestos water tanks, immersion heaters, heating controls,</li> </ol>
<ul> <li>shower fixtures and fittings which cannot be controlled; or</li> </ul>	water circulating and pressure pumps, radiators, radiator
• the internal section of the overflow pipe.	valves, shower units and fittings, steel pipes and heated towel rails.
	6. Repair or replacement of washers or taps.
	7. Cost of any redecoration.
	<ol> <li>Repair or replacement of saniflow systems or sanitary ware, shower trays or enclosures, toilet bowls and associated pumps.</li> </ol>

You are covered	I for the following
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#### Drainage

A **home emergency** relating to damage to and/or blockage of the waste drainage pipes or rainwater drains within the boundary of **your property** if flow has been prevented. This includes the locating, unblocking and repairing of such pipes or drains up to the boundary point where they are connected to the public or shared drains connection, if **you** are responsible for this.

#### **Internal electrics**

A home emergency relating to a complete or partial failure of the internal domestic electrical system in your home.

#### You are not covered for the following

- **9.** A leaking central heating radiator where **you** or **your tenant** are able to turn off the radiator and stop the leak.
- **10.** Refilling the heating system with additives such as corrosion inhibitor.
- 1. Vacuum drainage systems or the cost of draining down where no appropriate drainage facility is available.
- 2. Repair or replacement of saniflow systems or sanitary ware, shower trays or enclosures and associated pumps.
- **3.** Repairing or replacing soakaways (a pit filled with rubble for water to drain into), cesspits, septic tanks, treatment plants and their overflow pipes.
- 4. Claims relating to blockages which are found to be external pipes that are outside the boundary of **your property** or any shared pipes.
- 1. Any claim relating to spotlights and decorative floor lights, security systems and any external fittings such as TV aerials and satellite dishes.
- 2. Replacement of bulbs or fuses.
- **3.** Repair or replacement of controls, timers, programmers, pumps and detectors.
- Repair or replacement of connections to pumps, swimming pools, ponds, fish tanks or water features whether inside or outside the **property**.
- 5. Electrical failure where the fault is affecting communal areas e.g. flats.
- 6. Repair or replacement that requires total rewiring.

#### **Key and locks**

A home emergency relating to:

- a) An external door where **you** or **your tenant** have no access to **your home**, and there is no other access available due to:
  - lost or damaged keys;
  - stolen keys; or
  - failure of the external locking mechanism to the door.
- b) An external door where **you** or **your tenant** are unable to secure **your home** due to:
  - lost or damaged keys;
  - stolen keys; or
  - failure of the external locking mechanism to the door.
- c) Damage to the locks on external doors or windows caused by vandalism, theft or attempted theft where **you** are unable to secure **your home**.

#### Windows

A home emergency relating to broken or cracked windows.

We will undertake an emergency repair using boarding or similar material to resolve the immediate **home emergency**.

## Roofing

A **home emergency** relating to the roof where there is ingress of water from an external source.

We will undertake an emergency repair using a tarpaulin or similar material to resolve the immediate **home emergency**.

#### You are not covered for the following

- Replacement of lost or damaged keys where another key or set of keys is available or you or your tenant have other means of access to the home.
- 2 Claims for stolen keys or criminal damage where a crime reference number has not been obtained.
- **3.** Repair and/or replacement of keys for garages, outbuildings and sheds.
- 4. Provision of multiple duplicate keys.
- 5. Repair or replacement of complete multipoint locking mechanisms.

- 1. Criminal damage without a crime reference number that has not been reported to the Police.
- 2. Claims relating to windows that are shared/communal that are not part of your home.
- **3.** Damage to windows that are over two storeys high which requires external access.
- 1. Thatched, flat, glass, plastic, felt or tarpaulin roofs.
- 2. Any loss or damage relating to a permanent repair that is or should be more specifically insured as part of any other insurance policy.

You are covered	I for the following
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#### **Pest infestation**

Removal of mice, rats, wasps, hornets and cockroaches where evidence of infestation in **your home** has been found.

#### Water supply pipes

(This subsection will not apply to flats and maisonettes where there are shared facilities.)

