# YOUR HOME INSURANCE POLICY BOOKLET

All you need to know about your home insurance

Keep this policy booklet in a safe place





#### Your policy details

Please make a note of the following information from your policy schedule/statement of fact here. This will make it easier for you if you need to make a claim.

#### How to amend your policy

Call our Customer Services team on this number to talk to us about:

- Adding optional cover
- Changing your policy or personal details
- Questions about your policy

### 0800 183 9261

8.30am - 8pm Monday to Friday 8.30am - 4pm Saturday

#### How to make a claim

The telephone number below is for claims relating to your Rias Home Insurance.

#### **Ageas Insurance Ltd**

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

FCA firm reference number: 202039

0345 122 3281 24 hours a day 7 days a week

#### **Home Protection cover**

Call this number for any claim in relation to Section 4 of this policy.

OPTIONAL

**0345 840 2730** 24 hours a day 7 days a week

#### **Garden Secure cover**

Call this number for any claim in relation to Section 5 of this policy.

OPTIONAL

**0345 045 1328** 9am – 5pm Monday to Friday

#### Helpline

This free service is available to all home insurance customers.

#### **European Legal and UK Tax helpline**

0345 841 0018

24 hours a day 7 days a week

#### **Identity Theft Assistance helpline**

01444 442 343

9am - 5pm Monday to Friday

#### **Personal Legal Protection**

Call this number for any claim in relation to Section 6 of this policy.

OPTIONAL

0345 841 0018

9am - 5.30pm Monday to Friday

#### **Personal Accident cover**

Call this number for any claim in relation to Section 7 of this policy.

OPTIONAL COVER

**0344 748 0103** 9am - 5pm Monday to Friday

#### **Key Protection cover**

Call this number for any claim in relation to Section 8 of this policy.

OPTIONAL COVER

**0345 125 2434** 24 hours a day 7 days a week

# Thank you!



Thank you for choosing home insurance through Rias – a specialist in over 50s insurance. I hope that your relationship with us will be a long and rewarding one.

This booklet will tell you all you need to know about your Rias Home Insurance policy. It also explains clearly and simply how to make a claim, should you ever need to. It's worth taking the time to read it, so you know exactly what you're covered for. Then put it somewhere safe, along with your personal policy schedule/statement of fact, so you'll know where it is should you need it.

I hope, for your sake, that you never need to make a claim. But if you do, we'll do all we can to make things as easy and straightforward as possible for you. You've chosen the cover you need right now, but I also wanted to highlight some of the valuable optional extras we offer, in case they might help you in future:

- **Home Protection cover** covering the cost of emergency call-out charges, labour and parts when something goes wrong at home, like your central heating breaking down or losing your keys.
- **Garden Secure** protecting you against loss or damage to your garden, including fences and plants.
- **Personal Legal Protection** providing you with up to £50,000 to pursue personal injury claims, employment and contract disputes, clinical negligence and more.
- **Personal Accident cover** provides you with a maximum of £30,000 in the event of a personal accident which causes bodily injury. Subject to policy limits and exclusions.
- **Key Protection cover** This covers you for up to £1,500 if your keys are stolen, locked in a car or broken in a door lock.

If you do decide you need any of these, just call us for a free quote. In fact, if there's anything you need to know, please get in touch. We're here to help you.

If you have any questions about your insurance that are not answered in this booklet, please call our Customer Service team.

Ring Rias now 0800 183 9261

Lines are open 8.30am to 8pm Monday to Friday and 8.30am to 4pm Saturday

For further information please visit our website: www.rias.co.uk

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#### We provide some of the highest quality cover in the market



Rias Home Insurance provides one of the most comprehensive policies in the market, as indicated by its Defaqto 5 Star Rating.

Defaqto is an independent financial research company specialising in rating, comparing and analysing financial products.

To find out more about our rating you can visit our website **www.rias.co.uk** To find out more about Defaqto, you can visit their website **www.defaqto.com** 

### How to make a claim

If you are reading this page, you may now need to make a claim. The first thing to remember is **help is at hand!** Professional claims teams are there to help you through the process as quickly and easily as possible.

Before you pick up the phone, there are a few things that you need to do first:

#### Contact the police

You should tell the police straight away if something is lost or if you suspect theft or malicious damage. They will give you an incident reference number, which your insurer may need.

#### Contact Ageas your home insurer to make a claim

If you are asked to fill out a claim form, you should complete this and send it back to Ageas along with anything else they have asked for, within 30 days of contacting them.

#### Things you should avoid doing

Rias aims to make things as easy for you as possible when you make a claim. To help your insurer act effectively on your behalf and to prevent problems later, there are certain actions you should avoid:

- Admitting or denying any responsibility for anything, as this may jeopardise your claim
- Negotiating or settling any claims made against you by anyone else, unless we write and tell you that this is all right. Let your insurer Ageas do the negotiations for you – that's what you pay them for!

We can negotiate, defend or settle any claims against you on your behalf. They may also take legal action in your name (against individuals or organisations) in order to get back any payment they have made under this policy. This may help you to protect your No Claims Discount if money can be reclaimed from the third party that caused the claim.

#### How your claim will be settled

We will settle your claim by either:

- Replacing, repairing or rebuilding items (depending on which will be most cost effective), or
- Paying you their cash equivalent, based on what it would cost us to replace the item(s).

We will decide which option is most appropriate. However, they will not pay more than the limit shown in the policy schedule/statement of fact or policy booklet.

If your property is only partly damaged, we will pay for it to be repaired as long as the repair is actually done. If you choose not to have the repair done (because you decide you want to replace this item with something else, for example), we will pay for one of the following, whichever is the lowest:

- The amount by which the property has gone down in value as a result of the damage, or
- The estimated cost of the repair.

#### Important note

It is extremely important to make sure you have insured all your buildings for the full rebuilding cost and your contents for the full amount that it would cost to replace them as new (except for clothing and linen which is more than three years old). If you have not, you will be under-insured and, if you need to make a claim, you may not receive the full value of the buildings or contents for which you are claiming.

**For example**, if you have a ring worth £4,000 and you have only insured it for £3,000, then it is only insured for 75% of its value. If you need to make a claim, then you may only receive 75% of the amount it is insured for - i.e. 75% of £3,000 = £2,250.

You are therefore required to take reasonable care to supply accurate information in relation to your buildings and contents. If you are in any doubt about any information provided, please contact Rias who will be happy to assist you.

#### Personal Legal Protection, Home Protection cover, Garden Secure and Personal Accident cover.

**Please note** – the process for claiming is different for:

- Personal Legal Protection
- Home Protection Cover
- Garden Secure
- Personal Accident cover
- Key Protection cover

If you wish to seek help or make a claim under either of these types of cover, please refer to the relevant sections of the policy booklet for more information.

# How to use this policy booklet

Many people find it hard to work out whether they should claim under the buildings or contents part of their policy. The information on this page is designed to help you find the information you need quickly and easily.

### Will you be claiming under buildings or contents insurance or both?

In the most general terms, if you were able to turn your house upside down and shake it, whatever fell out would, most probably, be contents. So, this would include all your personal belongings and furniture. What remained would be covered under buildings insurance. You could also think about the things you would be able to take with you if you moved house. Those things would be viewed as contents and those you would leave behind would most probably be covered by your buildings insurance.

