



YOUR POLICY BOOK  
**SAGA SELECT  
HOME INSURANCE**

**SAGA**  
Experience is everything



# CONTENTS

## All about Saga Select Home Insurance

Welcome to Saga Select Home Insurance	3
Covering your home from top to bottom	4
Protecting your home and contents	5
Some other information you need to know	6

## Your policy in detail

Specific policy words and what they mean	11
Buildings cover	15
Buildings Accidental Damage Cover (optional)	22
Contents cover	23
Contents Accidental Damage Cover (optional)	35
Personal Belongings Cover (optional)	
– Unspecified items	36
– Specified items	38
Specified Bicycles Outside the Home Cover (optional)	39

## How to make a claim

How much we will pay	43
General Exceptions	45
General Conditions	46

## How to make a complaint

## Optional Cover

<b>Part A - General information relating to all Optional Cover policies</b>	53
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## Part B - Optional Cover policy terms

– Legal Expenses	58
– Online Safety Support Service	68
– Home Emergency	72
– Home & Heating Emergency	73
– Annual Boiler Service	88

## Your policy in detail

Saga Select Home Insurance is an insurance product provided by Ageas Retail Limited and underwritten by Ageas Insurance Limited.

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

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

## **WELCOME TO SAGA SELECT HOME INSURANCE**

Thank you for taking out home insurance with Saga.

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

Please check your Statement of Fact to make sure the policy you have chosen is appropriate for your needs.

Within this policy book, you will find information about what to do if you're not happy with your policy, what we do with your personal information and how we are doing our best to combat fraud.

You will find more specific information about your policy, including an explanation of words that have particular meanings in this book, before getting down to the real detail of exactly what you can and can't claim for. There are some things that we always exclude from cover and these are shown in the General Exceptions on pages 45-46, while the General Conditions that follow explain what you need to do to ensure you have the full protection of your policy.

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

Finally, if you need to make a claim on your policy, you can find details of how to do so on pages 41-42. For any optional cover you may have purchased please see page 52.

# COVERING YOUR HOME FROM TOP TO BOTTOM

All cover limits for the below are shown in your Statement of Fact and the Insurance Product Information Document

- 1 'New for old' contents cover.
- 2 The cost of alternative accommodation if the property cannot be lived in during a claim or during repairs.
- 3 Cover for loss of or damage to your plants, lawns, shrubs and garden contents within the property.
- 4 You are insured against water damage caused by leaking or overflowing domestic drains, water or heating installations, kitchen appliances and fixed domestic water installations.
- 5 Optional cover for Legal Expenses including our Online Safety Support Service.
- 6 Trace and access of a leak.
- 7 Optional cover for accidental damage to your television.
- 8 Cost of replacing new locks or mechanisms.
- 9 Cover for contents in your domestic garage or outbuildings at the property – except theft or attempted theft where cover is restricted.
- 10 Cover for accidental damage to cables, underground pipes and underground tanks.



## PROTECTING YOUR HOME AND CONTENTS

If something happens that damages your home or the things in it, your home insurance policy can help to put things right. But even with a claim covering costs and being swiftly settled, it is unlikely to compensate for the stress and inconvenience you may experience. Here are some preventative measures you can take to reduce your risk of loss and damage.

### Fire

**Install, test and maintain smoke detectors. You should have at least one on each floor or, ideally, one in each room.**

- Hot oil can ignite, whether you're shallow or deep frying. Never leave oil on the hob unattended. If it does catch, get the lid on the pan, turn off the hob and lay a damp, wrung-out tea towel over the top.
- Tumble dryers can get very hot if left on too long. If there is a build-up of lint, it can combust. Keep your dryer clear of fluff, stop it if it gets hot to the touch and, if it's in a laundry room or garage, fit a smoke detector near it.
- Keep candles away from curtains, upholstery and walls with plenty of room around them. Make sure candles are in a secure base to prevent them toppling over.
- The batteries in items such as laptops and phones can be volatile if they overheat or get damaged through age or accidents. Never leave anything charging overnight or while you are out. Keep an eye on the chargers themselves and don't use any that are fraying, split or have loose connections.
- Lithium batteries for appliances such as e-scooters, electric bikes and DIY tools should, wherever possible, be charged in a garage or shed. Alternatively, charge the battery in an area of your home that is covered by a smoke detector and away from doors you'd need to use to escape from a fire.
- The sun's rays can be intensified when bouncing off a magnifying mirror, or passing through a lens, cut glass or crystal. Keep ornaments made from such materials away from windowsills or bright corners. Shaving and make-up mirrors are best kept in a

cupboard or drawer, and if you have a craft magnifier, cover the lens with the protective pouch it came with.

- In hot weather, check your garden for anything dry and combustible. Put cardboard recycling and dead foliage in the right bins or take it to the tip if your bins are full. If you have an uncovered compost heap, pour a couple of buckets of water over it to soak it. Avoid barbecues during prolonged hot spells and put out cigarettes carefully.

### Cold weather

- Burst pipes can cause extensive damage. Keep your home heating at 15°C minimum even if you're away to help prevent water freezing. External pipes or those in lofts and beyond your central heating system should be lagged. If you're at home, run some water regularly as flowing water takes longer to freeze.
- Check that your main stopcock is easily accessible. Keep a spare screwdriver handy that fits any shut-off valves you have on pipework.

### Flood

- At the first warning of a flood in your area, get as much as you can upstairs or onto tables or work tops.

### Theft

- Fit motion sensor lights and cut back any tall hedges or climbers that prevent vulnerable entry points being seen.
- Use your window locks and make sure all doors are as secure as the front door.

## SOME OTHER INFORMATION YOU NEED TO KNOW

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

We will send you a renewal invitation at least 21 days before your renewal date, which will include your premium for the next year. If you originally paid for your policy by Direct Debit, or by continuous authority credit card or debit card, we will automatically renew your policy using these payment details, so you don't need to do anything if you want to renew your policy. However, if you don't want to renew, or you want to change your payment method, you will need to contact us on 0345 145 0012 to let us know. You will also need to cancel your Direct Debit mandate with the bank.

## PRIVACY NOTICE

### Who are you dealing with?

Saga Car and Home Insurance products are arranged and administered by Ageas Retail Limited and underwritten by Ageas Insurance Limited, who also provide the claims service. These products are promoted by Saga Services Limited, a wholly owned subsidiary of Saga Group Limited.

Ageas Retail Limited and Ageas Insurance limited, (collectively referred to in this Privacy Notice as **Ageas**) are the data controllers for the purpose of data protection legislation and are registered with the Information Commissioner's Office.

You can visit [www.ageas.co.uk/privacy-notice/](http://www.ageas.co.uk/privacy-notice/) to read our Privacy Notice for full details on how we use your personal information.

### Your information and what we do with it... putting your mind at rest.

Ageas collects your information to provide you with an insurance quotation.

The details provided here in this short Privacy Notice are a concise explanation of how Ageas will collect, use, share, transfer and store your information. If you wish to view the full Privacy Notices for both organisations, please refer to the contact details provided on the next page.

A smaller subset of the data collected by Ageas may be passed to Saga Services Limited, who will use it to understand their customers and market a range of products and services offered by Saga Group.

Please note that the Privacy Notice on the Ageas website includes reference to all processing activities that Ageas carries out. This includes marketing its own products and services to its customers. For Saga Services Limited customers, the marketing section of the

Ageas Privacy Notice is not applicable, and you should refer to the Saga Group Privacy Policy (link below) for details of how they market their products and services.

- **Ageas Privacy Notice**

Please go to [www.ageas.co.uk/privacy-notice/](http://www.ageas.co.uk/privacy-notice/) or contact the Ageas Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or email [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

- **Saga Group Privacy Policy**

Please go to [www.saga.co.uk/privacy-policy](http://www.saga.co.uk/privacy-policy) or contact the Saga Data Protection Officer at: Saga Group Limited, Pancras Square, London, N1C 4AG or email [data.protection@saga.co.uk](mailto:data.protection@saga.co.uk).

## Collecting your information

To provide an insurance quote and/or policy, or to manage a claim, Ageas will collect a variety of information about you either via the websites or via the telephone. Information collected will include the following, but this is not an exhaustive list:

- your full name, address, date of birth and contact details;
- details about what and/or who you would like to insure, such as the type of property, contents and valuables or if there are any joint policyholders;
- your IP address (which is a unique number identifying your computer) if going online for a quote;”
- your claims and credit history;
- any criminal offences;
- financial details, such as bank account and/or card details;
- special category (otherwise known as sensitive information) such as details about your health or existing medical conditions.

Ageas also use a number of different sources to collect other information, including from:

- you or someone connected with you, as well as publicly available sources of information like social media and networking;
- third parties' databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us;
- price comparison websites, where they have sent your personal information to us to see whether we are able to provide you with a quotation.

## Using your information

Ageas use your personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences. This is to help us to continue to improve our products and services to give you the insurance that is right for you. These uses include:

- providing you with services relating to an insurance quotation or policy, for example:
  - assessing your insurance application and arranging your insurance policy including checking databases and previous claims history;
  - managing your insurance policy including claims handling and issuing policy documentation to you.

Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this type of processing, Ageas will not be able to provide you with insurance.

- where we believe we have a justifiable reason to do so, Ageas will:
  - keep information about your current and past policies;

- use your information for the purpose of detecting fraud and its prevention;
- carry out processes such as statistical, trend and market research in relation to the products and/or services offered, as well as analysis and modelling which may include computerised processes that profile you;
- record and monitor calls for training purposes;

Please note that if you have given us information about someone connected to you, it would be for you to have confirmed that you have their permission to do so.

### **How Saga Group Limited contacts you about their products and services**

Saga Group Limited may contact you by post, email and/or telephone, but only if they have collected the appropriate marketing permissions.

Saga Group Limited may use this information to inform you about other products and or/services that they offer. Should you no longer want to be contacted about other products and services, just let them know by either:

- writing to the Saga Group Limited Data Protection Officer at the address provided above; or,
- emailing the Data Protection Officer at [data.protection@saga.co.uk](mailto:data.protection@saga.co.uk)

### **Use of your personal information when using Ageas websites and email communications**

When you request an insurance quotation your information is collected by Ageas and may include your email and/or IP address. Ageas will also use cookies and/or pixel tags on some pages of our websites. Useful information about cookies, including how to remove them, can be found on the Ageas website or at the bottom of the

'Car or Home Insurance Quote' page and on the Saga Group website under the 'Cookie Settings' section.

### **Sharing your information**

Ageas share your information with a number of different organisations such as:

- other insurers, business partners, agents or carefully selected third parties who either provide a service to us or on our behalf or where we provide services in partnership with them;
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law;
- fraud prevention and credit reference agencies;
- other companies when we are using their products and services which we consider may improve our services to you or our business processes.

Unless required to by law, Ageas would never share your personal data without the appropriate and necessary care and safeguards being in place. To learn more about how Saga Group share your information, please visit their Privacy Policy by using the details provided at the top of this Privacy Notice.

### **Keeping your information**

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal, regulatory, tax and accounting obligations.

We also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please see our full Privacy Notice on our website for more details.

## Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). Ageas or our service providers may use cloud-based computer systems i.e. networks, systems and remote servers to process and store your information, to which foreign law enforcement agencies may have the power to access. Ageas will not transfer your information outside the UK unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

## Dealing with others acting on your behalf

Ageas will deal with individuals you nominate and third parties we reasonably believe to be acting on your behalf, but only if they are able to answer our data protection and security questions. For your protection, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to, or your power of attorney should you want to change your contact address or policy coverage, make a claim or cancel your policy.

## Your rights

You have a number of rights in relation to the information that Ageas hold about you, including:

- asking for access to and a copy of your personal information;
- asking us to correct, delete or restrict the use of your personal information;
- asking us to move, copy or transfer your personal information to a third party (known as 'data portability');
- objecting to the use of your personal information or to an automated decision including profiling;

- withdrawing any previously provided permission for us to use your personal information;
- complaining to the Information Commissioner's Office at any time if you object to the way Ageas use your personal information.

To make a request for any of the rights detailed above, please contact Ageas using the contact information found at the beginning of this Privacy Notice.

Please note that there are times when Ageas will not be able to delete your personal information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

## 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.

Ageas 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 Ageas deals with your request for insurance, it may search these registers. Under the conditions of your policy, you must tell Ageas about any incident (such as an accident or theft) that could lead to a claim. When you tell Ageas about an incident, we will pass information relating to it to the registers.

As part of the Ageas 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.

## The language and law applicable to this policy

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

## Working from home

**Your** Saga Select Insurance policy covers **you** for working from **home** for clerical use only. This is providing the sum insured for business equipment in **your Statement of Fact** is adequate and there must be no external visitors or staff connected to **your** work.

**You** must tell us if **your home** is being used for any other business purpose.

## SPECIFIC POLICY WORDS AND WHAT THEY MEAN

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

There are other words with specific meanings listed under the Legal Expenses Cover section on page 58, the Online Safety Support Service section on page 68 and the Home Emergency and Home & Heating Emergency section on page 72. **You** should also look at these. **Your Statement of Fact** will show **you** if **your** policy includes this section.

<b>Accidental damage</b>	Unexpected and unintended damage caused by sudden means which is not deliberate.
<b>Accidental loss</b>	Unexpected and unintended physical loss.
<b>Associated costs</b>	The cost of clearing a site, demolition, shoring up or propping up the <b>buildings</b> to carry out repairs.
<b>Bedroom</b>	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
<b>Bicycle(s)</b>	Any pedal cycle, tricycle or unicycle and their accessories. This includes electrically assisted pedal cycles (maximum assisted speed 15.53 mph) and their accessories, but not any other motorised or electric vehicles of any kind.
<b>Bogus officials</b>	Anyone falsely claiming to be a representative from an organisation, company or governing body, in order to gain unforced access into <b>your home</b> .

### Buildings

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

### Business equipment

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

### Cancellation fee

The amount shown in **your** documents that **we** may charge to cancel **your** insurance policy before **your** renewal date.

### Contents

1. Household goods, including tenant's interior decorations, **valuables** and **personal belongings**.
2. **Bicycles** while in the **home**.
3. **Fixtures and fittings** which belong to **you** as tenant of **your home**.
4. Floor coverings such as carpets or re-usable (click-together) laminate flooring that is not glued down and/or secured around the perimeter of the room.
5. Satellite dishes, radio and television aerials, fittings and masts fixed to **your home**.
6. **Personal money** and **credit cards**.

**Contents** are only covered if:

- a) they belong to **you**;

- Contents (Cont.)** b) **you** are responsible for them under a hiring or legal agreement; or  
c) **you** are legally liable for them.

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

- a) **motorised vehicles** and their trailers, trailer tents, caravans, horseboxes, boats (unless models or hand propelled), aircraft including drones, or their accessories and parts.  
b) any living creature.

The following are not included as **contents** but have their own sections within **contents** cover:

- a) **business equipment**  
b) **bicycles** away from the home (**your Statement of Fact** shows if **you** have Personal Belongings Cover included)  
c) **garden contents** and trees, shrubs, or plants  
d) medical equipment on loan.

**Credit cards** Bank, charge, cheque guarantee, credit, debit and cash dispenser cards **you** hold for personal purposes.

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

**Excess** The first part of any claim which **you** must pay. **We** show the **excess** amounts in **your Statement of Fact**.

**Flood** By flood, **we** mean water that comes into **your buildings** from outside and which enters at the ground floor or below.

### **Fixtures and fittings**

Built-in furniture, built-in **kitchen appliances**, fixed glass and sanitary ware, solar panels and their battery units, heat pumps, fixed electric vehicle charging points, pipes, ducts, wires, cables, switches, fires, boilers, radiators, storage heaters, fixed wall, ceiling, and floor coverings other than carpets or re-usable (click-together) laminate flooring that is not glued down and/or secured around the perimeter of the room.

### **Garden contents**

Items that are designed to be kept either temporarily or permanently in the garden within the boundaries of the land belonging to **your home**, including garden furniture, unfixed garden storage units, garden tools and equipment, barbecues, portable hot tubs, children's play equipment, garden ornaments, hutches and coops including their accessories, plant containers, freestanding greenhouses, ponds and their accessories, outdoor heating and lighting, freestanding garden structures, canopies and trellis work, that **you** own.

**Garden contents** do not include **outbuildings**, fences, gates or ride-on mowers and their accessories.

### **Good state of repair**

In a good condition and looked after properly.

This includes but is not limited to:

- **your home** being structurally sound
- that there are no signs of ongoing problems including dry rot, corrosion, damp or pest infestation.
- that the roof does not leak and has been properly maintained.