A **home emergency** involving the leakage, collapse or blockage of the mains **water supply pipes** that requires immediate attention to restore the mains water supply to **your home**.

#### Internal domestic gas supply

Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.

Following attendance by the National Gas Emergency Service, a **home emergency** as a result of damage to the internal domestic gas supply pipe between the meter and the gas appliance, which resulted in the reported leak.

#### You are not covered for the following

- 1. Pest infestation outside of the **home**, unless a nest is attached to the main structure of the **home**.
- 2. Infestation known to exist prior to commencement of the policy or where the **home** has been unoccupied for more than 60 days.
- **3.** Any infestation where **you** have not taken hygiene measures to prevent pest infestation.
- 4. Any infestation by any protected species including bats and bees.
- 1. Water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering or other external property.
- 2. Sections of pipe that are shared.
- 3. Frozen pipes that have not resulted in confirmed damage.
- 1. Any claim relating to a leak from the appliance itself.

You are covered for the following	You are not covered for the following
<ul> <li>Overnight accommodation</li> <li>If your home cannot be occupied overnight because it is uninhabitable for a period of over 48 hours due to an insured event, the insurer will reimburse hotel costs not exceeding £150 (including VAT) per night, up to a maximum of 3 nights.</li> <li>Overnight accommodation must be pre-authorised by the insurer and can only be claimed for the following persons that reside in the home:</li> <li>you and your immediate family; or</li> <li>if you are the landlord, your tenant and their immediate family.</li> </ul>	<ol> <li>Overnight accommodation where pre-authorisation per night has not been sought.</li> <li>More than £150 (including VAT) per night.</li> <li>More than three nights in any period of insurance.</li> <li>Any costs incurred once the limit for the insured event has been exceeded.</li> </ol>

# HOME AND HEATING EMERGENCY

Your Schedule will show if you have purchased this section. This cover is in addition to that provided under Home Emergency (pages 10-14). This section should be read in conjunction with the 'General Exclusions' on pages 16-17 and the 'General Conditions' on pages 18-20.

You are covered for the following	You are not covered for the following
Main heating system and boiler repair or replacement The insurer will appoint the required suppliers and will pay up to £2,000 per insured event, for call out, labour, parts, materials and VAT following an insured event which occurs during the period of insurance for a home emergency relating to the complete failure to function of the main heating system or boiler in your home. There is no limit to the number of insured events covered. If, in the insurer's opinion, your boiler is beyond economic repair, the insurer will contribute a maximum of £250 towards the cost of you replacing it with a new boiler. This can be claimed by	<ol> <li>Warm air and solar heating systems, ground or air source heat pumps, or boilers with an output over 70 kw.</li> <li>Any non-functional decorative parts, trim or casing.</li> <li>Repairs that require a chemical flush of your boiler or main heating system.</li> <li>Repair or replacement of cylinders, replacing steel or asbestos water tanks, immersion heaters and water circulating and pressure pumps.</li> <li>Removal of asbestos associated with the repair.</li> </ol>

You are not covered for the following
<ol> <li>Any repair to an appliance with materials containing asbestos that cannot be carried out without disturbing such materials.</li> </ol>
7. Repairs or replacement of cold water storage tanks.
8. Repairs required as a result of design faults or installation errors.
<ol> <li>Adjustments to the central heating controls including the relighting of the pilot light/flame.</li> </ol>
<ol> <li>Any boiler systems that have not been correctly installed to British Standards.</li> </ol>
11. Repair and replacement of:
• flues which are not part of <b>your boiler</b> ;
<ul> <li>any decorative radiators or coverings; or</li> </ul>
<ul> <li>showers, fittings and taps.</li> </ul>
12. Any partial failure.
13. Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit or from damage caused by corrosive water, water with a high chemical content or any water pressure adjustments on sealed installations.
<ol> <li>Refilling the heating system with additives such as corrosion inhibitor.</li> </ol>
15. Repairing or replacing parts of your main heating system, which are part of or are specifically designed for piped or electric under floor heating.

# GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

(except Annual Boiler Service)

The insurer will not cover

- Any event or emergency, which happens before the start of your period of insurance or within 14 days of the start of this insurance. The 14-day restriction only applies at the start of your policy; it does not apply when you renew your cover. If you have upgraded your policy to include additional sections this 14-day exclusion period applies to the additional sections from the point at which they are added. If you have upgraded from another Saga Home Emergency policy this 14-day exclusion period will be waived for losses that would have been insured under your previous policy.
- **2.** Any **boiler** other than the main **boiler** in **your home**. (This exclusion is also applicable to the boiler service cover.)
- **3.** Any loss or damage arising from circumstances that **you** were aware of at the time of entering into this contract, which existed before **your** application for this insurance policy or which occurs during the 14 day exclusion period. This includes any loss or damage arising from circumstances that **you** were aware of at the time of upgrading **your** policy to include additional sections or upgrading from another Saga Home Emergency policy.
- 4. Any cost, including the cost of parts or services, relating to work carried out by **your** own contractor unless it has been agreed by the **insurer**, prior to work commencing, through the 24-hour claims number.
- 5. Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a **boiler** or **main heating system** which has not been properly maintained in accordance with the manufacturer's instructions.
- **6.** Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or

modified, or which is caused by a design fault which makes them inadequate or unfit for use, or any **boiler** which has not been correctly installed to British Standards.

- 7. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
- **8.** The malfunction or blockage of septic tanks, cess pits or fuel tanks, or blockages due to the failure to empty such items.
- 9. Any costs we would incur gaining access to your system or appliance in order to make a repair, including where a siphon unit is in a cistern that is partially or fully concealed behind any form of wall casing or covering, with the exception of a plumbing home emergency where there is escape of water.
- **10.** Any costs for gaining access to an appliance or system where the system is inaccessible due to design fault.
- Any damage incurred in gaining access to your appliance, boiler or main heating system; we will not cover any associated making good or redecoration.
- **12.** Any damage to the fabric of the **property** and any contents, fixtures, fitting or other item of equipment, not directly causing the **breakdown** or **home emergency**.
- 13. Any claims arising out of subsidence, landslip or heave.
- 14. Damage to boundary walls, gates, hedges or fences and any damage to detached garages or outbuildings.
- **15.** The replacement of the original ground surface, fittings, construction or plants of any description, turf and lawns in the event that the **insurer** has to evacuate or dig on **your property**.
- **16.** Descaling and any work arising from hard water scale or from damage caused by excessive water or sludge resulting from corrosion.
- **17.** Any claim relating to the interruption, failure or disconnection of the mains utility supplies. This includes non-payment or failure to purchase and provide sufficient supply.

- **18.** Replacing or repairing any steel, lead or central heating iron pipes.
- 19. Removal of asbestos associated with the repair.
- 20. Any repair or replacement of domestic appliances.
- **21.** Any repair or replacement of under floor heating systems.
- 22. Any fall in market value as a result of repairs or reinstatement.
- **23.** Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- **24.** Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- **25.** 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.
- 26. Loss, damage, or any resulting loss or liability or injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is: caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **property**; and reported to **us** within 30 days of the end of the **period of insurance**. In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
- **27**. 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.

- **28.** Any losses that are not directly associated with the **insured event** unless expressly stated in this policy.
- **29.** Claims where **your home** has been unoccupied for more than 60 consecutive days.
- **30.** Damage caused by a malicious act by **you, your tenant** or anyone else living in **your home**.
- **31.** Any fixture where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
- **32.** Any loss or damage caused by the **insurer**, their employees, agents or sub-contractors where:
  - a) there is no breach of a legal duty owed to **you** by the **insurer** or their employees, agents or sub-contractors;
  - b) such loss or damage is not a reasonably foreseeable result of such a breach; or
  - c) any loss or damage, or any increase in the same, results from any breach or omission by **you**.
- **33.** Any losses relating to business interests **you** may have including, without limitation, loss of profits, loss of opportunity or of business or losses relating to business interruption.
- **34.** Any claims relating to shared facilities where **you** don't have sole responsibility.
- **35.** Any cover where **you** are not the owner, the occupier or the private tenant of the **property**.
- **36.** We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY

(except Annual Boiler Service)

#### Your duty

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

It is **your** duty to provide **us** with correct information and answer **our** questions with reasonable care and honestly, truthfully and completely. **You** must tell **us** as quickly as possible if **you** change **your home** address or **your boiler.** 

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 General Condition 11 will also apply.