#### For example:

- Built-in wardrobes would count as buildings, but free-standing wardrobes would be contents
- Built-in cookers would count as buildings, but free-standing cookers would be contents.

Clearly, there are exceptions to this general rule, but it should help you to get the right section of this policy booklet. Remember – help is only a phone call away, if you are not sure.

#### Working out if you are covered

As a useful tip, the best way to find the right section of your policy is to ask yourself:

#### 'What caused the claim?'

For example, your water tank bursts and the water leaking from it damages your ceiling and also ruins some furniture. The **cause** of the claim is Water Leakage, so this is what you need to look for in the policy booklet.

### 'Am I claiming for buildings insurance or contents insurance or both?'

As the building itself is damaged (Ceiling) and contents of the house are affected (Furniture), then you will be making a claim under both buildings and contents insurance. So, you will need to look in both sections of the policy to see what is and is not covered.

#### 'Am I covered?'

Finally, you need to read the relevant sections of the policy booklet to check what is and is not covered.

# **Important Policy Information**

#### Is your property in a flood area?

If your policy ends without you arranging suitable cover with us or another provider, you will not be able to make a claim. Also, in some circumstances (for example, if you live in an area likely to flood), you may also find it difficult to arrange alternative cover and may not be able to start cover with us again. If you choose another insurer, make sure your insurance application is accepted before your current insurance ends so there are no breaks in your cover.

## Your home insurance policy

Welcome to your Rias Home Insurance policy.

Your contract of insurance (your policy) is made up of this booklet, your policy schedule/statement of fact and any other

information you provided. If you did not sign a proposal, it is based on the information shown on the 'confirmation of declaration questions' sent to you with this policy and any other information you provided.

You should read this policy booklet and your policy schedule/statement of fact together. Please check them carefully to make sure that they give you the cover you want. If you have been sent a 'confirmation of declaration questions' form, please check this too, to make sure the answers are right.

You must tell Rias as soon as possible about any change which may affect this insurance policy, in particular:

- Change of address
- Structural alterations to your home
- If you or your family intend to let or sub-let your home
- If you or your family intend to use your home for any reason other than private residential purposes
- If your home will be unoccupied
- If your property is no longer occupied solely by you or your family
- If you or your family have been declared bankrupt or been subject to bankruptcy proceedings or received a police caution for or been convicted of or charged with any offence other than driving offences.

If any of the above apply you may have no cover under the policy and you should contact Rias as soon as possible. Rias will then advise you of any changes to the terms and conditions of your policy.

Please note the above is not an exhaustive list.

### Under the policy conditions, you must tell us about any changes.

On behalf of your insurer Ageas, Rias will update your policy schedule/statement of fact every time we agree to an alteration. Each time your policy is renewed or an alteration is made, you will receive a new policy schedule/statement of fact.

Ageas has agreed to insure you according to the terms and conditions contained in this policy booklet and the sections shown in the policy schedule/statement of fact for loss, damage, injury or liability which happens during the period of insurance.

Your policy schedule/statement of fact tells you which sections of this policy booklet apply.

For each type of cover outlined in this booklet, we will tell you what you are covered for, as well as what you are not covered for. There are also some general exclusions on page 16, which apply to all insurance policies.

You agree to pay the premium and keep to the conditions of the policy.

# Words with special meanings

All through this policy booklet, there are certain words with special meanings and these are listed below.

Annual premium	The premium you pay if you pay for the full period of insurance in a single payment.
Bedroom	A room used as or originally built to be a bedroom, even if it is now used for another purpose.
Buildings	The home shown in the schedule/statement of fact and fixtures and fittings, garden walls,gates, hedges and fences, decking, paths, drives, patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or jacuzzis, outbuildings and hard tennis courts.
Outbuildings	Unless otherwise agreed, outbuildings do not include:
	Any building which is not on a permanent foundation or base
	■ Tree houses
	■ Inflatable buildings (whether over swimming pools or not) or
	■ Any structure which is made of canvas, PVC or any other non-rigid material.
Business equipment	Computers, keyboards, visual display units and printers, word processing equipment, desk-top publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (not including mobile phones), laptops and office furniture owned by you or your family within the home.
Collection	More than one item of a similar nature, such as ornaments, china or glass.
Contents	Household goods (including furniture), high-risk items, money and personal belongings you or your family own or are responsible for. This does not include items held or used for business purposes, other than the items included in the business equipment definition.
Consequential Loss	Any loss which happens as a result of (or as a side effect of) the main thing for which you are insured.
Credit cards	Charge, cheque, credit, debit and cash cards not held for business purposes.
Excess	The amount you must pay towards each claim.
Family	The person you are married to, have entered into a Civil Partnership with, or live with as if you were married, children and any other person who permanently lives with you, other than lodgers and any other paying guests.
Fixtures and fittings	Items that cannot reasonably be removed from the building, such as bathroom fittings, fitted kitchen units and appliances, and fitted wardrobes.

Continued overleaf...

#### **High-risk items**

The risk of potential theft of, or damage to, the following items is higher than normal, so they are treated differently: jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, business equipment, binoculars, telescopes, musical instruments, curios (small articles of curiosity or special interest, valued as a collector's item), pictures and other works of art, guns and collections of stamps, coins or medals. Pairs or sets of items are regarded as one item.

### High-risk items maximum claim limit

The most we will pay for any one claim for high-risk items.

The amount varies depending on the number of bedrooms in your home and the contents sum insured you have selected **unless** a different amount is shown on

the policy schedule/statement of fact.

No. of bedrooms	1	2	3	4	5
Max. claim	20%	20%	20%	30%	30%
	of the total contents sum insured limit			of the total	I contents sum insured limit

For example: You have selected the standard £50,000 sum insured for the contents of your 3 bedroom home. Your maximum claims limit for high-risk items will therefore be 20% of £50,000, which is £10,000.

The limit applies within (not on top of) the maximum claim limit. If the applicable bedroom limit is not sufficient to replace all your high-risk items, anything exceeding that amount must be specified separately on your policy schedule/statement of fact.

#### Home

The property described in the schedule/statement of fact, landlord's fixtures and fittings that you are responsible for and the property's garages and outbuildings at the same address, which you use only for domestic purposes.

Unless otherwise stated, the main building of your property must be made of brick, stone or concrete and with a slate, tile, metal, asphalt or concrete roof.

#### Incident

Any event that might lead to a claim.

#### **Maximum claim limit**

The most we will pay for any one claim under any section of this policy (or its extensions). This amount is shown in the policy schedule/statement of fact. If you have insured an item for a specific amount (for example, a ring insured for  $\pounds 5,000$ ), that is the most that will be paid for that item. This is why it is important that you review the valuations on specified items regularly (every 2 years).

In addition, you should review the total amount you have insured your buildings and contents for each year at renewal.

