



YOUR POLICY BOOK

SAGA PLUS HOME INSURANCE

SAGA

Experience is everything



CONTENTS

All about Saga Plus Home Insurance

<u>Welcome to Saga Plus Home Insurance</u>	<u>3</u>
<u>Covering your home from top to bottom</u>	<u>4</u>
<u>Your cover at a glance</u>	<u>5</u>
<u>Protecting your property</u>	<u>7</u>
<u>Some other information you need to know</u>	<u>8</u>

Your policy

<u>Specific policy words and what they mean</u>	<u>10</u>
<u>Buildings cover</u>	<u>14</u>
<u>Contents cover</u>	<u>20</u>
<u>Personal Belongings Cover – Unspecified items</u>	<u>28</u>

Optional cover

<u>Personal Belongings Cover – Specified items</u>	<u>29</u>
<u>Specified Bicycles Outside the Home Cover</u>	<u>30</u>
<u>Legal Expenses Cover</u>	<u>31</u>
<u>How to obtain legal advice or make a claim</u>	<u>33</u>
<u>Online Safety Support Service</u>	<u>39</u>
<u>How to make a claim</u>	<u>41</u>
<u>How to make a claim – General Conditions</u>	<u>42</u>
<u>How much we will pay</u>	<u>43</u>
<u>General Exceptions</u>	<u>44</u>
<u>General Conditions</u>	<u>45</u>

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

YOUR POLICY IN DETAIL

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

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

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

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

WELCOME TO SAGA PLUS HOME INSURANCE

Thank you for taking out home insurance with Saga.

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

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

There's some other information we need to tell you, such as what to do if you're not happy with your policy, what we do with your personal information and how we are doing our best to combat fraud. You can find this information on [pages 7-9](#).

Next we tell you more specific information about your policy, including an explanation of words that have particular meanings in this book, before getting down to the real detail of exactly what you can and can't claim for. There are some things that we always exclude from cover and these are shown in the General Exceptions on [pages 44-45](#); while the General Conditions that follow explain what you need to do to ensure you have the full protection of your policy.

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

Finally, if you need to make a claim on your policy, you can find details of how to do so on [pages 41 and 42](#).

COVERING YOUR HOME FROM TOP TO BOTTOM

- 1 'New for old' contents cover, including clothing and linen.
- 2 The cost of alternative accommodation if the property cannot be lived in during repairs – up to sum insured.
- 3 Cover of up to £5,000 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, access and repair of a water or oil leak – up to buildings sum insured.
- 7 Cover for accidental damage to your television – up to contents sum insured.
- 8 Cost of replacing new locks or mechanisms – up to contents sum insured.
- 9 Cover for contents in your domestic garage or outbuildings at the property – up to contents sum insured.
- 10 Cover for accidental damage to cables, underground pipes and underground tanks – up to buildings sum insured.



YOUR COVER AT A GLANCE

What's covered	Maximum amount payable
Buildings cover	
Rebuilding and repair costs	Sum insured shown on policy Schedule
Property owner's liability	£2,000,000
Alternative accommodation	Up to buildings sum insured
Trace, access and repair of leaking water or oil pipes causing damage	Up to buildings sum insured
Accidental damage	Up to buildings sum insured
Emergency entry	Up to buildings sum insured
Lock replacement	Up to buildings sum insured
Damage caused by pets	Up to buildings sum insured
Replacement of matching pairs and sets	Up to buildings sum insured
Compulsory evacuation	Up to buildings sum insured
Trauma cover	Expenses following a violent crime at your home: – Up to £1,000 for temporary accommodation and/or to carry out security improvements at your home – Up to £5,000 for necessary conveyancing, removal and estate agency fees

What's covered	Maximum amount payable
Buildings cover (Cont.)	
Trauma cover (Cont.)	Following an accepted claim on this policy: – Up to £1,000 for professional counselling fees Permanent disability following an accident in the home – £30,000 for necessary alterations
Contents cover	
New for old cover for contents	Sum insured shown on policy Schedule
Alternative accommodation	Up to contents sum insured
Replacement of matching pairs and sets	Up to contents sum insured
Theft by bogus officials	£250
Liability to others	£2,000,000
Accidental damage	Up to contents sum insured
Religious festivals	20% increase on contents sum insured during the month of any religious festival
Weddings, civil partnerships, birthdays or anniversaries	20% increase on contents sum insured for one month before and one month after
Visitors' personal belongings	£2,000

What's covered	Maximum amount payable
Contents cover (Cont.)	
Contents in the open	£5,000
Lock replacement	Up to contents sum insured
Garden cover	£5,000
Personal money and credit cards	£1,000
Frozen food	Up to contents sum insured
Oil and metered water	Up to contents sum insured
Business equipment	£10,000
Deeds and documents	£2,500
Damage caused by pets	Up to contents sum insured
Medical equipment on loan	£5,000
Carers' personal belongings	£250
Liability to domestic employees	£10,000,000
Unrecovered court awards	£2,000,000 (plus other costs and expenses we have agreed to)
Moving home – cover for new home	Up to £5,000 for furniture, soft furnishings and kitchen appliances in your new home
Fatal injury	£5,000
Liability as a tenant	£15,000

What's covered	Maximum amount payable
Contents cover (Cont.)	
Student cover	£10,000
Personal Belongings Cover – Unspecified items	£10,000 per event Single item limit – £2,500 per individual item, pair or set (excluding bicycles) £1,000 for bicycles
Trauma cover – Counselling fees	Following an accepted claim on this policy: – Up to £1,000 for professional counselling fees
Additional cover options	
Personal Belongings Cover – Specified items	Up to amount shown on policy Schedule
Specified Bicycles Outside the Home Cover	Up to amount shown on policy Schedule
Legal Expenses Cover	Up to £100,000 per claim

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

Our customer service commitment to you

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

What happens when it's time to renew your policy

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

Use of your information

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

Saga and/or the insurer(s) will hold your personal data securely

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

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

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

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

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

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

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

Saga uses the data they collect from you, including special categories of personal data, to contact you and personalise their communication. Saga and/or the insurer(s) also use it for administrative purposes to provide the service you requested and for preparing quotations. If Saga has obtained your permission to do so, they will also contact you by post, telephone, email or other means to tell you about offers, products and services that may be of interest to you. At any time you can opt out of receiving such information, revise the products you would like to hear about or change the method they use to communicate with you. You can update these preferences by calling 0800 056 9102. For further information about how the Saga Group uses your personal information, please visit www.saga.co.uk/privacy-policy or contact the Saga Group Data Protection Officer by email: data.protection@saga.co.uk or post: Saga Services Limited, 3 Pancras Square, London N1C 4AG.