If the misrepresentation is not deliberate but is careless  $\boldsymbol{we}$  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.** 

#### <u>Claims</u>

- 2. Cover under the Home Emergency section, including when the cover is provided under the Home and Heating Emergency section, is for **home emergencies** only and does not apply in respect of any claim that is not a **home emergency**.
- 3. The insurer is entitled to:
  - take over, defend or settle any legal action in **your** name;
  - take legal action at their expense and for their benefit, but in **your** name, to recover any payment they have made under the policy; and
  - receive from **you** any help and information they may need.
- 4. Where replacement parts are required basic standard fittings will be fitted that comply to current regulations. The **insurer** will not pay for repairing and/or replacing any undamaged item in a matching set.
- 5. You, your tenant or your representative, who must be an adult of 18 years or older, must be at the **property** when the repairers attend. If you, your tenant or your representative are not at the **property** at the time arranged with the **insurer** they will charge you a fee to cover the cost of the call out.
- 6. If you are not the registered owner of the **property**, but are the registered tenant, then for cover to be valid you must, at the time of making a claim, confirm that you have the registered owner's consent to allow the **insurer** or their representatives to deal with the **insured event**, remedial work and/or service (as applicable) emergencies in the **property you** are renting. If these conditions are not fulfilled then the **insurer** reserves the right not to provide service and/or cover under the terms of the policy with **you**.
- In instructing us to perform the services, you confirm that you have obtained all necessary consents and authorisations (including but not limited to consent from the relevant planning

authority and/or listed building consent) and **we** accept no liability where **you** have failed to do so. **You** agree **we** have no responsibility for any liability or damage that arises from lack of necessary consents and authorisations and that **you** will make good any losses, costs or damages which **we** incur as a result of any claims against **us** for services performed without the necessary consent.

- 8. If weather conditions mean that either:
  - a) it is not safe for the engineer to complete the services, or
  - b) the services could not be carried out to required standards, then we reserve the right to rearrange an appointment.

#### Cancellation

9. Cancellation within the first 14 days

If **you** cancel **your** policy within 14 days of receiving it **we** will refund **your** full premium within 30 days.

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

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling off period, please refer to the following paragraph.

#### 10. Cancelling your policy

If this policy no longer meets **your** needs **you** have the right to cancel it at any point during its duration. **You** can telephone Saga on 0800 904 7509 or write to **us** 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 Services may cancel this policy by giving **you** seven days notice by recorded delivery letter. We will send this notice to **your** last known address. We will refund any premium owing to **you** on a pro-rata basis, if **you** have not made a claim under this policy or **your** Saga Home Insurance policy.

If you have made a claim we will not refund any premium paid.

Please note that, if **you** amend or cancel **your** policy at any time during the policy year 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 at any time during the policy year, **we** will only request any payment from **you** if the amount is over £5. **We** will deduct an **administration fee** from **your** refund.

#### Fraudulent claims

- **11.** 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,

 $\boldsymbol{w}\boldsymbol{e}$  will investigate the claim and this could result in legal action by  $\boldsymbol{u}\boldsymbol{s}.$ 

#### 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.

The law and language that applies to the policy

- **12.** Unless **we** have agreed otherwise, this contract will be governed by English law.
- **13.** The terms and conditions and all other information concerning this insurance are supplied in the English language and **we** and Saga Services undertake to communicate in this language for the duration of the policy.
- 14. Save for the rights granted to us under this policy any person or company who is not a party to this policy does not have any rights they can enforce under this policy by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

# **ANNUAL BOILER SERVICE**

#### (Not available for properties you let to tenants)

Your Schedule will show if you have purchased this service.

If **you** have any questions or queries relating to **your** boiler service or these terms and conditions please call us on: **0800 092 1439**. Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on **0800 111 999**.