Monthly premium	If you pay for your insurance monthly by direct debit, this is the premium you pay on an agreed date each month.
Money	Cash, cheques, postal and money orders, National Savings stamps and certificates, unused postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers and store vouchers. This does not include items held or used for business purposes.
New for old	Claim settlement for property lost or destroyed without deduction for depreciation.
Period of insurance	The period of insurance shown in the policy schedule/statement of fact.
Personal belongings	Items normally worn or carried by you or your family in daily life.
Policy schedule/ statement of fact	The policy schedule/statement of fact is issued with each new insurance policy. It shows your name and address, the period of insurance, the sections of this policy booklet which apply, the premium you have to pay, the property which is insured and details of any extensions or endorsements.
Proposal	The proposal that you signed and any other information that you have given to Rias. If you did not sign a proposal, the 'confirmation of declaration questions' Rias sent to you with this policy, and any other information that you have provided. This includes information given on your behalf.
Specified items	A specified item is an item that appears on your policy schedule/statement of fact with a specific value attached to it and for which you have paid an additional premium.
The European area	Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean.
Unfurnished	A home with not enough furniture to be fully lived in
Unoccupied	A home not lived in or not intended to be lived in for more than 60 days in a row.
We, our, us	The authorised insurer shown in the policy schedule/statement of fact.
You, your	The person or people shown in the policy schedule/statement of fact as 'the insured'.

### Home insurance conditions

#### Your policy

You gave Rias information (during a telephone conversation or on-line) when you arranged this insurance, or you have filled in a proposal form and signed a declaration to say that the information on the form and any other information you have provided is accurate. The policy between you and us is made up of the 'confirmation of declaration questions' or the proposal form and declaration, this policy booklet and the policy schedule/statement of fact.

The insurance will not be valid if:

- Any information you provided was not true and accurate and/or
- You or your family do not keep to the conditions of the policy.

If the insurance is not valid, you cannot make a claim.

We reserve the right to impose appropriate terms, conditions and premiums to reflect the risk insured.

#### Rights of third parties

Nothing contained in this policy gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act. In other words, this policy is between you (the insured) and us. No one else has any rights or can impose any terms within the policy.

#### **Changes**

You must inform Rias straight away about any change that could affect this insurance. Rias may make an administration charge for such changes and will inform you at the time if the charge is to be levied. Refer to your Terms of Business Agreement for full details of our charges. If you do not tell Rias (on behalf of your insurer Ageas) about any change that could alter this insurance, this insurance will no longer be valid.

Your policy is based on the information you gave when you arranged this insurance, as shown on the 'confirmation of declaration questions' form or on the signed proposal form. Failure to advise of any change to the information you gave may mean that your policy is invalid and that it will not operate in the event of a claim.

#### Cancelling the policy

#### Within 14 days of starting the policy

- You have 14 days from either the start date of the policy or the date you receive the policy documents (whichever date is later) to cancel this cover. You can cancel by writing to us or phoning Rias on **0800 183 9261**.
- Cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.
- If the cover has not yet started, Rias will refund any premium already paid.
- If cover has started and providing you have not made a claim, Rias will refund any premiums already paid less a charge for the period you have been insured and an administration charge. Refer to your Terms of Business Agreement for full details of our charges.

#### After the 14-day period

- You can cancel this policy by phoning Rias on **0800 183 9261**.
- Cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.
- Cancelling any direct debit instruction does not mean you have cancelled the policy.
- If no claims have been made during the current period of insurance, Rias (on behalf of your insurer Ageas) will refund a percentage of the premium in proportion to the period of insurance left unused, less a cancellation fee. Refer to your Terms of Business Agreement for full details of our charges.

Rias, or anyone they authorise, can cancel this policy for any reason by sending you seven days written notice to the address held for you.

If the policy is cancelled, it does not affect any rights or claims arising before it is cancelled.

#### Other insurances

If you have any other insurance policies which cover the same loss, damage or liability as this policy, your insurer will pay only their share of any claim.

#### Fraudulent claims

Throughout your dealings with us we expect you to act honestly. If you or anyone acting for you:

- knowingly provides information to us as part of your application for your policy that is not true and complete to the best of your knowledge and belief; or
- knowingly makes a fraudulent or exaggerated claim under your policy; or
- knowingly makes a false statement in support of a claim; or
- submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by your wilful act or caused with your agreement, knowledge or collusion.

#### Then

- we may prosecute fraudulent claimants;
- we may make the policy void from the date of the fraudulent act;
- we will not pay any fraudulent claims;
- we will be entitled to recover from you the amount of any fraudulent claim already paid under your policy since the start date;
- we shall not return any premium paid by you for the policy;
- we may inform the Police of the circumstances.

#### Disclosure

It is your responsibility to take reasonable care to supply complete and accurate information when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance policy. Please note that if you give us false or inaccurate information over the phone, on proposal forms, claims forms and other documents this could give us the right to void your insurance policy which could impact your ability to claim.

#### Data Protection Act 1998

Your information may be used by Rias and:

- Your Insurer Ageas, including sensitive personal data which includes information about health issues and any criminal convictions
- Other companies in the Ageas Group Companies
- Any holding companies, subsidiaries and other linked companies.

They will be acting under instruction from Rias for the purpose of arranging and managing your insurance policy, including handling underwriting, claims, renewals, credit scoring purposes and carrying out analysis and research.

- Rias will keep your information secure and may share it with agents including debt recovery, service providers, business partners, regulatory authorities, another insurer and any other persons who have a legal right to this information
- Rias and your insurer Ageas may release your information if required to prevent fraud, if permitted to do so by law, or there are any other circumstances where you have given your permission
- Rias may use your personal information for marketing and research purposes and to help meet your needs

Rias may carry out credit scoring to provide you with your insurance premium at both the quotation and renewal stage using information from credit reference agencies. This will be recorded on your credit reference file but will not affect your ability to obtain other financial products.

- Rias may record or monitor telephone calls for training purposes and to improve the quality of the service you receive
- Rias may also use CCTV recording equipment in and around our premises
- Rias may share your information for other purposes not set out within this notice but will only do so with your permission
- As part of our service, Rias may call you about any quotation you receive
- Rias may share your information with other Ageas Group Companies to provide you with an alternative quote
- As part of this we may transfer, store or process electronic copies of your information outside the European Economic area. If we do this we will ensure that it is protected as securely as it would be under European Union law.

# Sharing information to prevent fraud

We and Rias will check and record your personal information with fraud prevention agencies. Other companies within financial services will also search such fraud prevention agencies when you make the application for financial products. If companies suspect such fraud, we will share your personal information with them. For home insurance, these include The Claims and Underwriting Exchange register, run by Insurance Database Services Limited. This information may be used by other companies to make decisions about you. Rias may also check your personal information against our own databases and other Ageas Group Companies to prevent crime.

#### **Privacy Policy**

For further information about the use of your information and to read the full Privacy Policy, please visit www.rias.co.uk Alternatively, to request a copy of the full Privacy Policy, please call **0800 183 9261** or email **help@rias.co.uk** 

# Dealing with others on your behalf

To help you manage your insurance policy, subject to answering security questions, Rias and your insurer Ageas will deal with you or:

- Your husband, wife or partner
- Any other person who we reasonably believe to be acting for you, if they call us on your behalf in connection with your policy.