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

Fraud prevention and financial crime

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

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

As part of the insurer's fraud prevention process it will complete a number of enquiries to check the details you provide. If false or

inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

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

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

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

If you would like to receive details of the fraud prevention agencies used, please contact the Application Counter Fraud Manager, Saga Services Limited, PO Box 253, Seaham DO, SR7 1BN.

What happens if we change the underwriter of your policy

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

Inflation protection – index-linking

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

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

Buildings

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

Contents

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

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 Plus Insurance policy covers **you** for working from **home** for clerical use only. This is providing **you** have less than £10,000 worth of **business equipment** within **your home**, with no external visitors or staff connected to **your** work.

You must tell us if **your home** is being used for any other business purpose or the above limits are exceeded.

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 31](#) and the Online Safety Support Service section on [page 39](#). **You** should also look at these. **Your Schedule** will show **you** if **your** policy includes this section.

Accidental damage	Unexpected and unintended damage caused by sudden means.
Accidental loss	Unexpected and unintended physical loss.
Arrangement fee	The amount shown in your documents as a fee charged under a separate contract between you and Saga for arranging your insurance policy.
Bedroom	A room used as a bedroom or originally intended to be used as a bedroom but now used for other purposes.
Bogus officials	Anyone falsely claiming to be a representative from an organisation, company or governing body, in order to gain unforced access into your home .
Bicycle(s)	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.
Buildings	Your home or your new home , and its permanent fixtures and fittings , boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently built swimming or

Buildings (Cont.)

ornamental pools and their covers, tennis courts, cables, underground pipes and inspection covers, septic tanks and central-heating gas or oil tanks all forming part of the **property** for which **you** are legally responsible. These must all be at the address shown in **your Schedule**.

Business equipment

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

Compulsory evacuation

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

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

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 a 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**;
- b) **you** are responsible for them under a hiring or legal agreement; or

Contents (Cont.)

- 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 **home** (**your Schedule** 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 Schedule**.

Escape of water

Loss or damage by water as a result of a burst, frozen, leaking or overflowing fixed domestic drain, water or heating installation, kitchen appliance or fixed domestic water piping/pipes.

Excess

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

We show the **excess** amounts in **your Schedule**.

Fixtures and fittings

Built-in furniture, built-in **kitchen appliances**, fixed glass and sanitary ware, solar panels 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

Fixtures and fittings (Cont.)	carpets and re-usable (click-together) laminate flooring that is not glued down and/or secured around the perimeter of the room.	Kitchen appliances	Dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which you own.
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 does not include outbuildings, fences, gates or ride-on mowers and their accessories.	Landslip	Sudden movement of soil on a slope or gradual creep of a slope over a period of time.
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.	Motorised vehicles	Any electrically or mechanically powered vehicles other than: • vehicles used as domestic gardening equipment within the boundaries of the land belonging to your home; • vehicles designed to help infirm or disabled people (as long as the vehicles are not registered for road use); • golf carts and trolleys; and • pedestrian-controlled toys and models.
Ground heave	The upward or sideways movement of the site on which your buildings are situated caused by swelling of the ground.	New home	The private house, its garages and outbuildings belonging to the property that you have exchanged contracts to buy and will occupy as your permanent home.
Home	The private dwelling at the address in your Schedule and any outbuildings forming part of the property .	Outbuildings	Permanent and immovable secondary structures which are within the boundary of, belonging to, and are for the sole private use of, the property. This includes fixed sheds and greenhouses, summer houses, stables and barns, and domestic garages. Outbuildings does not include temporary or movable structures such as tents or movable sheds; see garden contents.
Insurer(s)	The insurer(s) shown in your Schedule .	Personal belongings	Clothing (including items of leather and sheepskin) and personal items including sports equipment (other than those excluded under contents) designed to be worn or carried, and camping equipment (excluding trailer tents).

Personal belongings (Cont.)	This does not include: • valuables or personal money; and • bicycles.	Storm (Cont.)	Snow to a depth of at least one foot (30 cm) in 24 hours or; Hail of such intensity that it causes damage to hard surfaces or breaks glass.
Personal money	Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps and certificates, unused current postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phonecards and trading stamps including television licence, gas, electricity and phone stamps you hold for personal purposes. Personal money does not include: • lottery and raffle tickets; • air miles vouchers and cards; • promotional vouchers and cards; • credit cards; • cryptocurrencies and other virtual currencies.	Subsidence	Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves.
Policyholder	The person named in your Schedule .	Sum insured	The amount shown in your Schedule as the most we will pay for any number of claims from the same event.
Property	The buildings and the land within its boundary.	Unfurnished	When your home is not sufficiently furnished for normal living purposes for more than 60 days in a row.
Saga	Saga Services Limited.	Unoccupied	When your home has not been, or will not be, lived in by you, or a person authorised by you, for more than 60 days in a row. By lived in, we mean activities, which must include bathing, cooking, eating and sleeping overnight, all of which are frequently carried out in your home.
Schedule	The document showing details of the policyholder and the insurance protection provided. Your Schedule is part of this policy and must be read in conjunction with the policy.	Valuables	Jewellery, watches, clocks, furs, articles made of gold, silver and other precious metals, precious stones, pictures, works of art and collections of stamps, coins and medals which you own or are in your possession.
Settlement	The natural movement of new properties in the months and years after they are built.	We, Our, Us	The insurer(s) shown in your Schedule .
Storm	A period of violent weather defined as: Wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort Scale) or; Torrential rainfall at a rate of at least 25mm per hour or;	You, Your	The person or people shown in the Schedule as the policyholder 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 home. This does not include lodgers and other guests.