<b>Ground heave</b>	The upward or sideways movement of the site on which <b>your buildings</b> are situated caused by the swelling of the ground.	<b>Personal belongings</b>	Clothing (including items of leather and sheepskin) and personal items including sports equipment (other than those excluded under <b>contents</b> ) designed to be worn or carried, camping equipment (excluding trailer tents) and items used in daily life such as wheelchairs or pushchairs. This does not include: <ul style="list-style-type: none"> <li>• <b>valuables or personal money;</b></li> <li>• <b>bicycles.</b></li> </ul>
<b>Home</b>	The private dwelling at the address in <b>your Statement of Fact</b> and any <b>outbuildings</b> forming part of the <b>property</b> .	<b>Personal money</b>	Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps and certificates, unused current postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phone cards and trading stamps including television licence, gas, electricity and phone stamps <b>you</b> hold for personal purposes. <p><b>Personal money</b> does not include:</p> <ul style="list-style-type: none"> <li>• lottery and raffle tickets;</li> <li>• air miles vouchers and cards;</li> <li>• promotional vouchers and cards;</li> <li>• <b>credit cards;</b> or</li> <li>• cryptocurrencies and other virtual currencies.</li> </ul>
<b>Insurer(s)</b>	The insurer(s) shown in <b>your Statement of Fact</b> .	<b>Policyholder</b>	The person(s) named in <b>your Statement of Fact</b> .
<b>Kitchen appliances</b>	Dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which <b>you</b> own.	<b>Property</b>	The <b>buildings</b> and the land within its boundary.
<b>Landslip</b>	Sudden movement of soil on a slope or gradual creep of a slope over a period of time.	<b>Settlement</b>	The natural movement of new properties in the months and years after they are built.
<b>Motorised vehicles</b>	Any electrically or mechanically powered vehicles other than: <ul style="list-style-type: none"> <li>• vehicles used as domestic gardening equipment within the boundaries of the land belonging to <b>your home;</b></li> <li>• vehicles designed to help infirm or disabled people (as long as the vehicles are not registered for road use);</li> <li>• golf carts and trolleys; and</li> <li>• pedestrian-controlled toys and models.</li> </ul>		
<b>Outbuildings</b>	Permanent and immovable secondary structures which are within the boundary of, belonging to, and are for the sole private use of, the <b>property</b> . This includes fixed sheds and greenhouses, summer houses, stables and barns, and domestic garages. <b>Outbuildings</b> does not include temporary or movable structures such as tents or movable sheds; see <b>garden contents</b> .		

<b>Statement of Fact</b>	This is a document that <b>you</b> will have been given when <b>you</b> set up <b>your</b> policy. It contains all the specific details of <b>your</b> policy, such as the <b>sum insured</b> and the dates when the policy starts and ends. It will also include the address of the <b>property</b> that is insured along with details of the <b>excesses</b> and whether any of the optional elements of cover are included or not. <b>We</b> will issue <b>you</b> a new <b>Statement of Fact</b> each time <b>you</b> renew or change <b>your</b> policy.	<b>Unoccupied</b>	When <b>your home</b> has not been, or will not be, lived in by <b>you</b> , or a person authorised by <b>you</b> , for more than 60 days in a row. By lived in, <b>we</b> mean activities, which must include bathing, cooking, eating and sleeping overnight, all of which are frequently carried out in <b>your home</b> . Regular visits to the <b>home</b> , or occasional overnight stays would not count as a break in this period. If <b>you</b> are planning on being away for more than 60 days in a row, please let <b>us</b> know. Just to be clear, when <b>we</b> use the word 'unoccupied' under 'What's not covered', <b>we</b> will apply this from the first day of when <b>you</b> plan to be away from <b>your</b> home. If <b>you</b> are unable to be at <b>your</b> home due to unforeseen or unexpected circumstances, <b>we</b> will apply this from day 61. Certain parts of <b>your</b> cover will not be valid, even if the damage or loss <b>you</b> are claiming for takes place in the first 60 days while <b>you</b> are away.
<b>Storm</b>	<p>A period of violent weather defined as:</p> <p>Wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort Scale) or;</p> <p>Torrential rainfall at a rate of at least 25mm per hour or;</p> <p>Snow to a depth of at least one foot (30 cm) in 24 hours or;</p> <p>Hail of such intensity that it causes damage to hard surfaces or breaks glass.</p>	<b>Valuables</b>	Jewellery, watches, clocks, furs, articles made of gold, silver and other precious metals, precious stones, pictures, works of art and collections of stamps, coins and medals which <b>you</b> own or are in <b>your</b> possession.
<b>Subsidence</b>	Downward movement of the site on which the <b>buildings</b> are situated by a cause other than the weight of the <b>buildings</b> themselves.	<b>We, our, us</b>	This refers to Ageas, a trading name of Ageas Retail Limited and its sister company Ageas Insurance Limited.
<b>Sum insured</b>	The amount shown in <b>your Statement of Fact</b> as the most <b>we</b> will pay for any number of claims from the same event.	<b>You, your</b>	The person or people shown in the <b>Statement of Fact</b> as the <b>policyholder</b> and your husband, wife or partner (including civil partner), children (including children of your husband, wife or partner and adopted and foster children) and any other person, who permanently live with you in your <b>home</b> . This does not include lodgers and other guests.

## BUILDINGS COVER

**Your Statement of Fact** shows if **you** are covered under this section of the policy and the sum insured. This also shows the most **we** will pay for any one claim and the **excesses** that apply. Please read **your** policy wording and **Statement of Fact** carefully to check the cover provided meets **your** needs.

We cover the following	We do not cover the following
<b>Your buildings</b>	<p>The General Exceptions shown on pages 45-46.</p> <p>The <b>excess</b> shown in <b>your Statement of Fact</b>. Please note that the <b>excess you</b> must pay can depend on the type of claim. If <b>you</b> claim against both the Buildings and Contents section of <b>your</b> combined policy, <b>you</b> will need to pay both excesses.</p> <p>Fees which <b>you</b> incur:</p> <ul style="list-style-type: none"><li>• for preparing <b>your</b> claim; or</li><li>• without <b>our</b> permission.</li></ul>

You are insured against loss or damage to <b>your buildings</b> by the following causes:	You are not insured against loss or damage in the following circumstances:
<ol style="list-style-type: none"><li data-bbox="87 620 751 642">1. Fire, smoke, lightning, explosion, earthquake, <b>storm</b> and <b>flood</b>.</li></ol> <hr/> <ol style="list-style-type: none"><li data-bbox="87 1012 389 1034">2. Theft or attempted theft.</li></ol>	<p><b>We</b> will not cover damage caused by the gradual seepage, or percolation of water into a building, such as rising damp or failure of damp proofing. To be clear, when <b>we</b> use the term percolation <b>we</b> mean the gradual movement of water through porous materials.</p> <p>Caused by <b>storm</b> or <b>flood</b> to gates, hedges or fences.</p> <p>Caused by wind, hail, rain, or snow unless <b>storm</b> conditions were present as listed in the definition on page 14. Bad weather can highlight a defect rather than cause it, and damage resulting from a lack of proper maintenance will not be covered.</p> <p>Caused by scorching, singeing, melting, warping or any forms of heat damage caused without flames. However, if selected, <b>you</b> may be able to claim under the Buildings Accidental Damage Cover section (see page 22).</p> <hr/> <p>If <b>your home</b> was <b>unoccupied</b> at the time of the loss or damage.</p>

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

**3.** Escape of water (water damage) as a result of a burst, leaking or overflowing fixed domestic drain, water or heating installation, **kitchen appliance** or fixed domestic water piping/pipes. This includes damage to any fixed domestic water installation caused by freezing or bursting.

If **your buildings** are damaged by leaking water or oil please see point 5 below on [Trace and access](#) for information on locating the source of the leak.

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

**5.** Trace and access.

If **your buildings** are damaged by leaking water or oil, **we** will pay for locating the section of pipe which is the source of the damage, including the reinstatement of any wall, flooring or ceiling removed or damaged during the search and the repair of the leaking water or oil pipes.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

Where the source of the water damage is undetermined **we** may ask **you** to instruct a plumber to investigate and provide us a Cause of Damage report as evidence of a valid claim under this section. The cost of this investigation, which **we** must agree to in advance, will be included if **your** claim is accepted.

**6.** Collision or impact by:

- vehicles;
- aircraft or other aerial devices, or anything falling from them;
- animals;
- aerials, masts or satellite dishes, including their fittings.

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

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

Caused by **subsidence, ground heave, settlement** or **landslip**.  
Caused by the failure or lack of grout and/or sealant.

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

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

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

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

Repair to underground services, including broken clay pipes or collapsed pitch-fibre drains, as a result of wear and tear.

Where no damage to **your buildings** has occurred.

Any incurred costs not agreed with **us** in advance.

Caused by **your** pets.

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

7. Falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the object which has caused the loss or damage, except any part of a tree which is underground.

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

9. Malicious acts or vandalism.

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

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

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

Loss of or damage to fences, hedges, or gates.

The cost of cutting down or removing a tree which has not caused damage to the **property**.

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

Caused by:

- coastal or riverbank erosion;
- demolition, structural alterations or structural repairs;
- faulty design;
- foundations which did not meet buildings regulations at the time of construction;
- any loss or damage where compensation is provided by contract or legislation;
- **settlement**;
- damage to solid floor slabs or damage resulting from their movement unless the foundations under the outside walls of **your home** are damaged at the same time by the same cause; or
- damage to the **buildings** caused by the action of chemicals or by the reaction of chemicals with any materials which form part of the **buildings**.

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

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

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

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

**12.** Fees and other costs

After loss or damage insured by this section:

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

**13.** Alternative accommodation

Where **your home** cannot be lived in as a result of loss or damage insured by the Buildings cover section of **your** policy and, if selected, the Buildings Accidental Damage Cover option (see page 22). The costs that **we** agree in advance are to cover:

- **your** alternative accommodation in a suitable property for **you** and **your** domestic pets;
- any rent that **you** would have received;
- rent **you** still have to pay including up to two years' ground rent.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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

Where the cause is faulty design or workmanship or use of faulty materials in the original installation or any subsequent maintenance work.

Clearing blocked drains, unless the blockage was caused by **accidental damage** to the drain itself.

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

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

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

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

**14. Compulsory Evacuation – rent and other accommodation**

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

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

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

- rent **you** are responsible for paying; and
- **your** alternative accommodation in a suitable property for **you** and **your** domestic pets.

**15. Emergency Entry**

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

**16. Lock replacement**

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

**17. Selling your home**

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

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

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

Check **your Statement of Fact** for the **excess** that applies under this section.

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

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

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

**18. Your legal liability as owner of the buildings:**

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

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover. **We** will also pay defence costs and expenses, which **we** agree to in writing.

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

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

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

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover. **We** will also pay defence costs and expenses, which **we** agree to in writing.

**19. Trauma cover**

- a. Following a violent crime committed against **you** by a third party at **your home** or forcible and violent entry to **your home**, **we** will pay for:

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

Liability for:

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

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

Liability as a result of:

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

Liability for loss, damage, injury, legal costs, and any money **you** are legally obligated to pay to others, if **you** are covered under a more specific liability policy or contract for the same event. This includes, but is not limited to, policies such as pet or travel insurance.

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

- Temporary accommodation up to a maximum of seven days after the event and/or to carry out agreed improvements to physical security at the **home**; and
  - Necessary conveyancing, removal and estate agency fees if within 90 days **you** feel compelled to move house and had not already planned to do so.
- b. Following a claim made and accepted on this policy **we** will pay for professional counselling fees.
- c. Necessary alterations to the **home** if **you** are permanently disabled as a direct result of an accident in the **home** during the period of insurance as indicated in **your** policy or **Statement of Fact**. **We** must be given permission to obtain medical reports or records from any medical practitioner who has treated **you**.
- Check **your Statement of Fact** to see how much **your** claims limits are for this part of **your** cover.

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

- b. Counselling fees more than 180 days after a claim has been made on this section of the policy.
- Counselling fees where a claim has been made under the contents section of **your** policy.
- c. Where a pre-existing condition has contributed to the permanent disability or the permanent disability was not caused solely by an accident in **your home**.
- Any costs if the permanent disability suffered is caused by or is as a result of:
- attempted suicide or self-inflicted injury;
  - participation in an illegal act as determined by United Kingdom legislation.
- Costs for necessary alterations to **your home** before 12 months of continuous disablement has elapsed after the date of the accident or where a registered doctor has not confirmed a diagnosis of permanent disablement.
- The cost of obtaining any medical evidence to support the claim.
- Claims notified to us more than 18 months after the accident date.

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

## BUILDINGS ACCIDENTAL DAMAGE COVER (optional)

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

We cover the following	We do not cover the following
<p><b>Accidental loss or accidental damage to your buildings.</b></p> <p>When <b>we</b> use the term <b>accidental damage</b>, <b>we</b> mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"><li>• wear and tear or something that occurs gradually over a period of time;</li><li>• insects, parasites or vermin (other than squirrels);</li><li>• fungus or mildew;</li><li>• atmospheric or climatic conditions, frost or the action of light;</li><li>• alterations, repairs, maintenance, restoration, dismantling or renovating;</li><li>• any process of cleaning, drying, dyeing, heating or washing;</li><li>• chewing, scratching, tearing or fouling by pets;</li><li>• faulty design or workmanship or using faulty materials;</li><li>• mechanical or electrical breakdowns or failure;</li><li>• demolition, structural alterations or structural repairs; or</li><li>• loss or damage caused by <b>settlement</b>.</li></ul> <p>Loss or damage while any part of <b>your home</b> is lent, let, sublet or shared (excluding live-in carers).</p> <p>Loss or damage shown as not insured under paragraphs 1 to 11 of the Buildings cover section (see pages 15-18).</p>

## CONTENTS COVER

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

We cover the following	We do not cover the following
<p><b>Your contents</b></p> <p>Where they are insured:</p> <ul style="list-style-type: none"><li>- in <b>your home</b> or within the boundaries of <b>your home</b>.</li><li>- while stored in a bank, safe deposit or in the strongroom of a bank or solicitor's offices.</li></ul>	<p>The General Exceptions shown on pages 45-46.</p> <p>The <b>excess</b> shown in <b>your Statement of Fact</b>.</p> <p>Any amount above the limit shown on <b>your Statement of Fact</b> for a single item, collection or set of <b>valuables</b> or <b>personal belongings</b> unless specified on <b>your Statement of Fact</b>.</p> <p>Financial securities, certificates or documents of any kind, unless they are stored in a bank safe deposit or in the strong room of a bank or solicitor's offices.</p> <p>Shortages of <b>personal money</b> due to errors and/or omissions.</p>
<p><b>You are insured against loss or damage to your contents</b> by the following causes:</p> <ol style="list-style-type: none"><li>1. Fire, smoke, lightning, explosion, earthquake, <b>storm</b> and <b>flood</b>.</li></ol>	<p><b>You are not insured against loss or damage in the following circumstances:</b></p> <p><b>We</b> will not cover damage caused by the gradual seepage, or percolation of water into a building, such as rising damp or failure of damp proofing. To be clear, when <b>we</b> use the term percolation <b>we</b> mean the gradual movement of water through porous materials.</p> <p>Caused by scorching, singeing, melting, warping or any forms of heat damage caused without flames. However, if selected, <b>you</b> may be able to claim under the Contents Accidental Damage Cover section (see page 35).</p> <p>Caused by wind, hail, rain, or snow unless <b>storm</b> conditions were present as listed in the definition on page 14. Bad weather can highlight a defect rather than cause it, and damage resulting from a lack of proper maintenance will not be covered.</p>

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

**2.** Theft or attempted theft.

The most **we** will pay for any one claim for loss of or damage to **contents** contained in outbuildings at the **property** or **your** domestic garages is specified in **your Statement of Fact**.

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

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

**5.** Collision or impact by:

- vehicles;
- aircraft or other aerial devices, or anything falling from them;
- animals;
- aerials, masts or satellite dishes, including their fittings.

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

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

**8.** Malicious acts or vandalism.

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

While **your home** or any part of it is lent, let, sublet or shared (excluding live-in carers), unless there is forcible and violent entry or exit from it.

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

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

Keys and key fobs for **motorised vehicles**.

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

Caused by the failure or lack of grout and/or sealant.

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

Caused by **your** pets.

Arising from felling, lopping or topping of trees.

Caused by coastal or river erosion.

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

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

The erasure or distortion of information on computer equipment.

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

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

10. Alternative accommodation

**We** will pay during any one accepted claim where **your home** cannot be lived in as a result of loss or damage insured by the Contents cover section of **your** policy and, if selected, the Contents Accidental Damage Cover option (see page 35).