#### Marketing

Rias may use your personal information and information about your use of our products and services for marketing and research purposes and to help meet your needs:

- Rias may use, analyse, assess and carry out research using your personal information.
- Rias may also give you information about other products and services offered by them which they think may interest you.
- Rias may contact you if you abandon or fail to complete an online quotation to see if they can offer you any assistance with this. Rias may use e-mail, telephone, post or other means to do this.

### Further Information

You are entitled to receive copy of your personal information we hold. If you wish to receive a copy of your personal information or wish to complain about the way that we use your personal information then please write to the Data Protection Officer at Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU giving your name, address and insurance policy number. We may charge a small fee for this.

If you do not want us to use your information for marketing or research purposes, or to request a copy of the full Privacy Policy, please call **0800 183 9261** or email **help@rias.co.uk** 

### **General exclusions**

#### **General exclusions**

- a) The policy does not cover loss, damage, injury or legal liability directly or indirectly caused by or contributed to by any of the following:
  - Riot or civil disturbance outside the United Kingdom, or the Isle of Man
  - Riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of, or in connection with, any political organisation
  - Property being confiscated or detained by customs or other officials
  - Pressure waves caused by aircraft and other flying devices travelling at sonic or supersonic speeds
  - Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel
  - The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
  - Loss, damage or liability directly or indirectly caused by war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
  - Loss, damage or liability caused by or resulting from your property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority
  - Land being polluted or contaminated if the pollution and contamination:
    - Happened before the start of your period of insurance
  - Was the result of a deliberate act; and
  - Was expected.
- b) We do not cover any loss or damage that happens gradually over a period of time, such as rust, corrosion, fading and shrinkage.
- c) As with most insurers, you are not covered for any loss or damage resulting from wear, tear and depreciation.
- d) We will not pay for:
  - Loss, destruction or damage to any electrical appliance or computer software caused by, or arising from, it failing to correctly recognise any date
  - Loss of data or information arising as a result of any computer data processing equipment or similar device failing to correctly recognise any date.

- Consequential loss resulting from:
  - Loss or destruction of, or damage to, any property
  - Any loss or expenses.

For example, any loss of data or software, in the event of a damaged computer or laptop.

- Any legal liability of any nature directly or indirectly caused by, or contributed to, or arising from:
  - i) Computer viruses, erasure or corruption of electronic data
  - ii) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion, computer virus means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

- e) As with most insurers, this policy does not cover the following:
  - Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with an act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss
  - For the purpose of this exception, an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person (or group of people) whether acting alone, 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.
- f) Intentional damage caused by you, your family, anyone staying with you or any person who you have given permission to be in your home. Such damage is done maliciously or with intent to damage your home or property, so you will benefit from the rebuilding, replacement or repair of the item(s) damaged.

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# **Buildings & contents conditions**

The law that applies	Unless agreed differently with you in writing, the laws of England and Wales apply to this contract.
Precautions	You must take reasonable care:  To keep your home in a good state of repair and To avoid or limit any loss, damage or injury.
Security discounts	If you have told Rias that your home is fitted with security protections, such as an approved alarm system, door and window locks, you may have been allowed a discount from your premium. If you are in any doubt, please call Customer Services.
	These security protections must be maintained in full working order, used at night and when there is no one in your home.
	If you do not do this, you will have to pay the first £250 of any claim you make for theft or attempted theft (plus the standard policy excess) or the claim may be excluded in its entirety.
Matching sets	As with most insurers, each separate item of a matching set of furniture, sanitary fittings, soft furnishings or other fixtures and fittings is regarded as a single item.
	We will only pay for lost or damaged items and not for the cost of replacing, recovering or remodeling undamaged pieces or pieces which have not been lost or damaged.
	They will not pay for any loss of value to undamaged items in a matching set arising from another item in the set being lost or damaged.
Matching carpets	If you have a matching carpet or other floor covering in more than one room or area, each room or area will be regarded as being separate. Under the contents section, only damage to the carpet in the room or area where the damage happened will be covered.
Full value	Under section 1 'Buildings', the maximum claim limit shown in your policy schedule/statement of fact must be enough to fully rebuild the buildings.
	Under section 2 'Contents', the maximum claims limit shown in your policy schedule must be enough to replace all the contents of your home. If you have a combined policy, which covers your buildings and your contents, the maximum claims limit must be enough to fully rebuild the building and replace the contents. If the amount you wish to be insured for changes, you must tell Rias straight away.
Contents section and its extensions	A deduction, if appropriate, will be made for wear and tear if you claim for loss of, or damage to, clothes and household linen (unless you can prove they are less than three years old).
<b>Buildings section</b>	If you keep your buildings in good repair, we will pay the cost of repairing, replacing or rebuilding the buildings.
Protecting sums insured	The maximum claims limit under the buildings and contents sections will not be reduced if you make a claim.

### **Endorsements**

This section applies only if you have the particular endorsement shown in your policy schedule/statement of fact. You will need to comply with these additional policy conditions (also known as endorsements), in order for your policy to be valid.

### 1 Protections 1A Locks

You agree that your home will have the following security protections:

- A five-lever mortice deadlock (or alternative approved by us), on the final exit door
- A five-lever mortice deadlock or barrel bolts or key-operated bolts (key-operated bolts if the door is partly glazed) fitted at the top and bottom of all other external doors
- Key-operated security locks on all sliding patio doors
- On double French doors, two key-operated bolts on each door, locking into the top and bottom of the doorframe
- A key-operated window lock or locking handle on any window or other opening of at least 9 inches by 9 inches which is on the ground floor or can be reached without using a ladder.

**Please note** – If Rias has told you that you must have these, you will not be covered for losses caused by theft or attempted theft if any or all of the protections are not fitted, or if they are not maintained in full working order and used at night or whenever there is nobody in the home.

If you have told Rias that your home is fitted with security protections, a discount will have been applied to your premium. We will not pay the first £250 of any claim for loss by theft or attempted theft if any or all of the protections are not fitted, or if they are not maintained in full working order and used at night or whenever there is nobody in the home. The standard policy excess will also apply.

#### 1B Intruder alarms

This is an intruder alarm system, which has been approved by NACOSS (National Approved Council of Security Systems), SSAIB (Security Systems & Alarms Inspection Board) or NSI (National Security Inspectorate), all of which are specialist certification bodies.

**Please note** – If Rias has told you that you must have an approved alarm, you will not be covered for losses caused by theft or attempted theft if it is not fitted, or if it is not maintained in full working order and used at night or whenever there is nobody in the home.

If you have told Rias that your home is fitted with an approved alarm, we will have allowed a discount from your premium. We will not pay the first £250 of any claim for loss by theft or attempted theft if the alarm is not fitted, or if it is not maintained in full working order and used at night or whenever there is nobody in the home. The standard policy excess will also apply.

#### 2 Compulsory excesses

There are standard excesses that apply to every policy and these are shown in this policy booklet. In addition, there may be further, compulsory excesses applied to your policy. If this is the case, they will appear on your policy schedule/statement of fact.

Please note - you will pay excesses for each claim you make.

Continued overleaf...

### 3 Non-standard construction

You have told Rias that the buildings are not of standard construction. We have recorded this information and agreed to cover you under the policy.

#### 4 Business use

You have told Rias that the buildings are not used only as a home. We have recorded this information and agreed to cover you under the policy.