BUILDINGS COVER

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

We cover the following	We do not cover the following
1. Loss or damage Any loss of or damage to your buildings, including: • loss or damage caused by domestic pets; • loss or damage caused by scratching or denting; • 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. • loss or damage caused by falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the fallen object which has caused the loss or damage, except any part of a tree which is underground.	The General Exceptions shown on pages 44-45. The excess shown in your Schedule. Please note that the excess you must pay can depend on the type of claim. If you claim against both the Buildings and Contents section of your combined policy, you will need to pay both excesses. The cost of preparing a claim. Loss or damage caused by: • wear and tear or something that occurs gradually over a period of time (unless in relation to point 4. Trace and access); • subsidence, ground heave or landslip to boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently built swimming pools or ornamental pools, tennis courts, septic tanks, or central-heating gas or oil tanks unless your home is damaged at the same time by the same cause; • movement to solid floor slabs unless the foundations beneath the outside walls of your home are damaged at the same time by the same cause; • settlement; • swelling or shrinking of infill materials; • the coast or river bank being worn away; • storm or flood to timber gates, fences and hedges; • structural changes, structural repairs or demolition; • faulty workmanship, faulty design or using faulty materials; • lopping, topping or felling of trees on your property; • malicious acts or vandalism by you or any persons lawfully in your home; • malicious acts or vandalism, escape of water or theft or

We cover the following	We do not cover the following
2. Fees and other costs Costs and expenses which we have agreed to for: • complying with statutory or other buildings regulations or by-laws; • architects', surveyors' or other professional fees; • clearing rubble from the site, demolishing or propping up. 3. Alternative accommodation Any costs and expenses for rent you would have received, rent you still have to pay including ground rent, and alternative accommodation in a suitable property for you and your domestic pets, which we have agreed to: • during an accepted claim for loss of or damage to your buildings where your home cannot be lived in as a result of the loss or damage. • for a maximum period of 30 days, following a compulsory evacuation of your buildings. 4. Trace and access If your buildings are damaged by leaking water or oil, we will pay up to £5,000 in total, which we have agreed to in	attempted theft when your home is unoccupied or unfurnished; • mechanical or electrical fault, failure or breakdown; • escape of water caused by failure or lack of grout and/or sealant; • falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables to fences, hedges, or gates; • wind, rain, hail, or snow unless storm conditions were present as listed in the definition on page 13. Bad weather can highlight a defect rather than cause it, and damage resulting from a lack of proper maintenance will not be covered. If your home was unfurnished or unoccupied at the time of loss or damage.

We cover the following

advance, 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.

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.

5. Lock replacement

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

6. Selling **your home**

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

7. **New home**

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

We do not cover the following

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.

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

An **excess** of £50 applies to claims under this section.

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

- if **you** are not occupying **your new home** within eight weeks from the exchange date;
- caused by water which has leaked or overflowed from, or has frozen in, any fixed domestic drain, water or heating installation, appliance or piping when **your new home** is not lived in from the date of exchange of contracts to **your** moving in date unless **you** have arranged to turn off the gas and water supplies at the mains and drain the water system, or **you** have arranged to leave a central heating system working to prevent freezing, in which

We cover the following	We do not cover the following
8. Property owner's liability Your legal liability as owner of the buildings, including the land belonging to the buildings (and any private house previously owned and occupied or leased and occupied by you) following: • accidental death, bodily injury, illness or disease suffered by any person; and/or • loss of or damage to property. If you die, we will cover your legal personal representatives in respect of your legal liability. This includes any claimant costs and expenses arising from any one accident. We will also pay defence costs and expenses, which we agree to in writing.	case the temperature control must be set to at least 15 degrees Centigrade (59 degrees Fahrenheit). at all times during the period 1 October to 31 March inclusive; • if the buildings of your new home are insured under any other policy; • if the joint rebuilding costs of your buildings and your new home exceed the sum insured limit shown on your Schedule; - or • during any renovation/alteration to your new home. Your legal liability for: • accidental death, bodily injury, illness or disease suffered by you or your domestic employees; • loss of or damage to property which you own or is in your possession. • faulty work to any private house previously owned and occupied or leased and occupied by you, which happens more than seven years after this policy expires. Your legal liability arising from: • any business or employment involving you; • any deliberate act; • any contract or agreement unless you would have been liable anyway if that contract or agreement did not exist; • owning, possessing or using any of the following: – motorised vehicles (including powered transporters such as e-scooters and hoverboards); – caravans; – watercraft (other than surfboards, windsurfers and models or toys); – aircraft (other than models or toys). – drones. • Liability for loss, damage, injury, legal costs and any money you

We cover the following	We do not cover the following
9. 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; – Up to £1,000 in total for temporary accommodation up to a maximum of seven days after the event and/or carry out agreed improvements to physical security at the home; and – Up to £5,000 for 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 up to £1,000 for professional counselling fees. c. Up to £30,000 for 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 schedule. We must be given permission to obtain medical reports or records from any medical practitioner who has treated 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. 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 doctor registered to practise in the United Kingdom,

We cover the following	We do not cover the following
	Isle of Man or the Channel Islands 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.