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

- **your** alternative accommodation in a suitable property for **you** and **your** domestic pets;
- the cost of temporary storage of **your contents**.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

11. **Personal money and credit cards**

Financial loss anywhere in the world following the fraudulent use of any **credit card**. The card must be issued in the United Kingdom.

**Your** personal money anywhere in the world.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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

Financial loss where:

- the loss of the card has not been reported to the police and the card company within 24 hours after discovering the loss;
- the card company's terms and conditions have been broken;
- **you** have used the card fraudulently;
- there has been unauthorised use by **you** or **your** family; or
- there has been theft by **bogus officials** (other than as described in section 19 on page 28).

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

Check **your Statement of Fact** for the **excess** that applies under this section.

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

**12. Deterioration of food**

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

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

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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**13. Lock replacement**

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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**14. Metered water or heating oil**

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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**15. Contents** in the open

The **contents** are insured while they are outdoors but within the **property** against loss or damage as a result of causes in paragraphs 1 to 9 of this section (see pages 23-25).

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

Caused by the deliberate act of the supply authority.

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

Check **your Statement of Fact** for the **excess** that applies under this section.

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

Check **your Statement of Fact** for the **excess** that applies under this section.

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

Claims for finding or fixing any leaks under this section of cover.

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Caused by **storm, flood** or shown as not insured under paragraphs 1 to 9 of this section (see pages 23-25).

To:

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

**16. Contents temporarily removed**

Loss or damage as a result of causes in paragraphs 1 to 9 of this section (see pages 23-25) while the **contents** are temporarily away from **your home** but within the United Kingdom, Channel Islands and Isle of Man.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover. There are separate claim limits in this section for loss or damage caused by theft or attempted theft to **contents** contained in a domestic garage or **outbuilding**.

**17. Visitors' personal belongings**

Loss or damage as a result of causes in paragraphs 1 to 9 of this section (see pages 23-25) to **personal belongings** belonging to **your** visitors.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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

- plants, trees, lawn or shrubs;
- **valuables** or **personal money**; or
- **garden contents** (these are covered under paragraph 27 of this section, titled Garden Cover (see page 30)).

Shown as not insured under paragraphs 1 to 9 of this section (see pages 23-25).

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

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

To **bicycles**.

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

To **contents** temporarily in halls of residence or other term-time student accommodation.

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

To **personal belongings** which:

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

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

**18. Carers' personal belongings**

Loss or damage as a result of causes in paragraphs 1 to 9 of this section (see pages 23-25) to **personal belongings** belonging to **your** carer (who does not live with **you** permanently) whilst in **your home**.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

**19. Theft by bogus officials**

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

**20. Medical equipment on loan**

Loss or damage within the United Kingdom, Channel Islands and Isle of Man as a result of causes in paragraphs 1 to 9 of this section (see pages 23-25) to specialist medical equipment (e.g. wheelchair) on loan from a UK-based hospital, local authority, the Red Cross or a relevant mobility shop.

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover. There are separate claim limits in this section for loss or damage caused by theft or attempted theft to **contents** contained in a domestic garage or **outbuilding**.

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

To **personal belongings** which:

- are covered by other insurance; or
- are shown as not insured under paragraphs 1 to 9 of this section (see pages 23-25).

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

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

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

Caused by **your** pets.

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

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

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

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

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

**21. Religious festival increase**

**We** will automatically increase the maximum claim limit on **your** policy by the amount shown on **your Statement of Fact** during the month of any religious festivals to cover gifts and extra food and drink **you** buy.

**22. Wedding, civil partnership, birthday and anniversary increase**

**We** will automatically increase the maximum claim limit on **your** policy by the amount shown on **your Statement of Fact** for a month before and after **your** wedding or civil partnership ceremonies, birthdays or anniversaries.

**23. Fatal accident**

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

**24. Household removal**

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

**25. Business equipment**

**We** will pay for loss of or damage to **business equipment** within **your home** as a result of causes in paragraphs 1 to 9 of this section (see pages 23-25).

**Check your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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

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

Shown as not insured under causes 1 to 9 of this section (see pages 23-25).

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

**26.** Title deeds

**We** will pay to replace the title deeds of **your property** following loss or damage as a result of causes in paragraphs 1 to 9 of this section (see pages 23-25) while they are in **your home**.

**27.** Garden cover

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

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

**28.** **Your** liability to others

**A. Your** liability as occupier of the **buildings**:

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

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

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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

Loss or damage caused by:

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

**1.** Liability for:

- loss of or damage to property (other than temporary holiday accommodation) which belongs to or is in the care of **you** or anyone **you** employ;
- physical injury or illness suffered by **you** or **your** employees; or
- loss, damage, injury, legal costs and any money **you** are legally obligated to pay to others, if **you** are covered under a more specific liability policy or contract for the same event. This includes, but is not limited to, policies such as pet or travel insurance.

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

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

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

**B. Your personal liability:**

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

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

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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

4. Liability as a result of any agreement or contract, unless **you** would have been liable anyway.
5. Liability as a result of the ownership, custody, control or use of:
  - firearms (other than legally held shotguns or airguns for sporting activities);
  - animals (other than horses or pets) kept at **your home**;
  - horses while being used for hunting, racing or playing polo;
  - pets which are not normally domesticated in the United Kingdom;
  - liability for loss, damage, injury, legal costs and any money **you** are legally obligated to pay to others, if **you** are covered under a more specific liability policy or contract for the same event. This includes, but is not limited to, policies such as pet or travel insurance; or
  - any dog referred to in or designated under Section 1 of the Dangerous Dogs Act 1991, Control of Dogs (Scotland) Act 2010 or the Dangerous Dogs (Northern Ireland) Order 1991 SI 2292 (NI 21) or any subsequent amending legislation.
6. Liability as a result of:
  - a direct or indirect consequence of assault or alleged assault; or
  - any deliberate or wilful or malicious act; or
  - any illness or disease **you** or **your** family pass onto someone else.
7. Liability as a result of **you** owning, possessing or using road vehicles or other mechanically propelled or assisted vehicles (including powered transporters such as e-scooters and hoverboards) except:
  - domestic gardening equipment used within the boundary of the **property**; or

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

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

- electric wheelchairs, mobility scooters (not covered if registered for road use), golf buggies and trolleys, or
  - remote-controlled or battery-powered models or toys, or
  - use of a vehicle only where **you** are a passenger and have no right of control.
- 8. Liability as a result of **you** owning, possessing or using:**
- caravans (other than temporary holiday accommodation), horse boxes, trailers or trailer tents; or
  - aircraft, drones or hovercraft.
- 9. Liability as a result of **you** owning, possessing or using boats (other than temporary holiday accommodation), boards or any other craft or equipment designed for use in or on water except:**
- pedestrian-controlled models or toys;
  - hand- or foot-propelled boats which **you** do not own.

Liability for loss, damage, injury, legal costs and any money **you** are legally obligated to pay to others, if **you** are covered under a more specific liability policy or contract for the same event. This includes, but is not limited to, policies such as pet or travel insurance.

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

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**C. Your liability to **you** domestic employees:**

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

Check **your Statement of Fact** to see how much **you** claims limit is for this part of **you** cover.

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

**D.** Unrecoverable court awards:

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

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

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

**E.** **Your** liability as a tenant

**We** will insure **you** for all amounts which **you** have legal liability to pay as a tenant and not as owner of **your buildings** under a tenancy agreement for **your buildings** for any cause covered by paragraphs 1 to 4 and 6 to 11 of the Buildings cover section on pages 15-18 and, if Contents Accidental Damage Cover is selected, **accidental damage** to:

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

Check **your Statement of Fact** to see how much **your** claims limit is for this part of **your** cover.

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

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

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

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

The General Exceptions shown on pages 45-46.

The **excesses** shown in **your Statement of Fact**.

Fees which **you** incur:

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

Loss or damage shown as not insured under paragraphs 1 to 4 and 6 to 11 of the Buildings cover section (pages 15-18).

**Accidental damage** caused:

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

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

**29. Trauma cover**

- a. Following a claim made and accepted on this policy **we** will pay for professional counselling fees for **you**.
- b. **Accidental damage to your contents in your home** caused by human bodily fluids as a consequence of death, physical injury requiring medical attention or resulting from illness or disease.

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

- a. Counselling fees where a claim has been made under the buildings section of **your** policy.  
Counselling fees more than 180 days after a claim has been made on this section of the policy.
- b. Any costs:
  - if the damage is caused by or is a result of participation in an illegal act as determined by United Kingdom legislation;
  - where there is nobody permanently living in the **home** following the death of the only resident(s);
  - if **you** are able to claim under the optional **accidental damage** section of this policy.

## CONTENTS ACCIDENTAL DAMAGE COVER (optional)

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

We cover the following	We do not cover the following
<p><b>Accidental loss</b> of or <b>accidental damage</b> to <b>your contents</b>.</p> <p>When <b>we</b> use the term <b>accidental damage</b>, <b>we</b> mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.</p>	<p>Loss or damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• wear and tear or something that occurs gradually over a period of time;</li><li>• insects, parasites or vermin (other than squirrels);</li><li>• fungus or mildew;</li><li>• atmospheric or climatic conditions, frost or the action of light;</li><li>• alterations, repairs, maintenance, restoration, dismantling or renovating;</li><li>• any process of cleaning, drying, dyeing, heating or washing;</li><li>• chewing, scratching, tearing or fouling by <b>your</b> pets;</li><li>• faulty design or workmanship or using faulty materials;</li><li>• mechanical or electrical breakdowns or failure; or</li><li>• demolition, structural alterations or structural repairs to <b>your buildings</b>.</li></ul> <p>The erasure or distortion of information on computer equipment.</p> <p>Loss or damage while any part of <b>your home</b> is lent, let, sublet or shared (excluding live-in carers).</p> <p>If <b>your home</b> was <b>unoccupied</b> at the time of the loss or damage.</p> <p>Loss or damage shown as not insured under paragraphs 1 to 9 of the Contents cover section (see pages 23-25).</p> <p>Loss of or damage to <b>personal money</b> and <b>credit cards</b> or deterioration of food are not covered under this section as they have their own sections; see page 25.</p>

## PERSONAL BELONGINGS COVER (optional)

### Personal Belongings – Unspecified Items

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

We cover the following	We do not cover the following
<p><b>Valuables, personal belongings</b> and <b>bicycles</b>, which belong to <b>you</b> or which <b>you</b>:</p> <ul style="list-style-type: none"><li>– are responsible for under a hiring or legal agreement; or</li><li>– have in <b>your</b> custody and are legally liable for.</li></ul> <p>The most <b>we</b> will pay for any one claim caused by theft or attempted theft from a motor vehicle that is not occupied is shown in <b>your Statement of Fact</b>.</p> <p>The most <b>we</b> will pay for any single item, collection or set is shown in <b>your Statement of Fact</b>.</p> <p>The most <b>we</b> will pay per event is the amount shown in <b>your Statement of Fact</b>.</p> <p>Where they are insured:</p> <p><b>Valuables</b> and <b>personal belongings</b> – anywhere in the world in <b>your</b> custody or control.</p> <p><b>Bicycles</b> – anywhere in the United Kingdom, Channel Islands, Isle of Man, or in Europe for up to 60 days in a row.</p>	<p>The General Exceptions shown on pages 45-46.</p> <p>The <b>excess</b> shown in <b>your Statement of Fact</b>.</p> <p><b>Valuables, personal belongings</b> or <b>bicycles</b> in the custody or control of any member of <b>your</b> family whilst they are living away from the <b>home</b> in halls of residence or any other term-time student accommodation.</p> <p><b>Bicycles</b> – any claim outside the United Kingdom, Channel Islands, Isle of Man or Europe unless <b>we</b> specifically agree beforehand to provide cover and <b>you</b> pay any extra premium <b>we</b> require.</p> <p>Loss of or damage to <b>your bicycles</b> when in Europe for more than 60 days in a row, unless <b>we</b> specifically agree beforehand to provide cover and <b>you</b> pay any extra premium <b>we</b> require.</p> <p>Keys and key fobs for <b>motorised vehicles</b>.</p>

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

**Accidental loss** or **accidental damage** in addition to the causes in paragraphs 1 to 9 of the Contents cover section (see pages 23-25).

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

Shown as not insured under paragraphs 1 to 9 of the Contents cover section (see pages 23-25).

Caused by or arising from:

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

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

Caused by theft or attempted theft from unattended motor vehicles, unless the items are kept hidden in a closed glove compartment or boot and the vehicle is locked with all windows closed.

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

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

Cuts to tyres or burst tyres.

Scratching or denting to **bicycles**.

## Personal Belongings – Specified Items (optional)

This section is an additional cover option available with any contents only or combined buildings and contents policy. **Your Statement of Fact** shows if **you** are covered under this section of the policy and all items covered are listed under the specified item section. It is **your** responsibility to make sure the **sum insured** for each specified item is high enough to fully cover the cost of replacing it as new, and to keep those values up to date on **your** policy.

We cover the following	We do not cover the following
<p>Items specified in <b>your Statement of Fact</b> which belong to <b>you</b> or which <b>you</b>:</p> <ul style="list-style-type: none"> <li>– are responsible for under a hiring or legal agreement; or</li> <li>– have in <b>your</b> custody and are legally liable for.</li> </ul> <p>The most <b>we</b> will pay for any item, collection or set is the amount specified in the <b>Statement of Fact</b>.</p> <p>The most <b>we</b> will pay for any one claim caused by theft or attempted theft from a motor vehicle that is not occupied is shown in <b>your Statement of Fact</b>.</p> <p>Anywhere in the world in <b>your</b> custody or control.</p>	<p>The General Exceptions shown on pages 45-46.</p> <p>The <b>excess</b> shown in <b>your Statement of Fact</b>.</p> <p><b>Valuables</b> and <b>personal belongings</b> in the custody or control of any member of <b>your</b> family whilst they are living away from the <b>home</b> in halls of residence or any other term-time student accommodation.</p> <p><b>Bicycles.</b></p> <p>Theft of any electrically or mechanically powered vehicle which has been left unattended away from the <b>property</b> along with the key or other starting device.</p>

You are insured against loss or damage by the following causes:	You are not insured against loss or damage in the following circumstances:
<p><b>Accidental loss</b> or <b>accidental damage</b> in addition to the causes in paragraphs 1 to 9 of the Contents cover section (see pages 23-25).</p>	<p>Shown as not insured under paragraphs 1 to 9 of the Contents cover section (see pages 23-25).</p> <p>Caused by or arising from:</p> <ul style="list-style-type: none"> <li>• insects, parasites or vermin (other than squirrels);</li> <li>• fungus or mildew;</li> <li>• atmospheric or climatic conditions, frost or the action of light;</li> <li>• alterations, repairs, maintenance, restoration, dismantling or renovating;</li> <li>• any process of cleaning, drying, dyeing, heating or washing;</li> <li>• faulty design or workmanship or using faulty materials;</li> <li>• chewing, scratching, tearing or fouling by <b>your</b> pets; or</li> </ul>

<p><b>You are insured against loss or damage by the following causes:</b></p>	<p><b>You are not insured against loss or damage in the following circumstances:</b></p>
	<ul style="list-style-type: none"> <li>• mechanical or electrical breakdowns or failure.</li> </ul> <p>Caused by or arising from the erasure or distortion of information on computer equipment.</p> <p>Caused by theft or attempted theft from motor vehicles that are not occupied unless in a locked covered boot or glove compartment and there is evidence that forcible and violent entry took place.</p>

## **SPECIFIED BICYCLES OUTSIDE THE HOME COVER** (optional)

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

<p><b>We cover the following</b></p>	<p><b>We do not cover the following</b></p>
<p><b>Bicycles</b> anywhere in the United Kingdom, Channel Islands, Isle of Man, or in Europe for up to 60 days in a row.</p>	<p>The General Exceptions shown on pages 45-46.</p> <p>The <b>excess</b> shown in <b>your Statement of Fact</b>.</p> <p><b>Bicycles</b> in the custody or control of any member of <b>your</b> family whilst they are living away from the <b>home</b> in halls of residence or any other term-time student accommodation.</p> <p>Any claim outside the United Kingdom, Channel Islands, Isle of Man or Europe unless <b>we</b> specifically agree beforehand to provide cover and <b>you</b> pay any extra premium <b>we</b> require.</p> <p>Loss or damage to <b>your bicycles</b> when in Europe for more than 60 days in a row, unless <b>we</b> specifically agree beforehand to provide cover and <b>you</b> pay any extra premium <b>we</b> require.</p>

**You are insured against:**

Loss of or damage to **your bicycles** shown in **your Statement of Fact** while anywhere in the United Kingdom, Channel Islands, Isle of Man, or in Europe for up to 60 days in a row.