However, we will not cover any contents or landlord's fixtures and fittings which are used for any trade, profession or business, except for items showing in the business equipment definition on page 10.

### 5 Unoccupied buildings

If you leave the buildings unoccupied for more than 60 days, you agree:

- To turn off the gas and water supplies at the mains and to drain the water system (except where the central heating system is left on to prevent the pipes freezing) and
- To arrange for the inside of the buildings to be checked at least once a week.

### 5A Special unoccupancy clause

If you leave the buildings unoccupied for more than 48 hours between October and March, you must do the following:

- Set the thermostat so that the central heating provides enough heat to prevent the pipes from freezing
- Make sure all exposed water pipes and the roof space are insulated
- Arrange for the inside of the buildings to be checked at least once a week.

#### 6 Stamp collections

The most we will pay for any stamp is either:

- The sum insured shown in the policy schedule/statement of fact, or
- Two thirds of the value of the stamp, as given in the Stanley Gibbons catalogue current at the time of the incident, whichever figure is lower.

#### 7 Safe

If any individual item of jewellery (including watches) specified on the schedule/statement of fact is valued at £5,000 or above, or if the total amount of jewellery specified on the schedule/statement of fact exceeds £10,000, cover only applies when:

- They are being worn, or
- They are being kept in a locked safe.

### 8 High-risk items in a bank

Any items marked 'Jewellery at the Bank' on the policy schedule/statement of fact are only covered when they are kept in a bank.

### 10 Jewellery inspection

You agree that any item of jewellery (including watches) noted on the policy schedule/statement of fact (over £3,000) will be inspected by a professional jeweller at least once every two years.

# Section 1 – Buildings insurance

#### This section applies only if it is shown in your policy schedule/statement of fact.

#### What does 'buildings' mean?

Buildings means the home shown in the schedule/ statement of fact and fixtures and fittings, garden walls, gates, hedges and fences, decking, paths, drives, patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or jacuzzis, hard tennis courts, garden sheds, greenhouses and outbuildings.

Damage caused by wear, tear and depreciation is a general exclusion within this section of your policy.

#### Standard policy excess

You pay the first £50 of all claims for every incident, except for subsidence, ground heave and landslip for which there is a £1,000 excess.

#### **Escape of water excess**

You pay the first £250 of all claims for every incident.

**Please note** – In the event of a claim being made under both the buildings and the contents sections of the policy, you will be liable to pay the excess under both these sections.

#### What is insured

Your buildings are covered for loss or damage caused by:

Fire, smoke, explosion, lightning or earthquake

Riot, civil commotion and labour or political disturbances and strikes

Malicious damage

#### The buildings being hit

by:

- Aircraft or other flying devices, or anything dropped from them
- Vehicles or trains
- Falling aerials or masts
- Falling trees or branches
- Animals
- Fireworks
- Satellite dishes
- Lamp posts
- Telegraph poles

#### What is not insured

 Scorching, singeing or melting without a fire starting (i.e. no flame, no claim)

**Please note** – if you would like to be covered for this, you may wish to consider the Accidental Damage Extension. Please contact Customer Services for more information.

- Damage by any gradual cause.
- Loss or damage not reported to the police within 7 days.
- Malicious damage caused:
  - By you or your family
  - By a person lawfully allowed to be in your home
  - When your home is unoccupied (for 60 days or more in a row) or unfurnished.
- Damage caused by:
  - Domestic animals, birds or pets
  - Cutting down all or part of a tree.
- The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged the buildings
- Damage to hedges.

Continued overleaf...

What is insured What is not insured

#### Storm or flood

- Damage caused by:
  - Wear, tear or deterioration
  - Frost (where the air temperature is below freezing)
  - Subsidence, ground heave or landslip (such damage is covered separately)
  - Weight of snow.
- Damage to gates, hedges, fences or swimming pool covers.

### Subsidence or ground heave of the site the buildings stand on, or landslip.

#### ■ The first £1,000 for every incident.

- Damage caused to:
  - The buildings or their foundations by the materials from which they are built shrinking or expanding
  - The buildings or their foundations by settlement, unless the settlement is caused by subsidence of the site on which the buildings stand
  - Solid floor slabs or damage from solid floor slabs moving, unless the foundations beneath the outside walls of the main building are damaged at the same time and by the same cause
  - Walls, gates, hedges, fences, paths, drives, patios, swimming pools, ornamental pools, permanently fixed hot tubs and jacuzzis or tennis courts, unless the main building is damaged at the same time.
- Damage caused by:
  - Coastal or river erosion
  - Faulty design or construction of foundations
  - Demolition of or structural alteration or repairs to the buildings
  - Faulty workmanship or faulty materials.
- Any loss or damage where compensation is provided under another contract or by law
- Damage which started before this policy came into force
- Loss of market value after repairs.

#### Water leakage

Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep freeze cabinet.

#### Trace & access

We will pay the reasonable costs you have to pay to find where the leak is coming from, including the cost of repairs to walls, floors or ceilings up to £5,000.

#### ■ The first £250 of every incident

- The damage when your home is unoccupied (for 60 days or more in a row) or unfurnished
- Repairs to the pipework or other parts of the water or heating system
- Damage by any gradual cause
- Costs we have not agreed to
- Damage caused by your power supply being cut off by the supply authority (as a results of non payment of bills)
- Damage caused by something you or your family do deliberately.

#### Theft or attempted theft

As 'buildings' covers a wide range of things, you may wish to check the 'words with special meanings' section on Page 10 of this booklet.

#### Oil leakage

Oil leaking from a fixed, domestic or oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.

#### Trace & access

We will pay the reasonable costs you have to pay to find where the leak is coming from, including the cost of repairs to walls, floors or ceilings up to £5,000.

#### What is not insured

- Theft or attempted theft:
  - By you or any member of your family, lodgers or paying guests
  - When your home is unoccupied (for 60 days or more in a row) or unfurnished.
- Damage by any gradual cause
- Repairs to the pipework or other parts of the heating system
- Costs we have not agreed to
- The damage when your home is unoccupied (for 60 days or more in a row) or unfurnished.

#### **EXTRA BENEFITS**

#### Rebuilding or repairing buildings damage

Necessary and reasonable expenses for rebuilding or repairing the buildings as a result of damage insured under this section including the following:

- Architects, surveyors and legal fees
- The cost of clearing debris from the site, clearing drains and demolishing or shoring up the buildings
- Other costs necessary to keep to government or local authority requirements, unless you had received notice to meet the requirements before the damage occurred.

- The cost of preparing a claim
- Any amount above the maximum claim limit under this section
- The most we will pay under this section is 15% of the buildings maximum claim limit shown on the schedule/statement of fact.

#### Accidental damage or breakage

The cost of repairing:

- Accidental damage to the fabric of cables, underground pipes and drains (and their inspection covers) serving your home and for which you are responsible and
- Accidental damage to and breakage of fixed glass (such as glass in windows and patio doors), fitted ceramic hobs and sanitary fixtures in your home. This also includes any damage caused to solar panels.