CONTENTS COVER

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

We cover the following	We do not cover the following
1. Loss or damage Any loss of or damage to your contents or business equipment: • in your home and within the boundaries of the land belonging to your home including loss or damage caused by scratching or denting, or domestic pets; • while they are being transferred (in the United Kingdom, Channel Islands or Isle of Man) between your home and your new home or to or from a furniture storage facility, bank or safe deposit including loss or damage caused by scratching or denting, or domestic pets. • when you take them away from your home on a temporary basis anywhere in the United Kingdom, Isle of Man and Channel Islands, caused by: – fire, smoke, explosion, lightning or earthquake; – riot, civil commotion, strike, labour or political disturbance; – malicious acts or vandalism; – being hit by aircraft, flying objects or anything falling from them, vehicles, animals, falling trees, branches, or aerials, satellite dishes, masts and their fittings; – storm or flood; – subsidence or ground heave of the site on which the buildings stand or landslip; – water or oil that has leaked from any fixed domestic water or heating installation, appliance, piping or drain. – theft or attempted theft.	The General Exceptions shown on pages 44-45. The excess shown in your policy Schedule, except for claims arising from fatal injury, your legal liability and unrecovered court awards. The escape of water excess shown in your policy Schedule. The cost of preparing a claim. Loss of or damage to garden contents that you own, which are outside the buildings. Loss or damage caused by: • wear and tear or something that occurs gradually over a period of time; • mechanical or electrical fault, failure or breakdown; • malicious acts or vandalism by you or anybody lawfully in your home; • malicious acts or vandalism, escape of water or theft or attempted theft when your home is unfurnished or unoccupied; • subsidence, ground heave or landslip caused by coastal or river erosion; • escape of water resulting from the failure or lack of grout and/or sealant; • wind, rain, hail, or snow unless storm conditions were present as listed in the definition on page 13. Bad weather can highlight a defect rather than cause it, and damage resulting from a lack of proper maintenance will not be covered. Loss of or damage to the contents while they are away from your home:

We cover the following	We do not cover the following
2. Alternative accommodation Any costs and expenses, we have agreed to in advance, for: • rent you still have to pay; • alternative accommodation in a suitable property for you and your domestic pets; • the cost of temporary storage of your contents; during an accepted claim for loss of or damage to your contents where your home cannot be lived in as a result of loss or damage insured under your policy. 3. Personal money and credit cards Financial loss anywhere in the world following the fraudulent use of any credit card. The card must be issued in the United Kingdom, Channel Islands or Isle of Man. Loss of your personal money anywhere in the world.	• in a furniture storage facility; • by theft unless someone uses force and violence to go into or leave the buildings; • while you are in full-time education and living away from your home. • caused by storm or flood unless contained in the buildings. Keys and key fobs for motorised vehicles. Financial loss where: • the loss of the credit card has not been reported to the police and the card company within 24 hours after discovering the loss; • the card company's terms and conditions have been broken; • you have used the card fraudulently; • there has been unauthorised use by you or your family; • there has been theft by bogus officials (other than as described in section 10 on page 23). Shortages of personal money due to errors and/or omissions. An excess of £50 applies to claims under this section.

We cover the following	We do not cover the following
4. Metered water or heating oil Loss of oil or metered water from your domestic water or heating installation. 5. Lock replacement Installing new locks or replacing lock mechanisms to your home and safes and alarms in your home if the keys are lost or stolen. 6. 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. 7. 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. We will cover professional garden design fees and expenses incurred to return your garden to its condition prior to the damage. The most we will pay for any one claim is £5,000.	Claims for finding or fixing any leaks under this section of cover. If you have claimed for lock replacement under the Buildings section of this policy. An excess of £50 applies to claims under this section. An excess of £50 applies to claims under this section. Claims caused by the deliberate act of the supply authority. If your home was unoccupied at the time of the loss or damage. An excess of £50 applies to claims under this section. 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.

We cover the following	We do not cover the following
8. Visitors' personal belongings Loss of or damage to your visitors' personal belongings whilst in your home.	
9. Carers' personal belongings Loss of or damage to your carer's (who does not live with you permanently) personal belongings whilst in your home.	Carers' personal belongings which are covered by any other insurance or whilst the property is unoccupied or unfurnished.
10. Theft by bogus officials We will pay for the theft of personal money following unforced entry into your home by a bogus official.	Theft of personal money by a bogus official where the loss has not been reported to the police within 24 hours after discovering the loss.
11. Medical equipment on loan Loss of or damage within the United Kingdom, Channel Islands, Isle of Man and Republic of Ireland to specialist medical equipment (e.g. wheelchair) on loan from a UK-based hospital, local authority, the Red Cross or a relevant mobility shop.	Loss of or damage to medical equipment on loan where: • written proof of the policyholder's legal responsibility for the equipment cannot be provided; • the medical equipment on loan is covered by other insurance; • it is a result of a malicious act or vandalism caused by you or any persons lawfully in your home. • there has been a mechanical and/or electrical failure of medical equipment. Any loss of or damage to medical equipment in your home 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 in to or exit from it, or if your home was unfurnished or unoccupied at the time of loss or damage.
12. Religious festival increase We will automatically increase the contents sum insured shown in your Schedule by 20% during the month of any religious festivals to cover gifts and extra food and drink you	

We cover the following	We do not cover the following
buy. 13. Wedding, civil partnership, birthday and anniversary increase We will automatically increase the contents sum insured shown on your Schedule by 20% for a month before and after your wedding or civil partnership ceremonies, birthdays or anniversaries. 14. Deeds and documents We will pay to replace deeds and documents following loss or damage covered under this policy while they are in your home. 15. Student cover Loss of or damage to your contents when they are temporarily in Halls of Residence or other term-time student accommodation in the United Kingdom, Channel Islands or Isle of Man where you are studying, including whilst being transferred to or from your home, caused by: • fire, smoke, explosion, lightning or earthquake; • riot, civil commotion, strike, labour or political disturbance; • malicious acts or vandalism; • being hit by aircraft, flying objects or anything falling from them, vehicles, animals, falling trees, branches, or aerials, satellite dishes, masts and their fittings; • storm or flood; • subsidence or ground heave of the site on which your student accommodation stands, or landslip; • water or oil that has leaked from any fixed domestic water or heating installation, appliance, piping or drain. • theft or attempted theft.	Loss of or damage: • to bicycles; • to personal money and credit cards; • caused by theft or attempted theft unless someone uses force and violence to go into or leave your student accommodation.