The most **we** will pay for any one **bicycle** is the value shown against it in **your Statement of Fact**.

**You are not insured against:**

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

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

Cuts to tyres or burst tyres.

Loss or damage caused by:

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

## HOW TO MAKE A CLAIM

1. If an event happens for which **you** want to make a claim, first check **your Statement of Fact** and policy to make sure that the event is covered. It is also worth checking the General Exceptions on pages 45-46
2. When **you** know **you** may have to claim under this policy, **you** must:
  - tell **us** at **your** earliest opportunity;
  - tell the local police at **your** earliest opportunity after **you** become aware that something is lost or if **you** suspect theft, attempted theft or malicious damage, and keep a note of any reference number given to **you**;
  - take all possible steps to recover any property which has been lost;
  - when asked, send **us** all the documents and information (including written estimates and proof of ownership or value) **we** may need;
  - send **us** any written claim made against **you** and give **us** full details in writing of any verbal claim made against **you**; and
  - ensure that **you** or anyone acting on **your** behalf continues to cooperate with **us** to settle **your** claim by providing whatever information, documentation, or other assistance **we** require.

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

**You** must not:

  - respond to any claim made against **you** or admit or deny responsibility or negotiate or settle any claim made against **you** without **our** written permission; or
  - leave property for **us** to deal with unless **you** have **our** permission.
3. Report a claim online via [www.saga.co.uk/homeclaims](http://www.saga.co.uk/homeclaims) or call **us** on 0345 300 8800 to get in touch.

4. If **your** claim is covered several things will happen but at all times **you** will be guided by the claims handler.
  - If repairs are needed, **we** may arrange for a contractor approved by **us** to call. **We** will try to do this within two working days of **you** making **your** claim. The contractor will draw up a quote for repairs and should start work at a time that is convenient to **you**. When the repair is finished, the contractor will send the invoice straight to **us** so **we** can pay it.
  - If alternative accommodation is required for **you** and **your** domestic pets during part or all of the repair work, when determining suitability **we** will consider: the circumstances of **your** claim, how many people live in **your** home, how long **you** will need the alternative accommodation, what is available in **your** local area, and the cost. **We** will discuss this with **you** to help in finding accommodation. **We** will aim to get **you** safely back **home** in the shortest time possible, which is likely to be before repairs are finished.
  - **We** may arrange to send **you**, and if appropriate have installed, replacement goods (such as domestic appliances, furnishings, sanitary ware and kitchen units) and/or issue vouchers to the same replacement value from a supplier approved by **us**. Or, **we** may agree to pay **you** for **your** claim. **We** will agree with **you** which way of paying **your** claim is most appropriate.
  - If **we** ask, **you** need to give **us** any evidence to support **your** claim, such as estimates, photographs or invoices. **We** will confirm exactly what **we** need.
  - Sometimes **we** will need to ask an independent loss adjuster to assess the loss or damage. If so, **we** will tell **you** and arrange for the loss adjuster to contact **you** within two working days. The loss adjuster's role is to assess the claim, confirm what action **you** need to take, and recommend to **us** how to deal with the claim. The loss adjuster, on **our** behalf, may arrange for repairs or replacement to be carried out and agree with **you** the amount **we** should pay for the claim.

Please remember **you** are responsible for paying any **excess** that applies to **your** claim. The **excess** is the first amount of each claim

**you** have to pay. If **you** make a claim under more than one section for loss or damage that happens at the same time by the same cause, **we** will take off an **excess** for each section. **We** will decide the most **we** will pay before taking off the **excess**.

#### 5. Claims – our rights

**We** can do the following:

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

#### 6. How we settle your claim

**We** will discuss the options available under **your** policy and will work with **you** to agree the most appropriate way to settle **your** claim.

**We** will aim to choose a settlement method that best reflects the loss **you** have suffered and the cover **you** have selected.

#### **When we cannot agree a settlement option**

In most cases, **we** will be able to reach an agreement with **you**. However, there may be situations where **we** cannot provide a particular method of settlement. In these circumstances, **we** will explain why certain options are not available and confirm the settlement method that **your** cover allows.

#### **When rebuild, repair or replacement is not possible**

If a rebuild, repair or replacement is not possible, for example due to the nature of the damage, availability of materials, safety considerations or the limits or exclusions within **your** policy, **we** will provide a cash settlement instead. **We** will always explain the reasons for this and how the settlement has been calculated.

#### 7. Recovery of lost or stolen property

- If any lost or stolen property is recovered **you** must let **us** know at **your** earliest opportunity.

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

#### 8. Other insurance

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

#### 9. Taking care

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

#### 10. Automatic reinstatement to the maximum insured value

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

#### 11. Matching suites or sets

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

**We** will only pay the cost of repairing or replacing the damaged item. **We** will not pay for repairing or replacing:

- any undamaged floor covering outside the room or rooms in which the damage happened;
- any undamaged wall or floor tiles; or
- any undamaged item that is part of a matching set or suite where damage occurs to a specific item of the matching set or suite.

### **Claims history**

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

## HOW MUCH WE WILL PAY

### Buildings

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

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

It is **your** responsibility to make sure **your sum insured** is high enough to fully cover **your buildings** and keep this up to date on **your** policy.

### Contents

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

**We** will agree with **you** to:

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

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

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

It is **your** responsibility to make sure **your sum insured** is high enough to fully cover **your contents**, including the value of any specified items, and keep this up to date on **your** policy.

### Claim limits on your policy

The maximum **your** policy will pay depends on the type of claim **you** are making. When you bought **your** policy, **you** agreed the overall amount of cover for each type of claim, what **we** call **your**

maximum claim limit. Remember, though, there are also other smaller limits for things such as **bicycles**, money, and contents in the open. Check **your Statement of Fact** for details. Some other types of claims also fall outside of the maximum claim limit. For example, claims for alternative accommodation won't count towards this. **You** can find all the limits that apply by checking **your Statement of Fact**.

It's really important that **you** have got the right amount of cover in place for **your** needs. If **you** have not taken out enough cover to rebuild **your** property and replace **your** contents and belongings as new, this may impact how much **we** pay for a claim.

Please read the details on these pages carefully and if **you** are in any doubt that **you** do not have enough cover, please contact **us**.

**You** must insure all **your** buildings for the full cost to rebuild them completely if they were to be destroyed; this is not the same as the market or sale value, and may be higher. Please ensure that **your sum insured** shown on **your Statement of Fact** are enough to replace buildings, contents, and other items of property for which **you** have taken out insurance, in full.

To help work out the rebuild cost of **your** buildings, visit the 'Building Cost Information Service' at [abi.bcis.co.uk](http://abi.bcis.co.uk), provided by the Royal Institution of Chartered Surveyors, where **you** will find a free to use calculator.

The rebuild cost should include not just the costs of rebuilding **your** buildings to current Building Regulation and planning requirements, but also consider things like the cost of demolition, removing debris, and any professional fees, such as architects, engineers, and surveyors.

Remember, this is only a guide, **you** must ensure that any special features of **your** property (e.g. hard landscaping, outbuildings, decorative finishes, listed status, or conservation area) are taken into consideration.

To work out the value of **your** contents, list them and calculate what it would cost to replace them as new with the same quality and specification. Don't forget **you** will also need to do the same for items under **your** 'Personal Belongings' (both specified and unspecified) and 'Specified Bicycles outside the home' sections.

## What we will do if your claim limits aren't enough

If **you** make a claim and **we** discover that **you** did not have enough cover, there are a number of different ways that **we** can handle **your** case.

If **your** claim limits are less than the rebuild or replacement costs (calculated as at the start of any relevant period of insurance or, if later, at the date when **you** ask us to change **your** claim limits), **you** may not receive the full amount of any claim **you** may make. In some circumstances, **you** may find yourself without any cover at all.

- If **you** are deliberately or recklessly untruthful in what **you** tell **us** about the amount it will cost to rebuild or replace **your** buildings, contents, or other items of property insured, then **we** will not pay any claim and **we** may treat **your** policy as if it had not existed;
- If **you** are careless about what **you** tell **us** about the amount it will cost to rebuild or replace **your** buildings, contents, or other items of property insured, and had **we** known the real values, **we** would not have insured **you**, then **we** will not pay any claim and **we** may treat **your** policy as if it had not existed;
- In other circumstances **we** may proportionately reduce the amount which **we** would have settled **your** claim for to reflect the fact that **you** are under-insured.

Where **we** proportionately reduce the claim settlement amount, **we** will use one of the following ways to calculate the amount of the reduction:

- If **we** are able to calculate a premium for the true details of the risk we will compare, as a percentage, the premium **we** actually charged **you** for the section of the policy which covers the damaged property, with what we would have charged **you**, if **we** had known the true value of the property insured and would still have offered **you** insurance. In this case **we** will only pay that percentage of the amount that would have been payable if **you** had paid the full premium.

For example, if **you** bought £50,000 of cover for **your** contents, but they are worth £100,000 to replace as new, **we** will calculate how much **you** would have had to pay **us** to cover **you** for the full amount.

If **you** were paying £300 a year for **your** contents cover, and **we** calculate that **you** would need to have paid £500 a year for the level of cover **you** needed, **we** will calculate that £300 is 60% of £500 and **we** would only pay 60% of the claim settlement value for **your** contents. This would also apply if **you** were making a claim which was below the **sum insured**. So, if **you** made a claim for damage of £50,000 following a fire, **we** would only pay £30,000 in this example. The most **we** will ever pay will be the **sum insured** shown in **your Statement of Fact**.

- If **we** are unable to calculate a premium because the actual cost of rebuilding or replacing **your** buildings or contents or other property means that **we** could not offer cover, **we** will compare the relevant claim limit with the actual cost of rebuilding or replacing **your** buildings, contents, or other property insured, as a percentage and pay only that percentage of the claim under that section of **your** policy where **you** are under-insured.

For example, if **you** have buildings that would actually cost £2,000,000 to rebuild but **you** have only insured them for £1,000,000, then the buildings are only insured for 50% of their value. If **you** need to make a claim, then the most **we** would pay is 50% of the loss under the 'Buildings' section of the policy (section A). So, if a fire caused £1,500,000 of damage to the buildings, the most **we** would pay is £1,500,000 x 50% = £750,000. This would also apply if **you** were making a claim which was below the maximum claim limit. So, if **you** made a claim for damage to **your** buildings of £50,000, **we** would only pay £25,000 in this example. The most **we** will ever pay will be the maximum claim limits shown in **your Statement of Fact**.

For this reason, it's really important **you** tell us about any changes to **your** property, or any increase in value of **your** belongings.

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

The most **we** will pay for any single item, collection or set of **valuables** is shown in **your Statement of Fact** which also shows any items that have been specified by **you**.

## Optional extras

### Buildings Accidental Damage Cover

We will pay up to the amount shown in **your Statement of Fact**.

### Contents Accidental Damage Cover

We will pay up to the amount shown in **your Statement of Fact**.

### Personal Belongings Cover

We will pay up to the amount shown in **your Statement of Fact**.

Unspecified Items – The most **we** will pay for any one item, pair or set is £2,500 and for any **bicycles** is £1,000.

Specified Items – **We** will pay up to the amount shown in **your Statement of Fact**.

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

### Specified Bicycles Outside the Home Cover

We will pay up to the amount shown in **your Statement of Fact**.

## GENERAL EXCEPTIONS THAT APPLY TO THE WHOLE POLICY

**This policy does not insure the following:**

1. Any loss or damage caused deliberately by **you** or any person acting on behalf of **you** or any person lawfully in **your home**, including boarders, lodgers, carers, employees or guests.
2. Any property (which is not business equipment) or money **you** own, hold in trust or use in connection with any business, profession or trade. Nor any legal liability arising directly or indirectly from any business, profession or trade.
3. Any property or liability insured under a more specific policy.
4. Any fall in market value as a result of repairs or reinstatement.
5. Loss or damage as a result of delay, confiscation or detention by order of any government or public authority.

6. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason, including where items are sold privately online and payment is not received.
7. Incidents which took place before the start of this insurance.
8. Any consequence of war, war-like operations, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection or military or usurped power.
9. Any legal liability, loss of or damage to any property, or any resulting loss or expense directly or indirectly caused by or contributing to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
  - the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
10. Loss, damage or liability or injury directly or indirectly caused by, contributed to or arising from pollution or contamination unless it is:
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the **property**; and reported to **us** within 30 days of the end of the period of insurance.
  - leakage of oil from a domestic oil installation at **your home**.In which case, all such pollution or contamination will be considered to have happened at the time of such accident.
11. Loss or damage arising from:
  - gradual causes
  - wear and tear (unless in relation to point 5 in Buildings cover, Trace and access)
  - corrosion, deterioration or similar causes
  - wet or dry rot.

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

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

13. Any loss, damage, alteration, or reduction in functionality, of **your** computer or smart devices caused by hacking or computer viruses, including any data held on them directly or in cloud storage.

A smart device is an electronic device, generally connected to other devices or networks via protocols such as Bluetooth or Wi-Fi, such as tablets, smart phones, smart TVs and smart doorbells.

## GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY

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

1. **Transfer of interest**

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

2. **Cancellation**

[How you can cancel your policy](#)

You can cancel your policy at any time. To do so, please contact us by telephone, in writing or emailing as follows:

Tel: 0345 145 0012

Post: Saga Home Insurance

First Floor

Everdene House

Deansleigh Road

Bournemouth

BH7 7DU

Email: [home@myinsurancesaga.co.uk](mailto:home@myinsurancesaga.co.uk)

If **you** cancel **your** policy **you** will choose whether this takes effect immediately or from a later date, but **you** cannot backdate the cancellation to an earlier date. How much money **you** get back or have to pay when **you** cancel **your** policy will depend on how **you** pay for **your** policy and how long **you** have had it for, and whether or not **you** have made a claim or may need to make a claim.

### [Cancelling within the first 14 days](#)

If **you** cancel **your** policy within 14 days of the purchase date or the date at which **you** receive **your** documents (if this is later) then: If **your** policy has not started **we** will refund **your** full premium, plus Insurance Premium Tax (IPT) where applicable. If **your** policy has started, as long as **you** have not made a claim and nothing has happened which could lead to a claim, **we** will refund **you** for the time left on the policy (plus IPT where applicable), minus the non-refundable set-up fee.

**We** will do this by working out the cost of **your** insurance per day, and then refund **you** for the days that **you** haven't yet used. If **you** have made a claim or something has happened which could lead to a claim, no refund will be paid. If **you** pay for **your** insurance on a monthly basis, **we** will also ask **you** to pay the remainder of the year's premiums.

### [Cancelling after the first 14 days](#)

After the initial 14 days, as long as **you** have not made a claim and nothing has happened which could lead to a claim, **we** will refund

**you** for the time left on the policy (plus IPT where applicable), minus the non-refundable set-up fee. **We** will do this by working out the cost of **your** insurance per day, and then refund **you** for the days that **you** haven't yet used. If **you** have had a claim during the cover period, or something has happened which might lead **you** to make a claim, then **you** won't receive any refund. If **you** pay for **your** insurance on a monthly basis, **we** will also ask **you** to pay the remainder of the year's premiums. It's important to be aware that **your** policy won't be cancelled if **you** simply stop **your** Direct Debit.

### Our right to cancel or void your policy

**We** have the right to cancel this policy at any time by giving **you** 7 days' notice in writing. **We** will tell **you** the reason why. Reasons why **we** may decide to cancel **your** policy include, but won't be limited to:

- **We're** unable to take a payment from **your** nominated account due to insufficient funds or a Direct Debit instruction being cancelled.
- **You** made a mistake when providing **us** with the information shown on **your Statement of Fact** or this information has changed and **we** are no longer willing to cover **you**.
- **You** won't give **us** information that **we** ask for.
- **You** or someone representing **you** is abusive to **our** staff or anyone acting on **our** behalf.

If **we** cancel **your** policy, **we** will use the same method to calculate any refund as if **you** cancelled the policy **yourself**, however, there are some exceptions.

If **you** have withheld or given **us** wrong information because **you** didn't take care when communicating with **us**, **we** can void **your** policy instead. Wherever **we** use the term void, **we** mean **we** will treat **your** policy as though it had never existed. In these circumstances **you** would receive a full refund but **we** wouldn't have to pay any existing claims.

If **we** discover that **you** deliberately withheld or gave wrong

information, or acted recklessly when communicating with **us**, **we** will void **your** policy and **you** would not receive a refund. **We** would also refuse to pay any claims and make **you** repay any money **we** have paid out for previous claims.