**Please note** – items which are not 'fixed' may be covered under your contents insurance

- The cost of replacing undamaged items
- Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section
- Natural failure, wear and tear of drains
- Damage caused by scratching or denting
- Accidental damage to and breakage of fixed glass (such as glass in windows and patio doors), fitted ceramic hobs and sanitary fixtures when your home is unoccupied (for 60 days or more in a row) or unfurnished
- Locating the cause of the damage and the replacing or fixing of any ceiling, floor, wall, drives, tennis courts, swimming pools or gardens (including fixtures fittings attached to them damaged or removed during the investigation).

Continued overleaf...

#### Rent

- Rent you would have received or are responsible for paying while the buildings cannot be lived in because of damage insured by this section
- Reasonable costs of necessary alternative accommodation will also be paid for you, your family and your domestic pets if the buildings cannot be lived in because of damage insured under this section.

#### **Protection against squatters**

If squatters live in your home, we will pay towards your legal costs for removing them. You must get our agreement in writing before you start proceedings to receive this benefit.

#### Cover when you are selling your home

If you have exchanged contracts to sell your home, your **buyer** will benefit from the insurance under this section until the sale is completed.

### Protection against damage caused by emergency services

We will pay for damage to your buildings and garden and the reasonable costs of any re-landscaping of gardens which form part of the home, caused by the emergency services if they cause damage while getting into your home to deal with an emergency.

#### Moving home

If you move to another home, your original home will be covered while you are offering it for sale.

It will be covered free of charge and for a period of up to 90 days after you move.

If your original home is unoccupied (for 60 days or more in a row), you must do the following:

- Tell Rias that the buildings are unoccupied
- Turn off the gas and water supplies at the mains (except if you need to leave the central heating on to prevent the pipes freezing)
- Arrange for the inside of the buildings to be checked at least once a week
- Tell Rias if the buildings are not sold after 90 days, and pay any extra premium you are asked for so your original home can continue to be covered.

#### Replacement locks and keys

We will pay the cost of replacing and installing locks on outside doors if:

- Your keys are lost outside the home or are stolen; or
- They are damaged inside the home by an event insured under this section.

If you insure both buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.

The most we will pay in any one period of insurance is £100,000.

What is not insured

- Legal costs for removing the squatters while your home or any part of it is:
  - Lent, let or sublet to or occupied by someone who is not a member of your family; or
  - Unoccupied or unfurnished
  - Costs we have not agreed to in writing
- The most we will pay in any one period of insurance is £10,000.
- Loss or damage if the buyer has insurance cover elsewhere.

If you are not sure how moving home affects your buildings insurance, please call the Rias Customer Service team on 0800 183 9261.

Lines are open 8.30am - 8pm Monday to Friday and 8.30am - 4pm Saturday.

The most we will pay for any one incident is £1,000.

#### Accidental damage extension



This section applies only if it is shown in your policy schedule/statement of fact. This optional policy extension provides enhanced cover and is in addition to the cover provided as standard in your buildings insurance.

If you would like to add the accidental damage policy extension to your buildings insurance, please call Rias' Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

#### What is insured

You will benefit from all the protection previously described in the buildings insurance section of your policy (including the standard accidental damage cover), plus accidental destruction or damage caused by:

- You
- Your family
- External means.

#### What is not insured

The most we will pay is the maximum claim limit under the buildings section.

- Anything listed as not covered under the 'buildings insurance' section of your policy
- Any risk already covered under the main buildings section
- Damage caused by:
  - Insects, moths, vermin, parasites, wet rot, dry rot, fungus, atmospheric conditions (such as dampness or dryness), light or other gradual cause
  - Altering, dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the building
  - The effects of chemicals
  - Domestic animals, birds or pets.
- Electrical or mechanical breakdown
- The cost of maintenance or routine redecoration

#### Standard policy excess

You pay the first £50 of all claims for every incident, except for subsidence, ground heave and landslip for which there is a £1,000 excess

#### Escape of water excess

You pay the first £250 of all claims for every incident.

### **Section 2 - Contents insurance**

#### This section applies only if it is shown in your policy schedule/statement of fact.

#### What does 'contents' mean?

Household goods, high-risk items, money and personal belongings you or your family own or are responsible for.

This is 'new for old' cover (except for clothing and household linen over three years old). This means that when you receive a claims settlement, there will be no deduction for depreciation. We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash. Where we can offer repair or replacement through our preferred supplier but we agree to pay a cash settlement the payment will not exceed the amount we would have paid the preferred supplier. We will decide which option is most appropriate.

This does not include items held or used for business purposes, other than the items defined as 'business equipment' in the 'words with special meanings' section of this policy booklet.

#### Standard policy excess

You pay the first £50 of all claims for every incident.

#### **Escape of water excess**

You pay the first £250 of all claims for every incident.

**Please note** – In the event of a claim being made under both the contents and buildings sections of the policy, you will be liable to pay the excess under both these sections.

#### What is insured

Your and your family's contents are covered when they are:

- In the home
- Outside but within the boundary of the home
- In a building within the boundary of the home with an open front or side, such as a carport.

**Please note** – refer to the 'words with special meanings' section for a definition of home.

#### What is not insured

- Damage from wear, tear and deterioration
- Interior decorations
- Anything insured under another policy or more specifically, insured elsewhere in this policy
- Any aircraft, boat, caravan, motor vehicle (including motorbikes and mechanicallypowered vehicles) or trailer, or any accessories or contents in them or attached to them
- Animals (including domestic pets)
- Growing trees, shrubs or plants
- High-risk items or personal belongings removed from the home unless specified within your schedule/statement of fact
- Damage caused by moths, vermin, parasites, insects, wet rot, dry rot, fungus, atmospheric conditions (such as dampness or dryness), light or other gradual causes.
- Contents which are not in your temporary accommodation

**Please note** – if you want cover for your belongings whilst you are out and about (e.g. jewellery you wear), then you should consider 'personal belongings away from home' cover. Please contact Customer Services for more information.

#### Contents when temporarily away from home

 This covers contents anywhere else in the European area when temporarily away from home.

#### Contents when temporarily away continued

 Contents are covered when they have been temporarily removed from your home into temporary accommodation where you, or a member of your family, is living.

#### **Contents at University**

You and your families contents are covered for loss or damage whilst you are away at university within the UK and the Isle of Man for damage as a result of Water, Theft or attempted theft and damage caused by Oil leaking.

However, for theft of your contents (excluding money), the theft must be from:

- Any bank or safe deposit, or while you or any member of your family are studying at or living in temporarily; or
- Any other building if there are visible signs that force or violent means were used to get into or out of the building.

Money is covered away from your home only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.

The contents are covered by loss or damage caused by any of the following:

### Fire or smoke, explosion, lightning or earthquake

Resulting in loss or damage to contents

### Riot, civil commotion and labour or political disturbances

- In the United Kingdom and the Isle of Man
- · Resulting in loss of or damage to contents

#### Malicious damage

• In the United Kingdom and the Isle of Man

#### Your home being hit

by:

- Aircraft or other flying devices, or anything dropped from them
- Vehicles or trains
- Falling aerials or masts

#### What is not insured

- Any item taken out of your home to:
  - Sell
  - Exhibit
  - Be kept in a furniture depository this is a commercial warehouse which protects the items stored from theft, damage or weather conditions.
- The most we will pay for any one incident is £5,000
- Theft/attempted theft is restricted to forced or violent entry only.
- Loss or damage:
  - Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging;
  - Caused by storm, flood or malicious damage to items not in a building;
  - To any item taken out of your home to sell, display or exhibit;
  - During removals; or
  - When your contents are in a caravan, mobile home or motor home;
  - Whilst outside of university term time

**Please note** - All contents must be brought home during the holidays, room door must have it's own lock.

- Scorching, singeing or melting, where a fire has not started (i.e. no flame, no claim)
- Loss or damage caused gradually.