#### Definitions applying to Annual Boiler Service only:

Boiler	The boiler at the <b>home</b> on which the <b>services</b> are performed or requested to be performed.	Immediately dangerous	A <b>boiler</b> which if operated or left connected to a gas supply, is an immediate danger to life or
Breakdown	A sudden and unexpected problem with <b>your</b> main heating system.	National Gas	property. The dedicated 24-hour UK-based service centre
Engineer	The person providing the <b>services</b> .	<b>Emergency</b> for all gas enquiries, available on <b>0800 111 999</b> . <b>Service Call Centre</b>	
Fee(s)	The sum, calculated in accordance with clause 1, which <b>you</b> agree to pay <b>us</b> in consideration of the performance of the services which shall include the parts and labour identified to <b>you</b> by <b>us</b> and/	Service(s)	The <b>boiler</b> service that <b>we</b> provide to <b>you</b> under these terms and conditions in relation to <b>your</b> <b>property</b> including but not limited to both labour and parts.
	or, where applicable, <b>our attendance fee</b> , and any VAT and other applicable taxes payable in relation to such sum(s).	We, us, our	AXA Assistance (UK) Ltd of the Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

## **Annual Boiler Service**

The annual service is a safety and efficiency check, which includes the following:

- boiler performance test
- controls check
- flue terminals and output test
- pipe work and ventilation check
- gas pressure and heat input check
- full test of all gas boiler components and functionality, seals and ignition system
- disassembly and cleaning of key components
- advice on using central heating efficiently.

# **General terms of contract**

#### Appointments and cancellation

- 1. You will be contacted within 28 days of the cover start date to arrange your appointment. You will receive a call the day before the appointment to confirm the date and time slot. If you have not received a call in this time, or have any queries around a booked appointment, please contact us on 0800 092 1439.
- 2. If you or your representative are not at the property at the appointment time arranged with us, we may charge you an attendance fee.
- **3.** If **you** rearrange the **service** appointment more than 24 hours prior to **your** appointment, **you** may do so without being charged an attendance fee.
- 4. If you rearrange your appointment less than 24 hours prior to your appointment, we may charge you an attendance fee.

#### The service and exclusions

 The delivery of the service in itself does not provide validation of any insurance cover offered by us. For the avoidance of doubt, by providing the service, we do not validate that your boiler qualifies for cover under any of the Saga Home Emergency family of products.

- 6. The service will be delivered by a Gas Safe registered engineer.
- 7. The **service** is a safety and efficiency inspection which will include: a **boiler** performance test, checking controls, testing of flue terminals and output, checking pipework and ventilation, gas pressure and heat input check, full testing of all gas **boiler** components and functionality, seals, ignition system, and the disassembly and cleaning of key components. In addition, advice on using central heating efficiently will be provided to **you**.
- 8. The service includes up to £10 of materials and parts. Additional charges may be payable by **you** if the **service** requires the purchase of service parts greater than £10. The **engineer** will inform **you** of those costs before commencing **your service**.
- 9. If your boiler passes the safety inspection element of the **service you** will be provided with a dated certificate which acts as proof of **service** and safety inspection.
- **10.** If **your boiler** fails the safety inspection then **you** will not be issued with a certificate. The **engineer** will explain to **you** the work that needs to be done in order to pass. The **service** does not include any further work required to pass the safety inspection.
- 11. If your boiler is categorised as immediately dangerous then, with your permission, the boiler will be physically disconnected, capped off and labelled 'do not use'. If your permission is not provided, the National Gas Emergency Service Call Centre will be informed (this is a legal requirement we are required to meet).
- **12.** The service is only available for domestic **boilers**:
  - (i) up to 70kw power output;
  - (ii) that do not contain asbestos.

- 13. The service does not include:
  - removing sludge or hard-water scale from the **boiler** or system (PowerFlush);
  - (ii) repairing the **boiler;**
  - (iii) repairing or replacing parts of the central heating system and controls.
- 14. You must provide us with clear unobstructed and safe access to the **boiler** and central heating components. If such access is not provided at the time of the **service**, **we** may not be able to carry out the works. Where access may only be gained by the removal of kitchen cupboards, furniture etc, **we** will not be liable for any damage which occurs provided **we** have taken care in removal and **you** may be asked to sign a disclaimer regarding the same.
- 15. We will only cover your main boiler and not a second boiler.