**We** also reserve the right not to invite **you** to renew **your** policy.

### If we cancel or void your policy because of fraud

It's really important that **you're** honest with **us** at all times. If **we** find that **you** or anyone acting on **your** behalf has committed fraud, **your** policy will be immediately cancelled or **we** will declare it void from the start. If **we** cancel or void **your** policy because of fraud, **you** will not receive a refund and **we** will refuse to pay any fraudulent claims. Similarly, **we** will make **you** repay any money **we** have paid out for any claims since the date the fraud first occurred, even if they were not fraudulent. To be clear, when **we** make **you** repay any money paid out for claims, **we** mean all claim payments including any investigation fees or legal costs.

### 3. Misrepresentation and fraud

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

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

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

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

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

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

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

If any fraud, deliberate dishonesty or careless misrepresentation has been identified **we** may also:

- reject any claim made, if applicable;
- recover any costs **we** have incurred in investigating a claim.

If deliberate deception is suspected, **we** may also:

- not return any premium paid by **you**;
- pass details to the police and fraud prevention agencies;
- take legal action against **you**.

#### 4. Protecting your property

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

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

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

**You** must tell **us** at **your** earliest opportunity if **your** circumstances change or if any of the information shown in **your Statement of Fact** changes during the period of insurance. Changes you should inform **us** of include the following:

- **you** will be leaving the **property unoccupied** for more than 60 days in a row;
- any work planned at the **property** other than routine repair and maintenance;
- any work that requires the erecting of scaffolding;
- **you** discover or learn of anything else which means the **property** is not in a **good state of repair**;
- the number of **bedrooms** in the **property** has changed;
- **you** or anyone permanently living with **you** is convicted of any offence (except motor offences);
- the value of **your contents** or the rebuilding cost of **your property** changes;
- change to the occupancy of the **property** e.g. lodgers staying at the **property**;
- change to **your** occupation;
- change of address.

This is not a full list and **you** should let **us** know if any of the details **you** have already given **us** changes. Once **you** have told **us** about a change **we** will reassess **your** cover and premium. Should **we** be unable to continue cover **we** will inform **you** as outlined in General Condition 2 – Cancellation. If **you** do not tell **us** of any changes it is possible that a claim will not be covered and **we** may take additional action according to General Condition 3 – Misrepresentation and fraud.

#### 6. Rights of third parties

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

#### 7. Financial Services Compensation Scheme

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

#### 8. Financial sanctions

**We** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit 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, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance, **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

## HOW TO MAKE A COMPLAINT

If **you** complaint is about the way **your** policy was sold to **you** (including information or documentation issued to **you**), please contact us as follows:

In writing:

Customer Relations Manager  
Saga Home Insurance  
First Floor  
Everdene House  
Deansleigh Road  
Bournemouth  
BH7 7DU

By Tel: 0345 145 0012

By email: [customerrelations@my-insurance.saga.co.uk](mailto:customerrelations@my-insurance.saga.co.uk)

If **your** complaint concerns **your** claim, please contact Ageas Insurance Limited as follows, including **your** claim number as appropriate:

In writing:

Customer Services  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
SO53 3YA

By Tel: 0345 300 8800

By email: [householdclaimsc Complaints@ageas.co.uk](mailto:householdclaimsc Complaints@ageas.co.uk)

If **you**'ve a complaint regarding an optional cover claim, please refer to page 53 and 54 for more information.

**We** will try to resolve **your** complaint by the end of the third working day and will send **you** a summary resolution letter. If **we** are unable to do this, **we** will write to **you** within five working days to update **you** on the progress of **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of receiving **your** complaint, **you**

will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

### What to do if you are not happy with our response

In the unlikely event that **we** haven't responded to **your** complaint within eight weeks or **you** are not happy with **our** final response **you** have the right to take **your** complaint onto the Financial Ombudsman Service but **you** must do so within six months of the date of **our** summary resolution or final response letter.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

**You** can find out more about how to complain to the Ombudsman online at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively, **you** can write to the Ombudsman at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

By phone: 0800 023 4567

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the six months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that **we** cannot meet **our** obligations to **you**, **you** may be entitled to compensation from the scheme.

This depends on the type of insurance and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 020 7741 4100.

## **OPTIONAL COVER**

**Your Statement of Fact will show if you have selected any of the optional cover detailed in this section**

## IMPORTANT CONTACT INFORMATION

For Legal Expenses claims

**0345 155 8072**

For Home Emergency and Home & Heating Emergency claims

**0345 217 6435**

You can also log your Home Emergency and Home & Heating Emergency claim online at:

**[www.saga-homeemergency.homemanager.link](http://www.saga-homeemergency.homemanager.link)**

For any queries in relation to the Annual Boiler Service please call

**0345 330 2987**

## IMPORTANT INFORMATION:

**This Optional Cover section will tell you all you need to know about the following Saga Home insurance Optional Cover policies:**

- Legal Expenses including the Online Safety Support Service
- Home Emergency
- Home & Heating Emergency
- Annual Boiler Service

It also explains clearly and simply how to make a claim, should you ever need to. It's worth taking the time to read it, so you know exactly what you are covered for. There is anything you do not understand, please call us on 0345 145 0012 and we will be happy to help.

## How to use this Optional Cover section of your policy

**Part A** of this section contains general information relating to all Saga Home insurance Optional Cover policies (such as how to cancel or make a complaint).

**Part B** includes the specific terms and conditions relating to each individual Optional Cover policy.

**You should read Part B alongside the general information contained in Part A**, for full details on what you are and are not covered for and also your rights and obligations under these policies.

# CONTENTS

## Part A

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<b>General information relating to all Optional Cover policies</b>	53
<b>Words with special meanings</b>	53
<b>How to make a complaint</b>	53
<b>Financial Services Compensation Scheme</b>	55
<b>How to cancel your Optional Cover policy</b>	55
<b>Fraud, misrepresentation and misdescription</b>	56
<b>Authorisation</b>	57
<b>Governing Law and Language</b>	57

---

## Part B

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<b>Your Optional Cover policy terms</b>	
<b>Legal Expenses</b>	58
How to make a claim	59
What is covered/what is not covered	62
General Conditions	67
Online Safety Support Service (included with Legal Expenses)	68
How to make a claim	68
Your cover	69
General Conditions	69
<b>Home Emergency/Home &amp; Heating Emergency</b>	73
How to make a claim	75
What is covered/What is not covered	78
General Exclusions	85
General Conditions	87
Annual Boiler Service	88

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## PART A - GENERAL INFORMATION RELATING TO ALL OPTIONAL COVER POLICIES

### Words with Special Meanings

Throughout Part A certain words have the same meaning wherever they appear in bold and they are explained below:

**Claims Handler** - For Legal Expenses, this is RAC Motoring Services. For Home Emergency and Home & Heating Emergency this is AXA Assistance (UK) Limited on behalf of the insurer.

**We, Us, Our** – Ageas Retail Limited.

**You, Your** – The person(s) named on the Statement of Fact as the insured and any other people covered by your optional cover policies, as determined by each individual policy wording.

**Your Provider** – Legal Expenses is provided by RAC Motoring Services. Home Emergency, Home & Heating Emergency and Annual Boiler Service are provided by AXA Assistance (UK) Limited.

**Your Insurer** – For Legal Expenses, this is RAC Insurance Limited. For Home Emergency and Home & Heating Emergency, this is Inter Partner Assistance S.A.

### How to make a complaint

**If your complaint concerns the service provided by us.**

If **you** are unhappy with the service that **we** have provided (including information or documentation issued to **you**), **you** should contact **us** as follows:

Customer Relations Manager  
Saga Home Insurance  
First Floor  
Everdene House  
Deansleigh Road  
Bournemouth  
BH7 7DU  
Telephone: 0345 145 0012  
Email: [customerrelations@my-insurance.saga.co.uk](mailto:customerrelations@my-insurance.saga.co.uk)

**If your complaint concerns the service provided by your provider or your insurer**

When **you** make a complaint about the service provided by **your provider** or **your insurer** you should contact them as follows:

**Legal Expenses**

**If your complaint concerns your Legal Expenses, please contact RAC Insurance Limited as follows:**

Legal Customer Care  
RAC Insurance Limited  
Great Park Road,  
Bradley Stoke  
Bristol  
BS32 4QN  
Telephone: 0333 241 9574  
Email: [legalcustomercare@rac.co.uk](mailto:legalcustomercare@rac.co.uk)

**Home Emergency, Home & Heating Emergency**

**If your complaint concerns Home Emergency or Home & Heating Emergency, please contact Inter Partner Assistance S.A. as follows:**

Customer Relations Manager  
Inter Partner Assistance S.A.  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
Telephone: 01737 815 913  
Email: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

Please include the following information in all letters and emails - **your** name, address, policy number, claim number and date of insured incident.

**Annual Boiler Service**

**If your complaint concerns Annual Boiler Service, please contact AXA Assistance (UK) Limited as follows:**

Customer Relations Manager  
AXA Assistance (UK) Limited  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
Telephone: 01737 815 913  
Email: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

Please include your name and address in all letters and emails.

**You** have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if **we**/RAC Insurance Limited/Inter Partner Assistance S.A. have not issued a final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

**You** can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have permission from **us/your provider/claims handler** to consider **your** complaint and therefore will only be able to do so in very limited circumstances.

Following the above complaints procedure does not affect **your** right to take legal proceedings.

## Financial Services Compensation Scheme

**We/RAC Insurance Limited/Inter Partner Assistance S.A.** are covered by the independent Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we/RAC Insurance Limited/Inter Partner Assistance S.A.** cannot meet their obligations to **you**. This depends on the type of insurance and circumstances of the claim. Further information is available from the Financial Services Compensation scheme. Their telephone number is 0800 678 1100 or 0207 741 4100. Alternatively more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

## How to cancel your optional cover policy

Cancellation can take effect immediately or from a later date, however it cannot be backdated to any earlier date.

Cancelling any Direct Debit instruction does not mean **you** have cancelled the policy.

### Within 14 days of buying the policy

- **You** may cancel **your** policy within 14 days from either the purchase date of the policy or the date **you** receive **your** policy documents, whichever is later. **You** can cancel by contacting **us** as follows.

Saga  
First Floor  
Everdene House  
Deansleigh Road  
Bournemouth  
BH7 7DU  
Tel: 03451 450 012  
Email: [home@myinsurancesaga.co.uk](mailto:home@myinsurancesaga.co.uk)

- If **your** cover has not yet started, **we** will refund any premium already paid.
- If **your** cover has started, as long as **you** have not made a claim, and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **we** will refund any premium already paid. If any claim has been made, **you** must pay the full annual premium.
- Optional Annual Boiler Service – **You** will be entitled to a refund if **you** have not received **your** boiler service.

### After the 14 day period

- **You** may cancel **your** policy any time after the 14 days by telephoning or writing to **us** at the details shown in the previous section.
- If **your** cover has not yet started, **we** will refund any premium already paid.
- If **your** cover has started, as long as **you** have not made a claim, and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged in proportion to the time on cover. If any claim has been made, **you** must pay the full annual premium.
- Optional Annual Boiler Service – **You** will be entitled a refund if **you** have not received **your** boiler service during the policy year.

## Our right to cancel your policy

**We** and **your insurer** have the right to cancel this policy at any time by giving you 7 days' notice in writing. We'll tell **you** the reason why. Reasons why **we** may decide to cancel **your** policy include, but won't be limited to:

- **We** or **your insurer** suspect fraud on this or another insurance policy. For more about how **we** deal with fraud and the consequences of it, please refer to the section titled "Fraud, Misrepresentation or Misdescription" shown later on this page.
- We've been provided with false/incorrect information which means **your insurer** no longer wishes to insure **you**.
- We're unable to take a payment from **your** account
- **You**, or someone representing **you**, is abusive to **our** staff or anyone acting on **our** behalf.
- **You** won't give **us** information that **we** ask for.

If **your** cover has started, as long as **you** have not made a claim, and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged in proportion to the time on cover. If any claim has been made, **you** must pay the full annual premium.

Optional Annual Boiler Service – **You** will be entitled to a refund if **you** have not received **your** boiler service during the policy year.

**Your** optional cover runs concurrently with **your** Saga home insurance policy. If **your** home insurance policy is cancelled for any reason, any optional cover will also be cancelled.

**We** reserve the right not to invite **you** to renew **your** policy.

## Fraud, Misrepresentation or Misdescription

RAC Insurance Limited/Inter Partner Assistance S.A. will not pay any claim if it is in any respect dishonest or fraudulent.

A person is committing fraud if they knowingly:

- Provide answers to questions which are dishonest, inaccurate or intentionally incomplete.
- Mislead in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence them to accept a claim.
- Make a fraudulent or false claim in full or in part by providing false information in order to influence the insurer to accept a claim;
  - by exaggerating the amount of the claim; or
  - by supplying false or invalid documents in support of a claim.

If **we**/RAC Insurance Limited/Inter Partner Assistance S.A. find that fraud has been committed **we**/RAC Insurance Limited/Inter Partner Assistance S.A. will have the right to:

- Void the policy and may not refund any premium.
- Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated.
- Recover any costs paid including investigating and legal costs.
- Recover the cost of any previously paid claims.

In addition **we**/RAC Insurance Limited/Inter Partner Assistance S.A. may:

- Inform the police, which could result in prosecution.
- Inform other organisations as well as anti-fraud databases.

## Your information and what we do with it

Please refer to “Your information and what we do with it... putting your mind at rest.” on page 6 for further details on how your data will be collected, used, shared and stored.

## Insurance Premium Tax

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium you pay.

## VAT

If you have purchased the Annual Boiler Service, then this is subject to VAT which is the tax levied by the government for most goods or services.

## Authorisation

**Legal Expenses** is provided by RAC Motoring Services and underwritten by RAC Insurance Limited.

RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The firm reference number for RAC Insurance Limited is 202737.

**Home Emergency** and **Home & Heating Emergency** is underwritten by Inter Partner Assistance S.A. which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

## Governing Law and Language

These Optional Cover policies will be governed by English Law, and **you/we/your insurer/your provider** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

The language for contractual terms and communication will be English.

# **LEGAL EXPENSES**

**Your Statement of Fact will show if you have selected the optional cover detailed in this section**

## PART B – LEGAL EXPENSES

**Please note: This optional cover only applies if shown on your Statement of Fact.**

### Your Demands and Needs

This policy meets the needs of a customer who wants access to legal advice and services for issues such as employment disputes, personal injury claims and clinical negligence.

### Who provides your Legal Expenses

This policy is provided by RAC Motoring Services (310208) and RAC Insurance Limited (202737). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the above details on the Financial Services Register by visiting the FCA website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 1116768.

### How to Make a claim

If **you** think **you** may need to make a legal **claim**, then please let **us** know as soon as possible. If **you** do not, this may prejudice **your** legal **claim** and may mean **we** are unable to cover you. To make a **claim** or receive advice, just call **our** legal helpline on 0345 155 8072 available 24 hours a day, 365 days a year.

Please note that claims made on this Legal Expenses policy will not appear on **your** policy's claims history and do not affect **your** future premiums. There is no excess to pay on Legal Expenses claims.

### Definitions applicable to your Legal Expenses policy only

This section sets out the words that have a specific meaning when relating to **your policy**. These words are listed below with the meaning explained beside them and, to help **you** identify them, they are printed in bold type whenever they appear in the Legal Expenses **policy** wording. Please note that the below definitions apply specifically to this Legal Expenses section and not to the rest of the policy book.

**Claim** – An incident which **we** accept as falling within the terms and **policy period** of this Legal Expenses **policy** and which, in **our** reasonable opinion, is the incident or first in a series of incidents that could lead to a **claim** being made.

**Home** – A private dwelling and the land within its boundary which is:

- Owned by **you**;
- Insured through Ageas Retail Limited
- Used for residential purposes only i.e. not let or sublet

**Identity fraud** – One or more persons knowingly using a means of identification belonging to **you**, without **your** knowledge or permission, with intent to commit or assist in an illegal act.

#### Legal costs

- The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements or accountancy fees incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or

- The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**. **You** are not covered for any damages, fines, or penalties **you** have to pay.

### **Legal proceedings**

- The pursuit or defence of civil legal cases for damages and/or injunctions or specific performance; or
- The defence of a criminal prosecution.

**Legal representative** – **Us** or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

- To try to recover all **legal costs** from the other party;
- Not to submit any **claim** for **legal costs** until the end of the case; and
- To keep **us** informed, in writing, of the progress of legal proceedings.

**Material breach** – A breach which has resulted in, or if not rectified is likely to result in, **your home** being unfit to live in.

**Policy** – This Legal Expenses policy that is subject to the terms and conditions in this booklet, along with **your Statement of Fact**.

**Policy period** – The length of time this **policy** is in force, from the start date as shown on **your Statement of Fact**.