**Please note** – if you would like to be covered for this, you may wish to consider the accidental damage extension. Please contact Customer Services for more information.

Losses not reported to the police within seven days.

#### Malicious damage caused:

- By you or your family
- By a person lawfully allowed to be in your home or
- When your home is unoccupied (not lived in for more than 60 consecutive days or more) or unfurnished.
- Damage caused by domestic animals, birds or pets
- The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your contents.

Continued overleaf...

- Falling trees or branches
- Animals
- Fireworks
- Satelite dishes
- Lamp posts
- Telegraph poles.

#### Storm or flood

#### Subsidence, ground heave or landslip

Subsidence or ground heave of the site your home stands on, or landslip.

**Please note** – if you have buildings insurance, your buildings will be insured for this.

#### Water leakage

Water leaking from any fixed domestic water or heating system, washing machine, dishwasher, water bed, fish tank, refrigerator or deep freeze cabinet

#### Theft or attempted theft

Your contents are covered for theft or attempted theft from your home.

Money is covered away from your home only if it is stolen from a building and force was used to get into or out of the building.

All other property is covered away from your home only if stolen:

- From a home or building you or your family are working or living in temporarily
- From any other building if force was used to get in or out
- From any bank or safe deposit, or while you or any member of your family is taking the items to or from the bank or safe deposit.

#### What is not insured

**Please note** – if you have buildings insurance and your building is damaged, this cost may be covered under that section of your policy.

- Storm or flood damage to property away from your home and not in a building
- Damage during renovation
- Weight of snow.
- Any exclusions on subsidence, ground heave and landslip listed under buildings insurance.

#### ■ The first £250 of every incident

- Damage caused gradually
- Locating the cause of the damage and the replacing or fixing of any ceiling, floor, wall, drives, tennis courts, swimming pools or gardens (including fixtures and fittings attached to them) damaged or removed during the investigation
- Damage to the fixed domestic water or heating system itself – unless you have buildings insurance, in which case you may be covered for this under that section of the policy
- Damage when the main part of your home is unoccupied (for 60 days or more in a row) or unfurnished
- Damage caused by your power supply being cut off by the supply authority. (as a result of non payment of bills)
- Damage caused by something you or your family do deliberately.

Theft or attempted theft:

- By deception, unless entry only is gained by deception
- By you or any member of your family
- When your home is unoccupied (for 60 days or more in a row) or unfurnished, or
- When your home or any part of it is lent, let or sublet to or occupied by someone who is not a member of your family, unless force is used to enter or leave the building
- All other property in a bank or safe deposit, unless specified in the policy schedule/statement of fact
- Any amount over £500 for theft of money.

#### Damage caused by oil leaking

Damage caused by oil leaking from a fixed, domestic, oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.

#### Accidental damage to electrical equipment

Accidental damage to television sets (and their aerials), radios, video recording equipment, satellite receivers or decorders, dvd players/recorders, audio visual equipment and personal computers and laptops.

**Please note** – This standard accidental damage cover is limited. If you want more comprehensive cover, you may wish to consider the accidental damage extension shown on page 36.

#### Accidental breakage in your home

Accidental breakage, in your home, of:

- Fixed glass in furniture (but not glass in pictures or clocks)
- Glass shelves
- Glass tops to furniture
- Fixed glass in mirrors
- Ceramic hobs and ceramic tops to cookers.

**Please note** – This standard accidental damage cover is limited. If you want more comprehensive cover, you may wish to consider the accidental damage extension shown on Page 36.

#### Loss of metered water or oil

Accidental loss of metered water or oil in domestic heating systems.

#### Refrigerated and frozen food

Damage to food in any refrigerator or deep freezer caused by:

- A rise or fall in temperature or
- Contamination by refrigerant or refrigerant fumes.

#### **High-risk items**

The amount we will pay varies depending on the number of bedrooms in your home and the contents sum insured you have selected unless a different amount is shown on the policy schedule/ statement of fact.

#### What is not insured

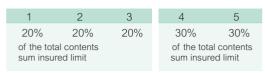
- Any loss or damage that happens gradually over a period of time
- Locating the cause of the damage and the replacing or fixing of any ceiling, floor, wall, drives, tennis courts, swimming pools or gardens (including fixtures and fittings attached to them) damaged or removed during the investigation.
- Damage to records, compact discs, computer disks, cassettes or tapes
- Damage caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item
- Damage caused by wear and tear or deterioration
- Electrical or mechanical breakdown
- Damage from light or atmospheric or climatic conditions.
- Damage caused by scratching or denting.

### The first £250 will apply for any escape of water claims

- The most we will pay for any escape of oil claims is £2,000
- The most we will pay for any escape of water claims is £1,000
- Any loss or damage that happens gradually over a period of time.
- The most we will pay is £1,000
- Damage caused by your power supply being cut off by the supply authority (as a result of nonpayment of bills, for example)
- Damage caused by a strike, lock-out or an industrial dispute
- Damage caused by something you or your family do deliberately
- Food beyond the date it can be safely eaten.
- The most we will pay for any one item is £1,500, unless a different amount is specified in the policy schedule/statement of fact
- The most we will pay for any one item of business equipment is £1,500, unless a different amount is shown in the policy schedule/statement of fact

#### Maximum claim for high risk items

No. of bedrooms



#### Money and credit cards

Loss or damage.

#### **Deeds and documents**

Loss of or damage to deeds and documents

#### Property in the open air

Property in the open air or in a building that is open at the side or front (such as a carport), but is within the boundaries of your home.

#### Contents of outbuildings

As standard, we will provide £5,000 of contents cover for outbuildings.

If you require more, please contact the Rias Customer Services team, as special terms may apply.

#### What is not insured

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

**Please note** – For a definition of business equipment, please see the 'words with special meanings' section on page 10 of this policy booklet.

- The most we will pay for any one claim is £500.
- The most we will pay for any one claim is £2,500
- Documents used or held for business, trade, profession or employment purposes.
- The most we will pay for any one claim is £2,000
  - Loss or damage to plants and trees.
  - Loss or damage to high risk items or money.
  - Loss or damage to business equipment.
  - Loss or damage to pedal cycles.
- Any claims over £5,000 unless specified on your policy
- Any claim for the contents within a building that is not on a permanent base
- Business equipment, unless agreed with us.

#### **EXTRA BENEFITS**

#### Alternative accommodation

If you cannot live in your home because of damage insured under this section:

- We will pay the reasonable cost of necessary alternative accommodation for you, your family and domestic pets until you can live in your home again and
- If you are a tenant, they will also pay any rent that you have to pay while you are not living in your home.

#### **Jury Service**

We will pay up to £25 per day for loss of earnings and other expenses if you have to attend jury service.