We cover the following	We do not cover the following
16. New home Loss of or damage in your new home to furniture, soft furnishings and free-standing kitchen appliances for seven days prior to moving into your new home.	Loss or damage in your new home to furniture, soft furnishings and free-standing kitchen appliances: • caused by water which has leaked or overflowed from any fixed domestic drain, water or heating installation or piping when your new home is not lived in during the seven days prior to your moving in date, unless you have arranged to turn off the gas and water at the mains and drain the water system, or you have arranged to leave a central heating system working to prevent freezing, in which case the temperature control must be set to at least 58 degrees Fahrenheit (14 degrees Centigrade) at all times during the period 1 October to 31 March inclusive; • occurring more than seven days prior to your moving-in date.
17. Trauma cover – Counselling fees Following a claim made and accepted on this policy we will pay up to £1,000 for professional counselling fees for you.	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 buildings section of your policy.
18. Fatal injury Fatal injury to you in your home as a direct result of fire, explosion, lightning or intruders where death occurs within twelve months of such injury.	
19. Liability to others Your legal liability as a private individual following accidental death, bodily injury, illness or disease suffered by any person and loss of or damage to property. If you die, we will cover your legal personal representatives in respect of your legal liability. This includes any claimant costs and expenses arising	Your legal liability arising from: • any business or employment involving you; • any deliberate act; • any contract or agreement unless you would have been liable anyway if that contract or agreement did not exist; • any illness or disease you or your family pass onto someone else; • owning, possessing or using any of the following:

We cover the following	We do not cover the following
from any one accident. We will also pay defence costs and expenses, which we agree to in writing.	– motorised vehicles (including powered transporters such as e-scooters and hoverboards); – caravans; – watercraft (other than surfboards, windsurfers and models or toys); – aircraft (other than models or toys); – drones; • the ownership of your home and any other buildings or land; • accidental death, bodily injury, illness or disease suffered by you; • owning or caring for any dog referred to in or designated under Section 1 of the Dangerous Dogs Act 1991, Control of Dogs (Scotland) Act 2010 or the Dangerous Dogs (Northern Ireland) Order 1991 SI 2292 (NI 21) or any subsequent amending legislation; • animals (other than horses or pets kept at your home); • 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.
20. Liability as a tenant Your legal liability for all amounts you have to pay as tenant and not as owner of your buildings under a tenancy agreement for your buildings following any loss or damage.	Loss or damage shown as not insured under paragraph 1 of the Buildings section (pages 14-15).
21. Liability for domestic employees Your legal liability for all amounts you have to pay as compensation for causing accidental death, physical injury, disease or illness suffered by any person in your domestic employment within the United Kingdom, Channel Islands or Isle of Man.	

We cover the following	We do not cover the following
This includes any claimant costs and expenses arising from any one accident. We will also pay defence costs and expenses, which we agree to in writing. 22. Unrecovered court awards Unrecovered court awards where you have not received full payment within three months of the date of the award (no appeal pending) and where you would have been covered for legal liability under this policy had the award been made against you.	

PERSONAL BELONGINGS COVER – UNSPECIFIED ITEMS

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

We cover the following	We do not cover the following
Loss of or damage to your valuables, personal belongings and bicycles, which belong to you or which you: – are responsible for under a hiring or legal agreement. – have in your custody and are legally liable for. The most we will pay for any single item, collection or set is: • £2,500 for valuables and personal belongings; • £1,000 for bicycles. The most we will pay is £10,000 per event. Where they are insured: Valuables and personal belongings – anywhere in the world in your custody or control. Bicycles – anywhere in the United Kingdom, Channel Islands or Isle of Man, or in Europe for up to 60 days in a row.	The General Exceptions shown on pages 44-45. The excess shown in your policy Schedule. Loss of or damage to valuables, personal belongings or bicycles in the custody or control of any member of your family whilst they are living away from the home in halls of residence or any other term-time student accommodation. Loss of or damage to contact or corneal lenses. Loss or damage caused by: • wear and tear, something that occurs gradually over a period of time, mechanical or electrical fault, failure or breakdown. • any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse. 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. Bicycles – any claim outside the United Kingdom, Channel Islands and Isle of Man or Europe unless we specifically agree beforehand to provide cover and you pay any extra premium we require. Loss of or damage to your bicycles when in Europe for more than 60 days in a row, unless we specifically agree beforehand to provide cover and you pay any extra premium we require. Cuts to tyres or burst tyres. Scratching or denting to bicycles.

PERSONAL BELONGINGS COVER – SPECIFIED ITEMS (optional cover)

This section is an additional cover option available with any contents only or combined buildings and contents policy. **Your Schedule** shows if **you** are covered under this section of the policy and all items covered by this policy are listed under the specified item section. 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
Loss of or damage to items specified in your Schedule which belong to you or which you: – are responsible for under a hiring or legal agreement. – have in your custody and are legally liable for. The most we will pay for any item, collection or set is the amount specified in the Schedule. Where they are insured: Anywhere in the world in your custody or control.	The General Exceptions shown on pages 44-45. The excess shown in your policy Schedule. Loss of or damage to specified items in the custody or control of any member of your family whilst they are living away from the home in halls of residence or any other term-time student accommodation. Loss or damage caused by: • wear and tear, something that occurs gradually over a period of time, mechanical or electrical fault, failure or breakdown. • any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse. Loss or damage to bicycles. Theft of any electrically or mechanically powered vehicle which has been left unattended away from the property along with the key or other starting device.