**Proportionate** – The value of the **claim** must be greater than the costs of pursuing the **claim**.

**RAC, We, Our, Us** – RAC Insurance Limited and any person employed or engaged to provide certain services on its behalf or on behalf of the RAC Group.

**Reasonable Prospects of success** - A 51% or above chance of:

- recovering damages;
- obtaining any other legal remedy which **we** have agreed to;
- being successful in defending a **claim**; or
- being successful in an appeal or defence of an appeal.

**Standard Terms of Appointment** – The terms and conditions which **we** will require the legal representative to accept in order for **us** to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **claim**. A copy of these terms can be requested by contacting us.

**Start date** – The date that this **policy** begins, or renews, as shown on **your Statement of Fact**.

**Statement of Fact** – The document which gives details of **you**, the insurer, **your home** and cover.

**Territory** – For Sections A and B **you** are covered in the UK and the European Union. For Sections C – I, **you** are covered in the UK.

**UK** – Great Britain, Northern Ireland and for the purposes of this **policy** includes the Channel Islands and Isle of Man.

**You, Your** – The person(s) named as insured on your **Statement of Fact** and any members of your family permanently residing at your **home**. This includes relatives temporarily living away from your **home** such as students in term-time residence.

## How your cover works

We will provide **you** with cover for **your legal costs** associated with pursuing or defending a **claim** that falls within the **policy** terms of sections A-H below up to a limit of £100,000 provided that:

- The incident occurs within the **policy period**;
- The incident occurs within the **territory**;
- **Your claim** has **reasonable prospects of success** (sections A-F only).

We will also provide **you** with a telephone legal helpline service that falls within the **policy** terms of section J. When **you** tell **us** about **your** legal problem, **we** will need to determine whether the matter is capable of being covered by **your policy**. We will ask **you** to provide further information in order to assess whether **your** claim is within the terms of **your policy** and the incident giving rise to the **claim** is within **your policy period**. If **your claim** is not covered then **our** telephone legal helpline may still be able to provide **you** with some advice.

Any **claim you** make must have **reasonable prospects of success** and be **proportionate** to pursue. The **legal representative** will assess this and will continually review the prospects of success of **your** case during the life of **your claim**. In some cases, **you** may need to provide expert evidence to support **your claim** at **your** own expense to enable the assessment to be completed. **We** do not cover any legal fees, costs or expenses that **you** have incurred before **we** have accepted **your claim**.

In the event of a dispute about whether **your** case has **reasonable prospects of success** or is **proportionate** to pursue, **you** will be asked to provide a legal opinion at **your** own expense confirming that **your claim** does have **reasonable prospects of success** and / or whether **your claim** is **proportionate**. If **we** are unable to reach agreement, then **we** will arrange to get a final opinion from an independent barrister.

**We** will usually ask a solicitor from **our** panel to handle **your** case. However, if it becomes necessary to issue **legal proceedings** then **you** are entitled to choose **your** own solicitor at this point. **Your** solicitor would need to agree to our **Standard Terms of Appointment**. The amount that **we** will pay a law firm where they are acting as the **legal representative** is currently £120 per hour. **You** will be responsible for any **legal costs** which are in excess of the rate that **we** would normally pay to **our** preferred **legal representative**.

Please read **your** full Legal Expenses **policy** terms overleaf for specific details on the cover provided.

## Your cover

What is covered	What is not covered
<p><b>A. Personal injury and medical negligence</b></p> <p><b>Legal costs</b> to pursue <b>legal proceedings</b> against a third party if <b>you</b> suffer bodily injury or death due to an accident or as a result of medical negligence.</p> <p>If <b>your claim</b> is due to an accident and is accepted, the <b>legal representative</b> must enter into a Conditional Fee Arrangement which waives their own fees if <b>you</b> fail to recover the damages that <b>you</b> are claiming in the <b>legal proceedings</b> in full or in part.</p>	<p>An accident involving a motor vehicle owned or driven by <b>you</b> unless <b>you</b> were being carried as a passenger.</p> <p>Any <b>claim</b> which was not caused by a specific or sudden incident, or which develops gradually.</p>
<p><b>B. Consumer issues</b></p> <p><b>Legal costs</b> for the pursuit or defence of a <b>claim</b> relating to a contract for the sale, purchase, servicing, repair or hire of personal goods or services.</p>	<p>A contract involving a financial service provider.</p> <p>A lease, tenancy or licence to use land.</p> <p>Any <b>claim</b> relating to a contract involving the construction or alteration of a structure for <b>your</b> own use where the value of the contract is greater than £20,000 inclusive of VAT.</p> <p>Any <b>claim</b> arising from the purchase or sale of <b>your</b> home (however, this may be covered in section C).</p>
<p><b>C. Property issues</b></p> <p><b>Legal costs</b> for a <b>claim</b> if <b>you</b> suffer nuisance, trespass or physical damage to <b>your home</b> or <b>your</b> personal possessions.</p> <p><b>Legal costs</b> for a <b>claim</b> arising from a breach of contract for the sale or purchase of <b>your home</b>.</p>	<p>Any <b>claim</b> relating to a contract entered into by <b>you</b> (however, this may be covered in section B).</p> <p>Any incident relating to works undertaken or due to be undertaken by or under the order of any government or public or local authority unless the <b>claim</b> relates to accidental physical damage.</p> <p>Any incident relating directly or indirectly to planning law.</p> <p>Any incident relating to subsidence, heave, landslip, mining or quarrying of land underneath <b>your home</b>.</p> <p>Any <b>claim</b> where <b>your</b> residential property is being let or sublet at the time, including short-term holiday lets such as those arranged via companies like Airbnb or TripAdvisor.</p>

## Your cover (cont.)

What is covered	What is not covered
<p><b>D. Tenancy Disputes</b></p> <p><b>Legal costs</b> for a <b>claim</b> to defend unlawful eviction proceedings against <b>you</b> from a property occupied by <b>you</b> as <b>your</b> permanent residence under a tenancy agreement.</p> <p><b>Legal costs</b> to pursue a <b>claim</b> against a landlord following a <b>material breach</b> of <b>your</b> tenancy agreement.</p>	<p>Any <b>claim</b> relating to the non-payment of rent.</p> <p>Any <b>claim</b> relating to a dispute with the freeholder or management company of a leasehold property.</p> <p>Disputes with any local authority, public authority or government-related department.</p>
<p><b>E. Employment disputes and employee legal defence</b></p> <p><b>Legal costs</b> if <b>you</b> are an employee, or ex-employee, and experience a breach of <b>your</b> rights under <b>your</b> contract of employment; and/or employment laws and <b>you</b> wish to pursue a claim in an Employment Tribunal (or equivalent outside of England and Wales).</p> <p><b>Legal costs</b> if one of the following situations arises from <b>your</b> work as an employee:</p> <ol style="list-style-type: none"> <li>I. <b>You</b> are dealing with the police or Health and Safety Executive or other prosecuting agency, prior to being charged with an offence.</li> <li>II. <b>You</b> are being prosecuted in a criminal court.</li> <li>III. <b>You</b> have a <b>claim</b> brought against <b>you</b> under Article 82 of the General Data Protection Regulation.</li> <li>IV. <b>You</b> have a <b>claim</b> brought against <b>you</b> for unlawful discrimination.</li> <li>V. <b>You</b> are facing a formal investigation or disciplinary hearing brought by a trade association or professional or regulatory body.</li> </ol>	<p>Any <b>claim</b> relating to disciplinary procedures brought against <b>you</b> by <b>your</b> employer, or by any internal grievances brought by <b>you</b>.</p> <p>Any <b>claim</b> in relation to alleged sex discrimination in salary and/or employment conditions.</p>

## Your cover (cont.)

What is covered	What is not covered
<p data-bbox="97 210 293 232"><b>F. Probate Legal</b></p> <p data-bbox="97 244 775 294"><b>Legal costs</b> for <b>legal proceedings</b> within the <b>territory</b> in respect of the following:</p> <ul data-bbox="97 305 759 496" style="list-style-type: none"><li data-bbox="97 305 759 406">• pursuing a probate dispute involving the Will of a deceased family member (including step or adopted) where <b>you</b> are named as a beneficiary or as a member of a class of beneficiaries with an immediate interest.</li><li data-bbox="97 417 759 496">• defending a legal <b>claim</b> in respect of allegations against <b>you</b> concerning the performance of <b>your</b> role as the Executor of a deceased family member's (including step or adopted) estate.</li></ul>	<p data-bbox="818 210 1474 255">Any <b>claim</b> where a Will hasn't been previously made, concluded or can't be traced.</p>
<p data-bbox="97 535 416 557"><b>G. Social media defamation</b></p> <p data-bbox="97 568 751 619">Following defamatory comments made about <b>you</b> through a social media website, <b>legal costs</b> to:</p> <ul data-bbox="97 630 730 764" style="list-style-type: none"><li data-bbox="97 630 730 680">• write one letter to the provider of the social media website requesting that the comments are removed;</li><li data-bbox="97 692 730 764">• write one letter to the author, where the identity of the author of the defamatory comments is known, requesting that the comments are removed from the social media website.</li></ul>	<p data-bbox="818 535 1294 557">Claims where <b>you</b> are not aged 18 years or over.</p>

## Your cover (cont.)

What is covered	What is not covered
<p data-bbox="97 210 416 232"><b>H. Personal identity fraud</b></p> <p data-bbox="97 247 496 269"><b>Legal costs</b> arising from <b>identity fraud</b>:</p> <ul data-bbox="97 284 775 636" style="list-style-type: none"><li data-bbox="97 284 775 434">• to defend <b>your</b> legal rights and/or take steps to remove county court judgments against <b>you</b> that have been obtained by an organisation from which <b>you</b> are alleged to have purchased, hired or leased goods or services. Cover is only available if <b>you</b> deny having entered into the contract and allege that <b>you</b> have been the victim of <b>identity fraud</b>;</li><li data-bbox="97 449 775 546">• to deal with all organisations that have been fraudulently applied to for credit, goods or services in <b>your</b> name and which are seeking monies or have sought monies from <b>you</b> as a result of <b>identity fraud</b>;</li><li data-bbox="97 561 775 636">• in order to liaise with credit referencing agencies and all other relevant organisations on <b>your</b> behalf to advise that <b>you</b> have been the victim of <b>identity fraud</b>.</li></ul> <p data-bbox="97 650 775 695"><b>You</b> must agree to be added to the CIFAS Protection Register if <b>we</b> recommend it.</p>	<p data-bbox="818 210 935 232">Any claims:</p> <ul data-bbox="818 247 1490 471" style="list-style-type: none"><li data-bbox="818 247 1490 269">• where <b>you</b> have not been the victim of <b>identity fraud</b>;</li><li data-bbox="818 284 1490 329">• where <b>you</b> did not take action to prevent yourself from further instances of <b>identity fraud</b>;</li><li data-bbox="818 343 1490 388">• where the <b>identity fraud</b> has been carried out by somebody living with <b>you</b>;</li><li data-bbox="818 403 1490 471">• for <b>legal costs</b> arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.</li></ul>

## Your cover (cont.)

What is covered	What is not covered
<p><b>I. Jury service</b></p> <p><b>We</b> will pay <b>your</b> net salary or wages for the period that you are absent from work as a result of jury service up to a limit of £100,000. Payments shall be calculated based on an 8-hour working day, and the duration of <b>your</b> absence from work to the nearest half day. One day's pay shall be calculated as 1/250th of <b>your</b> annual net pay excluding bonus payments and overtime.</p> <p>If <b>you</b> work part-time, any amount payable shall be calculated on a pro rata basis. <b>We</b> will require evidence of <b>your</b> average earnings in the form of <b>your</b> last 12 months of payslips or, if <b>you</b> are self-employed, evidence <b>you</b> have provided HMRC of <b>your</b> monthly average earnings. Claims will only be considered on conclusion of <b>your</b> period of jury service.</p>	<p>Any amounts payable by the court or that are recoverable from <b>your</b> employer.</p> <p>Payment for loss of net salary or wages when <b>you</b> have not provided <b>your</b> payslips for the last 12 months or tax return for the preceding tax year.</p>
<p><b>J. Telephone legal helpline</b></p> <p><b>We</b> will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call <b>us</b> on <b>03451558072</b>.</p> <p><b>We</b> will give <b>you</b> initial legal advice on any private legal matter within the <b>UK</b>. <b>We</b> will tell <b>you</b> what <b>your</b> legal rights are, which options are available to <b>you</b>, and how best to implement them. <b>We</b> will let <b>you</b> know if <b>you</b> need a lawyer.</p>	<p>Advice on business or commercial matters (including advice as a landlord), immigration or judicial review.</p> <p>Advice where in <b>our</b> reasonable opinion <b>we</b> have already given <b>you</b> the options available.</p>

## General Conditions

The following conditions apply to all sections of this **policy**. If **you** do not comply, **we** can refuse cover and/or cancel **your policy**.

- 1. Claims** can be complex and technical. **You** must follow **our** advice or that of the **legal representative** to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover.
- 2. We** will not cover **legal costs** that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**.
- 3. We** will not cover **legal costs** where **you** ought reasonably to have known that an incident leading to a **claim** was possible prior to the purchase of the **policy**.
- 4. We** may withdraw cover if at any point **your claim** does not have **reasonable prospects of success**.
- 5. You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt.
- 6. You** must notify **us** of all offers to settle **your claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your claim**.
- 7. We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen.
- 8. Whilst we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. **Your** suggested **legal representative** must agree to **our Standard Terms of Appointment**, a copy of which is available on request. **You** will be responsible for any **legal costs** which are in excess of the rate that **we** would normally pay to **our** preferred **legal representative**. The amount that **we** will pay a law firm where they are acting as the **legal representative** is currently £120 per hour. This amount may vary from time to time.
- 9. If for any reason we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one.
- 10. If you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note, however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**, Saga plc (and its subsidiaries) or **your home** insurer.
- 11. We** will not provide cover for class actions, test cases or Judicial Review.
- 12. We** will not provide cover for disputes between **you** and someone who is also insured under this **policy**.
- 13. We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**. For example, where the **legal costs** of **your claim** are greater than the value of **your claim**.
- 14. If you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover.
- 15. During extreme weather, riots, war, civil unrest, industrial disputes, our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

## Misuse of your policy

**You** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically.
2. Persuade or attempt to persuade **us** into a dishonest or illegal act.
3. Omit to tell **us** important facts about a **claim** in order to obtain a service.
4. Provide false information in order to obtain a service
5. Knowingly allow someone that is not covered by **your policy** to try and obtain a service under it.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** at the next renewal.
2. Refuse to provide any services to **you** under this **policy** with immediate effect.

If any **claim** is found to be fraudulent in any way, **we** may also:

1. Cancel **your policy** with effect from the date of the fraudulent act.
2. Reject **your claim**.
3. Retain any premium paid.

**We** will notify **you** in writing if **we** decide to take any of the above steps.

## ONLINE SAFETY SUPPORT SERVICE

**(only available with Legal Expenses)**

The Online Safety Support Service is arranged by Ageas Retail Limited and is managed and administered by RAC Insurance Limited.

### How to make a claim

**You** can use this service for advice and/or assistance with any online security problem shown on the next page that arises during the period of **your** Legal Expenses. To discuss a problem or enquire about advice and assistance, call **0800 302 9018** 24 hours a day, 7 days a week. For our joint protection, telephone calls may be recorded and/or monitored.

### Definitions applicable to the Online Safety Support Service only

The following words have the meanings shown next to them wherever they appear in this Online Safety Support Service section and, to help you identify them, they are printed in bold type:

**Approved representative** - Our specialist cyber security adviser or their agents appointed to provide assistance to **you**.

**Computer** - A personal computer that **you** own, use or control, which is permanently kept within **your** main residence.

**Computer virus** - A program or piece of code that is often capable of copying itself and that causes damage to systems or **data**.

**Cyberattack** - Malicious deletion, corruption, unauthorised access to, or theft of **data**. damage or disruption caused by a **computer virus**, hacking or denial of service attack, affecting **your** home systems.

**Data** - Facts, concepts, information, ideas, text, recordings and images, which are converted to a form that can be processed by home systems, but not including software and programs.

**Electronic devices** - Any personal computing or personal electronic device(s) that connects to the internet or to other electronic device(s) and any associated **data**, software and programs.

**Ransomware** - A system attack that allows a hacker to infiltrate **your electronic device(s)**, encrypt **your data**, and demand payment of a ransom in exchange for decryption of **your files**.

**You, Your** - The policyholder and their spouse/ domestic partner and any other relative (including adopted and foster children), who permanently live in **your home**. This includes any relative who is temporarily living away from **your home**.