#### Liability

- **16.** Where **we** agree to carry out **services** for **you**, those **services** shall be undertaken by the **engineer** designated by **us** at **our** absolute discretion.
- **17.** We have the right, at any time, to refuse to arrange **service**, to provide **service** or continue to provide **service** of whatever nature where **we** reasonably consider that:
  - (i) you or anyone accompanying you is behaving or has behaved in a threatening or abusive manner to our employees or agents, or to any third party contractor;
  - (ii) you have falsely represented that you are entitled to services that you are not entitled to;
  - (iii) you have assisted another person in accessing services provided by us to which they are not entitled;
  - (iv) you owe us money or have no ability to pay.
- 18. We shall not be liable for any delay or for the consequences of any delay in performing any of **our** obligations if such delay is due to any cause whatsoever beyond **our** reasonable control, and we shall be entitled to a reasonable extension of the time for performing such obligations.

- **19.** We shall only be liable for rectifying services completed by us and shall not be held responsible for ensuing damage or claims resulting from this or other services overlooked or subsequently requested and not undertaken at that time.
- 20. While we seek to meet the service needs of our customers at all times, our resources are finite and this may not always be possible. We will endeavour to complete the services within the time estimates given to you. We will inform you of any delay as soon as reasonably practical.
- **21.** We shall not be liable for any failure where such failure results from circumstances outside **our** control. Events which constitute circumstances outside **our** control include (but are not limited to) acts of God; outbreak of hostilities; riot; civil disturbance; acts of terrorism; acts of government or authority (including the refusal or revocation of any licence or consent); fire; subsidence; explosion; flood; snow, fog or other bad weather conditions; vehicle, equipment or systems failures; shortages of fuel or other necessary supplies; failure of telecommunications lines or systems; default of suppliers or subcontractors; theft; malicious damage; any refusal of access to (or inability to access) the agreed location for carrying out **services**; strike, lock out or industrial action of any kind.
- 22. If weather conditions mean that either:
  - a) it is not safe for the **engineer** to complete the **services**; or
  - b) the **services** could not reasonably be carried out to required standards,

then **we** reserve the right to rearrange an appointment. In these situations, **you** will be given as much notice as possible.

- **23.** We and our agents or sub-contractors, shall not be liable to you for any loss or damage caused by **us**, our employees, agents or sub-contractors where:
  - a) there is no breach of a legal duty owed to you by us or our employees, agents or sub-contractors;

- b) such loss or damage is not a reasonably foreseeable result of such a breach; or
- c) any loss or damage, or any increase in the same, results from any breach or omission by **you**.

We, our employees, agents or sub-contractors shall not, in any event, be liable for losses relating to any business interests you may have including, without limitation, loss of profits, loss of opportunity or of business or losses relating to business interruption.

- 24. In instructing us to perform the services, you warrant that you have obtained all necessary consents and authorisations (including but not limited to consent from the relevant planning authority and/or listed building consent) and we accept no liability where you have failed to do so. You agree to hold us harmless and make good any losses, costs or damages which we incur as a result of any claims against us for services performed without the necessary consents.
- 25. Where you are not the owner of the property:
  - by instructing us to carry out the services in relation to the property, you warrant to us that you are authorised by the owner to do so; and
  - (ii) you agree to hold us harmless and make good any losses, costs or damages which we incur as a result of any claims against us by the owner of the property alleging that, or resulting from the fact that, you were not authorised to so instruct us and/or the provision by us of services under your direction.

#### Interpretation, use of English law and language

**26.** The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of their contents.

**27.** These terms and conditions, and any agreement entered into in connection with the same, shall be interpreted in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

#### Cancellation

For a full refund **you** have 14 days to cancel **your** service.

After 14 days the fee for Annual Boiler Service is non-refundable.

# **HELPLINES**

#### **CUSTOMER SERVICE**

For questions about your policy

from the UK 0800 904 7509

from abroad +44 208 282 2901

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

#### **ANNUAL BOILER SERVICE**

For questions about your service from the UK **0800 092 1439** from abroad **+44 1737 334 268** Monday to Friday 9am-5pm.

#### CLAIMS

For new claims or help with your existing claim

from the UK **0800 092 1426** from abroad **+44 1737 334 269** 

24 hours a day, seven days a week.

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

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

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

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