SPECIFIED BICYCLES OUTSIDE THE HOME COVER (optional cover)

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

We cover the following	We do not cover the following
Loss of or damage to your bicycles shown in your Schedule while anywhere in the United Kingdom, Channel Islands and Isle of Man, or 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 Schedule.	The General Exceptions shown on pages 44-45. The excess shown in your policy Schedule. Any claim outside the United Kingdom, Channel Islands, Isle of Man or Europe unless we specifically agree beforehand to provide cover and you pay any extra premium we require. Loss of or damage to your bicycles shown in your Schedule when in Europe for more than 60 days in a row, unless we specifically agree beforehand to provide cover and you pay any extra premium we require. Loss of or damage to bicycles in the custody or control of any member of your family whilst they are living away from the home in halls of residence or any other term-time student accommodation. 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.

We cover the following	We do not cover the following
	any process of washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.

LEGAL EXPENSES COVER (optional cover)

Legal Expenses Cover is provided by RAC Motoring Services (310208) and RAC Insurance Ltd (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 Ltd 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 or by contacting the FCA on 0800 111 6768.

Legal Expenses Cover is subject to the Legal Expenses General Conditions on [page 38](#) in addition to the General Exceptions on [pages 44-45](#) and the General Conditions on [pages 45-47](#) which apply to the entire Saga Home Insurance policy.

Glossary of terms

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 Cover **policy** wording. Please note that the below definitions apply specifically to this section on Legal Expenses Cover ([pages 31-39](#)) and not to the rest of this policy book.

Claim

An incident which **we** accept as falling within the terms and **policy period** of this Legal Expenses Cover **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 Saga Services Limited;
- used for personal 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 criminal prosecutions.	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 .
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.	Start date	The date that this policy begins, or renews, as shown on your policy Schedule .
Material breach	A breach which has resulted in, or if not rectified is likely to result in, your home being unfit for habitation.	Schedule	The document showing details of the policyholder and the insurance protection provided. Your Schedule is part of this policy and must be read in conjunction with this policy book.
Policy	This Legal Expenses Cover policy that is subject to the terms and conditions in this booklet, along with your policy Schedule .	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.
Policy period	The length of time this policy is in force, from the start date as shown on your Schedule .	UK	Great Britain, Northern Ireland and for the purposes of this policy includes the Channel Islands and Isle of Man.
Proportionate	The value of the claim must be greater than the costs of pursuing the claim .	You, Your	The person(s) named as insured on your policy Schedule 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.
RAC, We, Us, Our	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.		

HOW TO MAKE A CLAIM

Please let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**. To make a **claim** or to receive advice, just call **our** legal helpline on **0800 302 9774** available 24 hours a day, 365 days a year. Please note that claims made on Legal Expenses Cover 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 Cover claims.

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 for **us** 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 Cover **policy** terms below for specific details on the cover provided.

We cover the following	We do not cover the following
A. Personal injury and medical negligence Legal costs to pursue legal proceedings against a third party if you suffer bodily injury or death due to an accident or as a result of medical negligence. If your claim is due to an accident and is accepted, the legal representative must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages that you are claiming in the legal proceedings in full or in part. B. Consumer issues Legal costs for the pursuit or defence of a claim relating to a contract for the sale, purchase, servicing, repair or hire of personal goods or services. C. Property issues Legal costs for a claim if you suffer nuisance, trespass or physical damage to your home or your personal possessions. Legal costs for a claim arising from a breach of contract for the sale or purchase of your home.	An accident involving a motor vehicle owned or driven by you unless you were being carried as a passenger. Any claim which was not caused by a specific or sudden incident, or which develops gradually. A contract involving a financial service provider. A lease, tenancy or licence to use land. Any claim relating to a contract involving the construction or alteration of a structure for your own use where the value of the contract is greater than £20,000 inclusive of VAT. Any claim arising from the purchase or sale of your home (however, this may be covered in section C). Any claim relating to a contract entered into by you (however, this may be covered in section B). 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 claim relates to accidental physical damage. Any incident relating directly or indirectly to planning law. Any incident relating to subsidence, heave, landslip, mining or quarrying of land underneath your home. Any claim where your 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.

We cover the following	We do not cover the following
D. Tenancy disputes Legal costs for a claim to defend unlawful eviction proceedings against you from a property occupied by you as your permanent residence under a tenancy agreement. Legal costs to pursue a claim against a landlord following a material breach of your tenancy agreement. E. Employment disputes and employee legal defence Legal costs if you are an employee, or ex-employee, and experience a breach of your rights under your contract of employment; and/or employment laws and you wish to pursue a claim in an Employment Tribunal (or equivalent outside of England and Wales). Legal costs if one of the following situations arises from your work as an employee: You are dealing with the police or Health and Safety Executive or other prosecuting agency, prior to being charged with an offence. You are being prosecuted in a criminal court. You have a claim brought against you under Article 82 of the General Data Protection Regulation. You have a claim brought against you for unlawful discrimination. You are facing a formal investigation or disciplinary hearing brought by a trade association or professional or regulatory body. F. Probate disputes Legal costs for legal proceedings within the territory in respect of the following: - Pursuing a probate dispute involving the Will of a deceased family member (including step or adopted) where you are named as	Any claim relating to the non-payment of rent. Any claim relating to a dispute with the freeholder or management company of a leasehold property. Disputes with any local authority, public authority or government-related department. Any claim relating to disciplinary procedures brought against you by your employer, or any internal grievances brought by you. Any claim in relation to alleged sex discrimination in salary and/or employment conditions. Any claim where a Will hasn't been previously made, concluded or can't be traced.