## Your Cover

The Online Safety Support Service provides advice and assistance for:

### Crisis response and incident management

Advice and assistance:

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

Please note there is no assistance where:

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

### Restoration

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

## General Conditions

### Applicable to the Online Safety Support Service only

1. **You** must make any enquiries for assistance as soon as reasonably possible and within 12 hours of **you** becoming aware of the incident.
2. **You** must supply at **your** own expense all the information that RAC reasonably requires to decide whether assistance can be provided.
3. **You** must supply all information requested by RAC or the **approved representative**.
4. **You** must not admit any liability for any claims against **you** resulting from a data breach without consent from the **approved representative**.
5. **You** must ensure that password protection is enabled on all the **electronic devices** that **you** own, use or control, and can demonstrate that appropriate security controls are adhered to.
6. **You** must ensure that basic security software is in place on all computer hardware **you** own, use or control, including antivirus and firewall software.

## Additional help and advice

Because you may need practical help with all sorts of issues, we have arranged some useful helplines and online support services for you to use.

**Saga 24-hour Legal and Tax Advice Helpline** – You can receive confidential advice over the telephone on any personal legal problem or personal tax matter. Specialists are available to give information and advice on matters such as neighbour disputes, consumer law and the tax implications of a variety of subjects including investments, property, trusts, inheritance and pensions. They offer advice relating to laws of the territory. There is no limit on the number of calls you can make and you can rest assured that your conversation will be treated in the strictest confidence. Call **0800 302 9774** from the UK or **+44 1919 116 402** from abroad: lines are open 24 hours a day, 365 days a year. The legal helpline does not provide cover for any costs you have to pay because you followed the advice given.

**Fraud and Scam Helpline Service** – If you have any concerns about protecting yourself from online or offline scams or fraud, or you need support having been a victim of these events, please contact our specialists on **0800 302 9775** lines are open 24 hours a day, 7 days a week. You can speak to our Citizens Advice trained information specialists for information and signposting to other services, or to our BACP-accredited counsellors for emotional support.

**Lifestyle Counselling Helpline** – This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help you deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting your general wellbeing. Counsellors and information specialists are also trained to help you with practical problems like debt. You can call them on **0800 302 9705** from the UK or **+44 1919 116 402** from abroad: lines are open, 24 hours a day, 7 days a week.

**Wellbeing Resources** - The Lifestyle Counselling Helpline is complemented by a comprehensive online information and support service, through which you can access information and advice on a range of issues and problems that often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists. To access the Wellbeing Resources, visit [www.sagawellbeing.co.uk](http://www.sagawellbeing.co.uk)



# HOME EMERGENCY

**Your Statement of Fact will show if you have selected any of the optional cover detailed in this section**

## Part B - HOME EMERGENCY AND HOME & HEATING EMERGENCY

**Please note: This optional cover only applies if shown on your Statement of Fact.**

### Your Demands and Needs

This policy meets the needs of those requiring cover that provides expert help if **you** suffer an **emergency** in **your home** arising from an incident covered under the policy.

### Our Cover At A Glance

Service description	Cover Level	
	Home Emergency	Home and Heating Emergency
Complete boiler breakdown	X	✓
Call outs allowed each year	Unlimited	Unlimited
Internal plumbing issues	✓	✓
Drainage* issues	✓	✓
Complete or partial internal electrics failure	✓	✓
Broken locks and windows, lost or stolen keys	✓	✓
Roof damage caused by a storm or bad weather	✓	✓
Pest infestation	✓	✓
Water supply pipes issues	✓	✓
Leaks from internal gas supply pipes	✓	✓
Overnight accommodation each year	✓ 3 nights	✓ 3 nights
Annual Boiler Service	Optional	Optional

\*Not including pipes that are shared or outside the boundary of the home.

## Who provides your Home Emergency/ Home & Heating Emergency Policy?

This policy is underwritten by Inter Partner Assistance S.A. which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

The claims handling and assistance services described in this policy are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group. You may check all the above details on the Financial Conduct Authority's Register by visiting this website: [register.fca.org.uk](https://register.fca.org.uk).

## 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** or belongings;  
and/or
- b) make **your home** safe, secure and fit to live in;  
and/or
- c) prevent a risk to **your** health;  
and/or
- d) restore electricity, gas or water services at **your home** if they have failed.

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

### Situations 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**.

### Situations 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.

### We cannot help you with the following...

- An **emergency** that happens due to something that **you** were aware of before the start of **your** policy or within the first 14 days of **your** policy (this does not apply if you have renewed **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.

## Your policy provides emergency help that will be...

- A temporary repair to stop the immediate **emergency** and make **your home** safe to live in for **you** and **your** family. **You** will need to replace this with a permanent repair at **your** cost.
- a permanent repair if:
  - it is not possible to provide a temporary repair, or
  - it is possible at the same time and for the same cost as a temporary repair.

## How to make a claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** immediately by calling **our** 24/7 helpline on 0345 217 6435 or by logging **your** claim online at: [www.saga-homeemergency.homemanager.link](http://www.saga-homeemergency.homemanager.link).

Make sure **you** have **your** policy number to hand when **you** call. **You** will find this on **your Statement of Fact**. **You** will also need to tell **us** **your** name and address, including the postcode, and the nature of the **emergency**.

Once **you** tell **us** what **you** need help with **we** will:

1. Tell **you** how to protect **your home** and family.
2. Check **your** policy and arrange for help.
3. Our **authorised tradesperson** will contact **you** to arrange a suitable time to come to **your home**.
4. **We** will speak with **our authorised tradesperson** to manage **your** claim. We will update **you** on the progress.

In some circumstances, **we** may find it difficult to send an **authorised tradesperson** to **your home** or to deal with **your emergency** quickly enough. For example, this may be because:

- **we** cannot find a suitable **authorised tradesperson** in **your** area,
- A lot of people in **your** area need **our** help at the same time,
- bad weather,
- industrial actions or strikes,
- parts are not available or **we** cannot get them quickly enough.

When this happens **we** may deal with **your** claim on a **pay and claim basis**. **Our** agents will ask **you** to arrange **your** own help and **we** will pay **you** back **your** costs, up to the policy limits.

**You** must ensure there is an adult (aged 18 years or over) present at **your home** when **our authorised tradesperson** arrives. Otherwise they will be unable to carry out the service.

For both Home Emergency and Home and Heating Emergency **we** will pay up to £2,000 per claim including V.A.T for call outs, materials, parts and labour to carry out a temporary repair, or if it can be carried out at the same time and expense, a permanent repair. If the repair exceeds £2,000 in total to complete, **we** will advise **you** of the cost and will proceed only if **you** agree to pay for the amount above £2,000.

The police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major **emergencies** which may result in serious damage or danger to **you** or anyone else should immediately be reported to the appropriate public supply authority, or in the case of difficulty, to the emergency services. Suspected gas leaks must always be reported to National Gas Emergency Service on **0800 111 999**.

## Definitions applicable to your Home Emergency and Home & Heating Emergency cover

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

*Please note that the below definitions apply specifically to this Home Emergency/Home & Heating Emergency section and not to the rest of the policy book.*

**Authorised tradesperson** – A qualified, specialist contractor who acts on **our** behalf, and who **we** authorise to assess **your** claim and provide **emergency help** in **your home**.

**Beyond economical repair** – Where the total cost of the parts needed to repair a boiler, heating and / or hot water system are more than 85% of the manufacturers current selling price for:

- the same or equivalent model of **your** boiler if **you** bought it brand new (if available), or
- a new boiler of the same or a similar make, model and output (power).

**We** calculate the current average selling price of the parts needed for the repair based on the costs to get these parts from **our** specialised UK suppliers.

**We** will also consider **your** boiler, heating and / or hot water system to be beyond economical repair if the parts **we** need are no longer available.

**Our authorised tradesperson** will assess **your** boiler, heating and / or hot water system and tell **us** if it is beyond economical repair.

**Emergency/emergencies** – A sudden event that was not expected by **you** that affects **your home** and which needs immediate action to:

- make **your home** safe, secure and fit to live in,
- prevent a risk to **your** health,
- avoid damage or any more damage to **your home** or belongings, or
- restore electricity, gas or water services at **your home** if they have failed.

**Emergency help** – The help **you** need to stop the **emergency** from getting worse and:

- causing more damage,
- making **your home** not safe to live in, or
- causing a risk to health and safety.

This help will be:

- A temporary repair to stop the immediate **emergency** and make **your home** safe to live in for **you** and **your** family. **You** will need to replace this with a permanent repair at **your** cost.
- A permanent repair if:
  - it is not possible to provide a temporary repair, or
  - it is possible at the same time and for the same cost as a temporary repair.

**Home** – The private house or flat, including any garages and conservatories attached to the main building which is:

- shown in the **Statement of Fact**; and
- that **you** use to live in only.

**We** do not cover detached garages, sheds, greenhouses or other outbuildings not attached to the main building.

**Pay and claim basis** - In some **emergencies**, **we** may not be able to provide **emergency help**. Where **our** agents agree and as long as **you** provide fully itemised invoices or receipts (as set out in the General Conditions section) **we** will pay up to the limits set out in this policy for the costs **you** pay to resolve the **emergency**.

**We** will do this if:

- It is not possible for **us** to directly arrange help to solve **your** problem. This could be because **we** don't have a suitable **authorised tradesperson** in **your** area who can deal with **your** specific **emergency**, or if **we** cannot provide help quickly enough. In these cases **we** will pay **you** up to the policy limits so **you** can arrange and pay for **your** own contractor.
- Where **your** claim is for overnight accommodation after an **emergency**, or to replace **your** heating equipment if **we** decide it is **beyond economical repair**. **You** will need to arrange and pay for these, and **we** will pay **you** back.

**Period of insurance** - The period for which the insurer has agreed to cover **you** and for which **you** have paid the required premium as shown on **your Statement of Fact**.

**Policyholder** - The person(s) named on **the Statement of Fact**.

**Property** - The **home** and land within its boundary.

**Reinstatement** - Repairing the damage caused by:

- an **emergency**; or
- **our authorised tradesperson** creating access to find the source of the **emergency**.

This includes any damage caused to the **home**, its contents, fixtures or flooring.

**Statement of Fact** - The document which gives details of **you**, the insurer, **your home** and cover.

**Trace and access** - Where it is difficult to locate the source of the **emergency** (such as a leak) in **your home** and **we** need specialist equipment or tools to help locate it.

Any work that, in the opinion of **our authorised tradesperson**, is more complicated than the work described in 'Creating access' in 'General Conditions'. For example, digging up floors or breaking into walls.

**You, your** - The **policyholder**, spouse or partner living in the **home**.

**We, us, our** - Inter Partner Assistance S.A. and AXA Assistance (UK) Limited.

# Home Emergency

## Your Cover

Your **Statement of Fact** will show if **you** have purchased this section. This section should be read in conjunction with the 'General Exclusions' on pages 85-86 and the 'General Conditions' on page 87.

What is covered	What is not covered
<p>We will appoint the <b>authorised tradesperson</b> and will pay up to £2,000 per <b>emergency</b> (listed below) which occurs during the <b>period of insurance</b>. This includes call out fees, labour, parts, materials and VAT. There is no limit to the number of <b>emergencies</b> covered.</p>	<p><b>Emergencies</b> within 14 days of the start of <b>your</b> policy (this does not apply if <b>you</b> have renewed <b>your</b> policy).</p>
<p><b>Plumbing</b></p> <p>An <b>emergency</b> relating to:</p> <ol style="list-style-type: none"><li>The internal hot and cold water pipes between the main internal stopcock and the internal taps.</li><li>The cold water storage tank.</li><li>Failure of one or more of <b>your</b> toilets to function.</li><li>A leak from;<ul style="list-style-type: none"><li><b>your</b> toilet cistern;</li><li><b>your</b> central heating water pipes;</li><li>shower fixtures and fittings which cannot be controlled; or</li><li>the internal section of the overflow pipe</li></ul></li></ol>	<ol style="list-style-type: none"><li>Shared water pipes (such as those that serve other properties as well as <b>your home</b>).</li><li>Frozen pipes that have not resulted in confirmed damage.</li><li>Damage to water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants or roofs.</li><li>Repair or replacement of cylinders, replacing water tanks, immersion heaters, heating controls, water circulating and pressure pumps, radiators, radiator valves, shower units and fittings and heated towel rails.</li><li>Repair or replacement of washers or taps.</li><li>Repair or replacement of Saniflo systems or other mechanical toilets (also known as macerators).</li><li>Replacing sinks, basins, shower trays or enclosures, baths or toilet bowls.</li><li>A leaking central heating radiator where <b>you</b> are able to turn off the radiator and stop the leak.</li><li>Leaking or damaged washing machines or other household appliances.</li></ol>

## Your cover (cont.)

What is covered	What is not covered
<p><b>Drainage</b></p> <p><b>We</b> will appoint an <b>authorised tradesperson</b> to either unblock the drain or repair the leaks, depending on what is needed if <b>you</b> have an <b>emergency</b> relating to;</p> <ol style="list-style-type: none"> <li>1. a blockage or waste water leak from a toilet, sink, bath or shower waste pipes,</li> <li>2. blocked or leaking soil vent pipes if <b>you</b> are solely responsible for these, or</li> <li>3. an external drain blockage, including rainwater drains.</li> </ol> <p><b>We</b> will cover <b>you</b> even if <b>you</b> have another working toilet or bathroom in <b>your home</b>.</p>	<ol style="list-style-type: none"> <li>1. Vacuum drainage systems or the cost of draining down where no appropriate drainage facility is available.</li> <li>2. Damage to rainwater pipes and guttering.</li> <li>3. Repair or replacement of Saniflo systems or sanitary ware, shower trays or enclosures and associated pumps.</li> <li>4. Repairing or replacing soakaways (a pit filled with rubble for water to drain into), cesspits, septic tanks, treatment plants and their overflow pipes.</li> <li>5. Claims relating to blockages to external pipes that are outside the boundary of <b>your property</b> or any shared pipes.</li> </ol>
<p><b>Internal electrics</b></p> <p>An <b>emergency</b> relating to:</p> <p>Partial or intermittent electrical failure in one or more zones of <b>your home</b>.</p> <p>For example;</p> <ul style="list-style-type: none"> <li>• The lights in <b>your</b> only bathroom or toilet facility not working,</li> <li>• The wiring in <b>your</b> boiler, immersion or heating system fail, or</li> <li>• All the electrical sockets in <b>your</b> kitchen fail.</li> </ul>	<ol style="list-style-type: none"> <li>1. Any claim relating to spotlights and decorative floor lights, security systems and any external fittings such as TV aerials and satellite dishes.</li> <li>2. Replacement of bulbs or fuses in plugs or circuits in <b>your home</b>.</li> <li>3. Repair or replacement of controls, timers, programmers, pumps and detectors.</li> <li>4. Repair or replacement of connections to pumps, swimming pools, ponds, fish tanks or water features whether inside or outside the <b>home</b>.</li> <li>5. Electrical failure where the fault is affecting communal areas e.g. flats.</li> <li>6. Repair or replacement that requires total rewiring.</li> </ol>

## Your cover (cont.)

What is covered	What is not covered
<p><b>Key and locks</b></p> <p>An <b>emergency</b> relating to:</p> <p>a) An external door where <b>you</b> have no access to <b>your home</b>, and there is no other access available due to:</p> <ul style="list-style-type: none"> <li>• lost or damaged keys;</li> <li>• stolen keys; or</li> <li>• failure of the external locking mechanism to the door.</li> </ul> <p>b) An external door where <b>you</b> are unable to secure <b>your home</b> due to:</p> <ul style="list-style-type: none"> <li>• lost or damaged keys;</li> <li>• stolen keys; or</li> <li>• failure of the external locking mechanism to the door.</li> </ul> <p>c) Damage to the locks on external doors or windows caused by vandalism, theft or attempted theft where <b>you</b> are unable to secure <b>your home</b>.</p>	<ol style="list-style-type: none"> <li>1. Replacement of lost, damaged or stolen keys if another set of keys is available or <b>you</b> have other means of access to the <b>home</b>.</li> <li>2. Repair and/or replacement of keys for garages, outbuildings and sheds.</li> <li>3. Providing multiple replacement keys.</li> <li>4. Repair or replacement of complete multipoint locking mechanisms.</li> </ol>
<p><b>Windows</b></p> <p>An <b>emergency</b> relating to broken or cracked windows.</p> <p><b>We</b> will use boarding or similar material to stop the immediate security risk. <b>We</b> will not permanently replace the windows or any part of them.</p>	<ol style="list-style-type: none"> <li>1. Claims relating to windows that are shared/communal that are not part of <b>your home</b>.</li> <li>2. Any double glazing, where only one pane is broken so the <b>home</b> is still secure.</li> </ol>

## Your cover (cont.)

What is covered	What is not covered
<p><b>Roofing</b></p> <p>An <b>emergency</b> relating to any damage to the roof caused by bad weather and water is coming into the <b>home</b> through the roof. <b>Our authorised tradesperson</b> will use tarpaulin or similar material to cover and protect the affected area of <b>your</b> roof, until <b>you</b> can arrange for a permanent repair through <b>your home</b> insurance or at <b>your</b> own cost.</p>	<ol style="list-style-type: none"> <li>1. Thatched, flat, glass, plastic, felt or tarpaulin roofs.</li> <li>2. The cost of a permanent repair that is or should be more specifically insured as part of any other insurance policy.</li> <li>3. Situations where it is clear the damage was not caused by bad weather.</li> <li>4. Shared roofs or roofs that are not directly above <b>your home</b>. This includes the roof on a whole block of flats.</li> </ol>
<p><b>Pest infestation</b></p> <p>Removal of mice, rats, wasps, hornets and cockroaches where evidence of infestation in <b>your home</b> has been found.</p> <p><b>We</b> will send an <b>authorised tradesperson</b> to assess how to get rid of the infestation and put in place pest control measures. <b>We</b> may be able to deal with the <b>emergency</b> in one visit, or <b>we</b> may need more visits. <b>We</b> will let <b>you</b> know based on the circumstances of <b>your emergency</b>.</p>	<ol style="list-style-type: none"> <li>1. Pests found outside <b>your home</b>, such as in detached garages, outbuildings, gardens, or on your land or patio unless a nest is attached to <b>your home</b>.</li> <li>2. Infestation known to exist prior to the start of the policy.</li> <li>3. Any infestation where <b>you</b> have not taken hygiene measures to prevent pest infestation.</li> <li>4. Infestation by any animal, insect or pest not listed under what is covered.</li> </ol>
<p><b>Water supply pipes</b></p> <p><i>(This subsection will not apply to flats and maisonettes where there are shared facilities.)</i></p> <p>An <b>emergency</b> involving the leakage, collapse or blockage of the mains water supply pipe from and including the main stopcock in <b>your home</b> up to the boundary of your <b>property</b> that requires immediate attention to restore the water supply to <b>your home</b>.</p>	<ol style="list-style-type: none"> <li>1. Water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, rainwater pipes or roofs.</li> <li>2. Sections of pipe that are shared.</li> <li>3. Frozen pipes that have not resulted in confirmed damage.</li> </ol>

## Your cover (cont.)

What is covered	What is not covered
<p><b>Internal domestic gas supply</b></p> <p><u>Any suspected gas leaks should be reported immediately to the National Gas Emergency Service on 0800 111 999.</u></p> <p>Once the National Gas service has dealt with the gas supply <b>we</b> will pay for an <b>authorised tradesperson</b> to repair or replace the affected section of pipe between the meter and gas appliance.</p>	<ol style="list-style-type: none"><li>1. Any claim relating to a leak from the appliance itself.</li></ol>
<p><b>Overnight accommodation</b></p> <p>If <b>you</b>, anyone living with <b>you</b> and <b>your</b> domestic pets are unable to stay in <b>your home</b> because it is;</p> <ul style="list-style-type: none"><li>• not safe to live in</li><li>• there is a risk to health and safety</li></ul> <p><b>We</b> will pay for local hotel costs and transport costs to get there, up to £150 (including VAT) per night, up to a maximum of 3 nights.</p> <p>This will be on a <b>pay and claim basis</b>.</p>	<ol style="list-style-type: none"><li>1. Overnight accommodation which has not been agreed by <b>us</b> for each night.</li><li>2. More than £150 (including VAT) per night.</li><li>3. More than 3 nights in any <b>period of insurance</b>.</li><li>4. Meal costs or any other expenses while <b>you</b> are away from <b>your home</b>.</li></ol>

## Home & Heating Emergency

Your **Statement of Fact** will show if **you** have purchased this section. This cover is in addition to that provided under Home Emergency (pages 78-82). This section should be read in conjunction with the 'General Exclusions' on pages 85-86 and the 'General Conditions' on page 87.

### Your Cover

What is insured	What is not insured
<p><b>Boiler, Heating or Hot water system</b></p> <p><b>We</b> will appoint an <b>authorised tradesperson</b> and will pay up to £2,000 per <b>emergency</b>, for call out, labour, parts, materials and VAT relating to;</p> <p>a) complete failure of the main heating and hot water system, that means that <b>you</b> do not have any heat or hot water in <b>your home</b>. This includes;</p> <ul style="list-style-type: none"> <li>• water leaks from the system, and</li> <li>• not being able to manually switch the system on or off.</li> </ul> <p>b) Gas boilers or heating systems with a power output of a maximum of 70kw . This includes:</p> <ul style="list-style-type: none"> <li>• the boiler isolating valve,</li> <li>• manufacturer fitted parts,</li> <li>• the pump,</li> <li>• motorised zone valves,</li> <li>• thermostat,</li> <li>• timer, and</li> <li>• temperature/pressure controls.</li> </ul> <p>c) The main system running on:</p> <ul style="list-style-type: none"> <li>• air, ground or water source heat pumps,</li> <li>• oil, LPG, solid fuel (including biomass), or</li> <li>• electricity (electric boiler or storage heating)</li> </ul> <p>Some of these systems will be covered on a <b>pay and claim basis</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Emergencies</b> that happen within 14 days of the start of <b>your</b> policy (unless <b>you</b> have renewed <b>your</b> policy).</li> <li>2. Underfloor heating, warm air units and solar heating systems or boilers with an output over 70 kw.</li> <li>3. Any secondary or extra heating systems.</li> <li>4. Repair or replacement of cylinders, water tanks, immersion heaters and water circulating and pressure pumps.</li> <li>5. Boilers, heating or hot water systems which <b>you</b> have not maintained or been serviced in line with the manufacturer's guidelines.</li> <li>6. Repairs required as a result of design faults or installation errors.</li> <li>7. Adjustments to timing and temperature controls, or replacing controls which <b>you</b> can safely manually operate, including relighting a pilot light or flame after <b>your</b> gas supply has been turned off.</li> <li>8. Any boiler systems that have not been correctly installed to British Standards.</li> <li>9. Repair and replacement of:             <ul style="list-style-type: none"> <li>• flues;</li> <li>• any radiators or coverings; or</li> <li>• showers, fittings and taps.</li> </ul> </li> <li>10. Any partial failure or intermittent faults.</li> </ol>

## Your cover (cont.)

What is insured	What is not insured
<p><b>Boiler, heating or hot water system beyond economical repair</b></p> <p>If <b>our authorised tradesperson</b> decides <b>your</b> boiler or heating system is <b>beyond economical repair</b> (or parts needed to repair <b>your</b> boiler are no longer available), <b>we</b> will contribute a maximum of £250 towards the cost of <b>you</b> replacing it with a new boiler, heating or hot water system.</p> <p>This will be on a <b>pay and claim basis</b>.</p> <p>Failure to replace <b>your</b> boiler will mean that cover under this section no longer applies.</p>	<p>11. De-scaling the system and any fault or work which, in the opinion of <b>our authorised tradesperson</b>, is because of:</p> <ul style="list-style-type: none"><li>a) hard water deposits, (including power flushing),</li><li>b) damage caused by aggressive water, rust, sludge and/or debris from corrosion.</li></ul> <p>Signs that work is necessary may include a boiler being noisy, sludge in pipes or poor water circulation.</p> <p>12. Routine maintenance, servicing and cleaning, including repairs that need a power flush.</p>

## General Exclusions which apply to your Home Emergency/Home & Heating Emergency policy

(see page 89 for general exclusions relating to the optional Annual Boiler Service)

You are not covered for;

1. Claims for any **emergency help** because of circumstances or an event that **you** or anyone living with **you** knew about before **you** bought **your** policy or within the first 14 days of the start of **your** policy.

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 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 cost to solve an **emergency** where **you**, or someone calling on **your** behalf, did not contact **us** first to arrange **emergency help** through an **authorised tradesperson**.
3. Day to day maintenance which **you** should carry out. This includes items which wear out over time.
4. Any system, equipment or facility, or any **emergency**, loss or damage they cause where they:
  - a) have not been installed properly,
  - b) are not working properly because of a manufacturing or design fault.

This includes plumbing, heating or electrical systems in the **home**.

5. Costs for repairs or help which are still under warranty or guarantee from the manufacturer, supplier, installer or repairer.
6. **Reinstatement** following an **emergency**.

7. **Trace and access** costs to find the source of the **emergency**.
8. **Emergency help** where **you**, anyone living with **you** or anyone acting on **your** behalf:
  - a. Is aggressive or abusive towards **our authorised tradesperson** or any of **our** staff and agents. This includes physical or verbal violence, abuse or any form of discrimination or racial abuse.
  - b. Impedes or stops us having access to **your home** at the agreed appointment time or any reasonable time.
9. Any claims arising out of subsidence, landslip or heave.
10. Damage to boundary walls, hedges, fences, gates or other items surrounding **your home**.
11. Any **emergency** which is caused by the mains water, gas, electricity or other utility service being disconnected or that have failed. This includes equipment or services which are the utility company's responsibility. In these cases, **you** must call them to arrange help at their or **your** own cost.
12. Replacing or repairing any steel, lead or iron pipes.
13. Removing asbestos. **We** may also not be able to help if asbestos needs to be moved or disturbed to help with the **emergency**.
14. Providing **emergency help** or settling claims on a **pay and claim basis** for any **emergency** which is caused by terrorism, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
15. Providing **emergency help** or settling claims on a **pay and claim basis** for any **emergency** which is caused by 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.

16. Unless **we** provide cover under this insurance, any other loss, damage or extra costs from the **emergency you** are claiming for. For example, loss of earnings following an **emergency**.
17. Claims where **your home** has been unoccupied for more than 60 consecutive days.
18. Defects, damage, costs or **emergencies** caused by, or which relate to:
  - a. repairs attempted by **you, your** own contractor or someone else,
  - b. **your** or someone else's deliberate action,
  - c. negligence,
  - d. misuse, or
  - e. faulty workmanship.
19. Any fixture where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
20. **Emergency help** which **our authorised tradesperson** cannot deal with or safely work at **your home** because of:
  - a. health and safety regulations,
  - b. bad weather,
  - c. unexpected things outside of their control such as a war or earthquake, or
  - d. a risk assessment.
21. **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 which apply to your Home Emergency/Home & Heating Emergency policy

(see page 88 for policy conditions relating to the optional Annual Boiler Service)

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

It is **your** duty to provide **us** with correct information and answer all questions honestly and fully at all times. And **you** must tell us as quickly as possible if you change **your home** address. If **you** do not tell **us**, **your** policy may be cancelled and **any** claim **you** make may not be paid.

2. **Claims** - **You** must tell **us** about **your emergency** as soon as possible. **You** should not arrange help before getting **our** agreement.

**You** must ensure there is an adult (aged 18 years or over) present at **your home** when **our authorised tradesperson** arrives. Otherwise they will be unable to carry out the service.

If someone else is at fault for the claim or they caused the **emergency**, **we** may take legal action against them in **your** name to recover any costs **we** have paid. **You** must give **us** any help **we** need, and any costs recovered will belong to **us**.

Where **we** provide help on a **pay and claim basis you** must:

- Provide itemised receipts or invoices showing the cost of:
  - equipment, parts and items paid for individually; and
  - labour

- use qualified and suitably accredited tradespeople for all work, such as gas engineers holding Gas Safe certificates if **you** need help with gas boilers or pipework, and similarly qualified tradespeople for other work.

3. **Creating access** - **Our authorised tradesperson** may need to create access to find the source of the emergency, for example, lifting floorboards or removing bath panels. If **we** need to create access, **our authorised tradesperson** will ask **you** to sign a form called a disclaimer before they start. **We** will not cover **reinstatement** (putting things back to how they were). This policy does not cover **trace and access**.

4. **Availability of parts** - If **our authorised tradesperson** does not have the parts they need when they come to **your home**, **we** will do all **we** reasonably can to find parts from **our** approved suppliers. This includes new or reconditioned parts. **We** will only use reconditioned parts where the manufacturer, or a company approved by the manufacturer, has done the reconditioning.

**We** may not replace parts with parts that are exactly the same. Instead **we** may provide alternatives which are suitable for solving the **emergency**.

Circumstances out of **our** control may mean there is a delay with replacement parts. If this happens, **we** aim to keep **you** informed.

Where parts are no longer available, **we** will make sure **your home** is safe. If necessary, **we** can arrange for **you** to get a quote for a suitable replacement at **your** cost.

## ANNUAL BOILER SERVICE

The Annual Boiler Service is an optional addition to **your** Home Emergency or Home & Heating Emergency optional cover. **Your Statement of Fact** 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: 0345 330 2987 lines are open 9am - 5pm Monday to Friday excluding bank holidays. 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 **home** on which the services are performed or requested to be performed

**Engineer** - The person providing the services.

**Fee(s)** - The sum, calculated, which you agree to pay for the services including any parts and labour identified to **you** by **us** and/ or, where applicable, **our** attendance fee, and any VAT and other applicable taxes payable in relation to such sum(s).

**Immediately dangerous** - A **boiler** which if operated or left connected to a gas supply, is an immediate danger to life or **your home**.

**We, us, our** - AXA Assistance (UK) Limited, authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

## Your 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.

### Your Boiler service appointment

1. **You** will be contacted within 28 days of **your** 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 0345 330 2987 lines are open 9am-5pm Monday to Friday excluding bank holidays.
2. If **you** or **your** representative are not at **home** 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

5. By providing the service, **we** do not validate that **your boiler** qualifies for cover under the Home & Heating Emergency product.
6. The service will be delivered by a Gas Safe registered **engineer**.
7. The service includes up to £10 of materials and parts. Additional charges will 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.
8. 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.
9. 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.
10. 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).
11. The service is only available for domestic **boilers**: (i) up to 70kw power output; (ii) that do not contain asbestos.
12. The service does not include: (i) 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.

13. **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.

14. **We** will only cover **your** main **boiler** and not a second boiler.

### Liability

15. Where **we** agree to carry out services for **you**, those services shall be carried out by the engineer appointed by **us**.
16. **We** have the right, at any time, to refuse to arrange a service or provide service if:
  - (i) **you** or anyone acting on **your** behalf is aggressive or abusive to **our engineer** or any of **our** staff or agents;
  - (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.
17. **We** will not be liable for any delay or for the consequences of any delay in performing the service if the delay is due to any cause beyond **our** reasonable control, and **we** will be entitled to a reasonable extension of the time to carry out the service.
18. **We** will only be liable for services completed by **us** and are not responsible for any damage or claims resulting from this or other services overlooked or subsequently requested and not undertaken at that time.

19. While **we** seek to meet the service needs of **our** customers at all times, there may be times that this **may** not always be possible. **We** will try to complete the services within the time estimates given to **you**. **We** will inform **you** of any delay as soon as reasonably practical.

20. **We** will not be liable for the failure to send out an **engineer** if it is for circumstances outside **our** control. Examples of this could be:

- riots,
- bad weather, or
- industrial actions or strikes.

Therefore, **we** may need to rearrange an appointment. In these situations, **you** will be given as much notice as possible.

21. **We** and **our** agents or sub-contractors, **will** 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 will 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.



## HELPLINES

### CUSTOMER SERVICE

For questions about your policy

**0345 145 0012**

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

### LEGAL EXPENSES COVER

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

from the UK **0345 155 8072**

from abroad **+44 191 911 6194**

For the Online Safety Support Service

**0800 302 9018**

24 hours a day, 7 days a week.

### CLAIMS

For new claims or help with an existing claim

**0345 300 8800**

24 hours a day, 7 days a week.

Alternatively, report your claim online at [www.saga.co.uk/homeclaims](http://www.saga.co.uk/homeclaims)  
or via your MySaga account.

### HOME EMERGENCY

For Home Emergency or Home & Heating Emergency claims

**0345 217 6435** 24 Hours a day, 7 days a week.

You can log your claim online  
[www.saga-homeemergency.homemanager.link](http://www.saga-homeemergency.homemanager.link)

Annual Boiler Service

**0345 330 2987**

Monday - Friday 9.00am to 5.00pm.

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 **0345 145 0012**.

If you have a hearing or speech impairment, you can also chat to us online at [www.saga.co.uk/insurancechat](http://www.saga.co.uk/insurancechat).  
Our virtual assistant can answer many frequently asked questions and tell you how to contact us.

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