We cover the following	We do not cover the following
a beneficiary or as a member of a class of beneficiaries with an immediate interest. - Defending a legal claim in respect of allegations against you concerning the performance of your role as the Executor of a deceased family member's (including step or adopted) estate. G. Social media defamation Following defamatory comments made about you through a social media website, legal costs to: - Write one letter to the provider of the social media website requesting that the comments are removed; - Write one letter to the author, where the author's identity of the defamatory comments is known, requesting that the comments are removed from the social media website. H. Personal identity fraud Legal costs arising from identity fraud: - To defend your legal rights and/or take steps to remove county court judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services. Cover is only available if you deny having entered into the contract and allege that you have been the victim of identity fraud; - To deal with all organisations that have been fraudulently applied to for credit, goods or services in your name and which are seeking monies or have sought monies from you as a result of identity fraud; - In order to liaise with credit referencing agencies and all other relevant organisations on your behalf to advise that you have been the victim of identity fraud. You must agree to be added to the CIFAS Protection Register if we recommend it.	Claims where you are not aged 18 years or over. Any claims: - Where you have not been the victim of identity fraud; - Where you did not take action to prevent yourself from further instances of identity fraud; - Where the identity fraud has been carried out by somebody living with you; - For legal costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

We cover the following	We do not cover the following
I. Jury service We will pay your 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 your absence from work to the nearest half day. One day's pay shall be calculated as 1/250th of your annual net pay excluding bonus payments and overtime. If you work part-time, any amount payable shall be calculated on a pro rata basis. We will require evidence of your average earnings in the form of your last 12 months of payslips or, if you are self-employed, evidence you have provided to HMRC of your monthly average earnings. Claims will only be considered on conclusion of your period of jury service. J. Telephone legal helpline We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call us on 0800 302 9774. We will give you initial legal advice on any private legal matter within the UK. We will tell you what your legal rights are, which options are available to you, and how best to implement them. We will let you know if you need a lawyer.	Any amounts payable by the court or that are recoverable from your employer. Payment for loss of net salary or wages when you have not provided your payslips for the last 12 months or tax return for the preceding tax year. Advice on business or commercial matters (including advice as a landlord), immigration or judicial review. Advice where in our reasonable opinion we have already given you the options available.

Legal Expenses Cover Conditions

The following conditions apply to all sections of this **policy** along with the General Conditions on [pages 45-47](#) and the General Exceptions on [pages 44-45](#) which apply to the entire Saga Home Insurance 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 or test cases.
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 Cover)

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

You can use this service for advice and/or assistance with any online security problem shown on [page 40](#) that arises during the period of **your** Legal Expenses Cover. To discuss a problem or enquire about advice and assistance, call **0800 302 9018**. For our joint protection, telephone calls may be recorded and/or monitored.

Glossary of terms

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

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.

The Online Safety Support Service provides advice and assistance for:

Crisis response and incident management

Advice and assistance:

- for an initial assessment of a **cyberattack** you have suffered, including the immediate action **you** need to take;
- where **you** have suffered a financial loss as a result of a **cyberattack**;
- in notifying the authorities of a **cyberattack** against **you** when appropriate to do so;
- 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**;
- if as a result of a **cyberattack** against **you**, **you** are accused of:
 - misuse of third party **data**;

- transmitting a **computer virus** to a third party;
- causing loss of reputation to a third party or breaching a third party's intellectual property rights.

Please note there is no assistance where:

- the **cyberattack** was caused by an illegal activity **you** undertook;
- the **cyberattack** occurred whilst **you** and/or **your electronic device(s)** were outside of the United Kingdom, 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**.

Online Safety Support Service Conditions

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

Additional help and advice from Saga

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

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

Saga 24-hour Legal and Tax Advice Helpline

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

Fraud and Scam Helpline Service – If you have any concerns about protecting yourself from online or offline scams or fraud, or you need support having been a victim of these events, please contact our specialists on **0800 302 9775**. 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.

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

HOW TO MAKE A CLAIM

1. If an event happens for which **you** want to make a claim, first check **your Schedule** and policy to make sure that the event is covered.
2. Please read the How to Make a Claim – General Conditions on [pages 42-43](#), the General Exceptions on [pages 44-45](#) and the General Conditions on [pages 45-47](#) for details of the claims conditions. Legal Expenses Cover claims please also read the conditions on [pages 38-39](#) and for the Online Safety Support Service, please see the conditions on [page 40](#).
3. If the event is covered, or if **you** are in any doubt, call the relevant number shown in **your Schedule**.
Our claims unit will take details of the event and tell **you** whether **your** claim is covered. Whenever possible, **we** accept claims without the need for a claim form. However, **we** may ask **you** to fill in and return a claim form, which **we** will normally send to **you** within two working days of **your** call.
4. After **your** call, one of several things will happen but at all times **you** will be guided by **your** incident manager.
 - If repairs are needed, **we** may arrange for a contractor approved by **us** to call. **We** will try to do this within two working days of **you** making **your** claim. The contractor will draw up a quote for repairs and should start work at a time that is convenient to **you**. When the repair is finished, the contractor will send the invoice straight to **us** so **we** can pay it.
 - 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** cash for **your** claim and **we** will send **you** a cheque or pre paid card.
- If **we** ask, **you** need to give **us** any evidence to support **your** claim, such as estimates, photographs or invoices. **We** will confirm exactly what **we** need.
- Sometimes **we** will need to ask an independent loss adjuster to assess the loss or damage. If so, **we** will tell **you** and arrange for the loss adjuster to contact **you** within two working days. The loss adjuster's role is to assess the claim, confirm what action **you** need to take, and recommend to **us** how to deal with the claim. The loss adjuster, on **our** behalf, may arrange for repairs or replacement to be carried out and agree with **you** the amount **we** should pay for the claim.

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

Claims history

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

HOW TO MAKE A CLAIM – GENERAL CONDITIONS

1. Claims – **your** duty

For information on the claims procedure and how **we** settle **your** claim, please read [pages 41-42](#).

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.
- leave property for **us** to deal with unless **you** have **our** permission.

2. Claims – **our** rights

We can do the following:

- **We** can take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under

the policy.

- **We** can negotiate, defend or settle in **your** name any claim made against **you**.
- **We** are entitled to the remains of any insured property for which **we** have paid a claim.
- In some instances **your** claim may be handled on **our** behalf by **Saga**.

3. Recovery of lost or stolen property

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

4. Other insurance

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

5. Taking care

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

HOW MUCH WE WILL PAY

Buildings cover

At **our** option **we** will arrange for the work to be carried out or pay the cost of repairing or reinstating the **buildings** as new. If the loss or damage involves part of the **buildings** that is not in a **good state of repair** 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**.

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

If the cost of rebuilding the **buildings** in the same form, size, style and condition as new is more than the **sum insured** shown in **your Schedule**, **we** may reduce the claims settlement proportionately based on what **your** policy premium should have been if the **sum insured** was accurate. For example, if **you** only paid 70% of the premium **you** should have paid with the correct **sum insured**, the most **we** will pay would be 70% of the total cost of the claim.

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 cover

Most insurance companies can get discounts on replacing items. This helps to control claim costs and therefore premiums charged. It is at **our** option that **we** will:

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

Where **we** can offer to repair or replace through **our** approved suppliers, but **we** agree to make a cash payment, the payment will not exceed the amount **we** would have paid the approved supplier. If **we** cannot offer to repair or replace through **our** approved suppliers, **we** will pay the full replacement cost with no discount applied.

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

If the cost of replacing all the **contents** as new is greater than the **sum insured** shown in **your Schedule**, **we** may reduce the claims settlement proportionately based on what **your** policy premium should have been if the **sum insured** was accurate. For example, if

you only paid 70% of the premium **you** should have paid with the correct **sum insured**, the most **we** will pay would be 70% of the total cost of the claim.

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.

The most **we** will pay for any one event is shown on [pages 5 and 6](#) (unless a different amount is shown on **your Schedule**).

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

The most **we** will pay for any single item, collection or set of **valuables** is £2,500 unless it has been specified by **you** and is shown on **your Schedule** listed as a specified item.

Optional cover

Personal Belongings Cover – Specified items

We will pay up to the amount shown in **your Schedule**.

Specified Bicycles Outside the Home Cover

We will pay up to the amount shown in **your Schedule**.

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

Legal Expenses Cover

We will pay up to £100,000.

GENERAL EXCEPTIONS THAT APPLY TO THE WHOLE POLICY

This policy does not insure the following:

1. Any loss or damage caused deliberately by **you**, 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.
 - the radioactive, toxic, explosive or other hazardous properties of explosive nuclear equipment or its nuclear parts.
10. Any loss, damage or legal liability directly or indirectly caused by pollution or contamination unless caused by:
 - a sudden and unexpected accident which can be identified; or
 - oil leaking from a domestic oil installation at **your home**.
11. Loss or damage arising from:
 - gradual causes
 - wear and tear (unless in relation to point 4 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

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

The **arrangement fee** will not be refunded.

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

You can telephone **Saga** on 0800 001 5898 or write to **Saga** at Saga Services Limited, PO Box 253, Seaham DO, SR7 1BN to cancel **your** policy. Cancellation is effective from the date **your** letter is received.

Please note that, if **you** amend or cancel **your** policy during the period of cover as shown on **your Schedule** and have paid by credit card or cheque, **we** will be unable to refund any amounts of £5 or less. Similarly, if **you** make any changes to **your** policy or cancel it during the policy year, **we** will only request any payment from **you** if the amount is over £5. The **arrangement fee** will not be refunded.

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

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

- changes in **your** circumstances that result in an increase in risk which **we** are unable to insure;

- failure to provide **us** or **Saga** with information **we** or **Saga** have requested that is directly relevant to the cover provided under this policy or any claim;
- a breach of any terms or conditions of **your** policy;
- **you** do not pay any policy premium requested or, if applicable, stop paying the instalment premiums;
- use or threat of violence or aggressive behaviour against **our** or **Saga's** staff, contractors or property;
- the use of foul or aggressive language.

If **your** policy was set up under a credit agreement and **you** become eligible for a monthly instalment plan, **your** policy will be cancelled, resulting in **your** credit agreement also being cancelled. A new policy will then be set up for **you** under a monthly instalment plan and new documents confirming the reduced payment amount will be issued.

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

3. Misrepresentation and fraud

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

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

we may look to take the following action:

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

- amend **your** policy with the corrected information;
- apply any relevant terms and conditions that would have been applicable had the correct information been declared;

- collect any additional premium;
- reduce a claim proportionately.

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

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

If any fraud, 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 Insurance or **Schedule** changes during the period of insurance. Changes **you** should inform us of include the following:

- **you** will be leaving the **property unfurnished** or **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 to **Saga** under this contract, any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

7. Financial Services Compensation Scheme

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

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.

HELPLINES

CUSTOMER SERVICE

For questions about your policy

0800 001 5898

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

CLAIMS

For new claims or help with an existing claim

**Call the number shown in
your Schedule**

24 hours a day, 7 days a week.

LEGAL EXPENSES COVER

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

from the UK **0800 302 9774**

from abroad **+44 1919 116 402**

For the Online Safety Support Service

0800 302 9018

24 hours a day, 7 days a week.

Please have your policy number to hand when calling.

This Policy Book is also available in large print, audio and braille. If you require any of these formats please contact us on **0800 001 5898**.

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