#### Replacement locks and keys

We will pay the cost of replacing and installing locks on outside doors if:

- Your keys are lost outside the home or are stolen; or
- They are damaged inside the home by an event insured under this section.

If you insure both buildings and contents under this policy and make a claim for replacement locks and keys we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.

Any amount over 20% of the maximum claim limit within any one period of insurance.

**For example**, if you have contents insurance of £50,000 then the maximum you could claim for alternative accommodation would be £10,000.

- The most we will pay for any one claim is £1,000
- Any amount that you can claim back elsewhere.
- The most we will pay in any period of insurance is £1,000.

#### **Shopping In transit**

Loss of or damage to food and other items while you are bringing them to your home from the shop where you bought them.

Loss or damage caused by theft, attempted theft from an unattended vehicle or where a motor

What is not insured

vehicle is stolen unless: -- The item is in a locked covered boot or glove compartment

■ The most we will pay for any one incident is £500

- All access points to the vehicle are closed and
- Any extra security systems are activated; or
- There is evidence that forcible and violent entry took place.

#### **Carers contents** The most we will pay for any one incident is £350.

- Loss or damage if any item is insured under any other policy.

The most we will pay for any one incident is £350. - Loss or damage if any item is insured under

We will cover contents belonging to your carer while in your home as a result of causes insured under this section if they are not insured under any other policy.

#### **Guests contents**

We will cover contents belonging to your guests or visitors while in your home as a result of damage insured under this section if they are not insured under any other policy.

#### Contents professionally packed

If your contents are professionally packed and carried, you will be insured against loss or damage to the contents while they are:

- Being transported anywhere in the UK between your old address and your new address
- On their way to or from a furniture depository and being loaded or unloaded.

#### **Dual contents cover**

We will cover your contents up to the maximum claim limit shown in your schedule/statement of fact while they are in a new home that you have exchanged, but not completed contracts on, one week before you move into the new home.

#### Fatal injury

If you or any member of your family have a fatal injury:

- Caused by fire in your home
- As a result of an assault in your home.

#### Damage as a tenant

If you are a tenant of your home, we will pay for loss of or damage to interior decorations and home improvements you have made that have been caused by the risks listed in this section.

■ Breakage of glass or other fragile items

any other policy.

Property in storage or in a furniture depository.

■ £5,000 will be paid for the person who dies, but only if they die within 12 months of the fire or assault.

Any amount over 10% of the maximum claims limit within one period of insurance for loss or damage to interior decorations or your home improvements.

What is insured What is not insured

### Wedding and Civil Partnership ceremony insurance

The maximum claim limit under this section is automatically increased by 10% for one month before and the month after your or any member of your family's wedding day or Civil Partnership ceremony to cover wedding or Civil Partnership ceremony gifts and the cost of extra items bought specifically for the wedding or the Civil Partnership ceremony and celebrations.

### In addition cover will be provided for gifts whilst:-

- In a building where the wedding or civil partnership ceremony reception is held
- Being transported between your home and the reception.

#### Religious festival increase

The maximum claim limit under this section is increased by 10% during the month of your religious festival to cover gifts and extra food and drink bought for the religious festival.

#### **Birthday Increase**

The maximum claim limit under this section is increased by 10% for one month before any member of your families birthday, to cover birthday aifts purchased for members of your family.

#### Counselling fees

If you or members of your family residing at the property suffer emotional stress as a result of a cause under this section, we will pay you the cost of any professional counselling.

# Items covered whilst living in a nursing home, residential care home or staying with family and friends

Your contents are covered for loss or damage as a result of causes insured under this section when they are kept in a nursing home and when staying with family or friends within the UK and Isle of Man.

However for theft of your contents (excluding money), the theft must be from:

- Any bank or safe deposit; or while you or any member of your family are taking the items to or from the bank or safe deposit
- Any other building if there are visible signs that force or violent means were used to get into or out of the building.

**Please note** - if you are leaving the main residence that you insure with Rias unoccupied as a result of going into a residential or care home, you will need to contact our customer services team as terms and conditions will apply.

- The most we will pay for any one incident is £1,000
- Any counselling which has not been approved
- Any counselling which has not been recommended by a qualified medical practitioner.
- The most we will pay is 20% of your contents sum insured shown in your schedule/statement of fact
- Loss or damage
  - Of any money;

Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging;

Caused by storm, flood or malicious damage to items not in a building;

- To any item taken out of your home to sell, display or exhibit;
- During removals; or
- When your contents are in a caravan, mobile home or motor home.

#### Medical equipment on loan

We will cover specialist medical equipment that you are responsible for if you have been loaned these from a hospital, Local authority, the Red Cross or other mobility shops.

Written confirmation from the hospital, local authority, red cross or relevant shop will be requested as evidence that the insured is legally responsible for the item(s).

#### Loss or damage to downloaded data

We will pay for loss or damage covered under this section to non-recoverable electronic data that you or a member of your family residing at your property have legally downloaded. If you make a claim for downloaded data we will ask you for proof that you downloaded this data.

#### Theft by bogus officials

We will pay for the theft of money up to £500 following unforced entry into your home by a person/persons falsely claiming to be an official.

### Accidental damage to wheelchairs and stairlifts in the home

We will pay for accidental damage to wheelchairs, pavement vehicles and their accessories and stairlifts which are owned by or the responsibility of members of your family, but only while in the home.

#### What is not insured

- The most we will pay for any one incident is £5,000
- Any item where a loan agreement cannot be provided.
- The most we will pay for any one incident is £2,500.
  - Data download for business, trade, profession or employment purposes.
  - Remaking a film tape or disc.
  - Rewriting the information contained on your home entertainment equipment.
- The most we will pay for any one incident is £500
- Any theft that has not been reported to the police within 24 hours.

#### Loss or damage:

- Caused by altering, washing, cleaning, restoring, maintaining, repairing, dismantling or misusing;
- From wear and tear or loss of value;
- Caused by going over the weight load capacity;
- To stairlifts made by companies who are not a member of the lift and escalator industry association (LEIA); or
- Caused by faulty workmanship, design or lack of maintenance;
- Caused by electrical or mechanical breakdown;
- To stairlifts if covered by any other insurance.

#### High-risk items

#### This section applies only if it is shown in your policy schedule/statement of fact.

High-risk items are those items worth over £1,500 which need to be specified in your policy schedule/ statement of fact. They are described as 'high risk' as there is an increased risk of theft, loss or damage.

#### What is insured

#### SUMMARY

High-risk items include:

- Jewellery, precious stones, articles made from gold, silver and other precious metals
- Clocks, watches
- Furs
- Photographic equipment
- Business equipment
- Binoculars
- Telescopes
- Musical instruments
- Curios (small articles of curiosity or special interest, valued as a collector's item)
- Pictures and other works of art
- Guns
- Collections of stamps, coins or medals.

Pairs or sets of items are regarded as one item.

Your and your family's high-risk items that are individually listed in the policy schedule/statement of fact (except for business equipment) are covered in the European area. Cover is also provided anywhere else in the world for up to 60 days in any period of insurance.

#### What is not insured

- Accidental loss or theft you do not report to the police within 24 hours of discovering the loss or theft
- Business equipment and items used for business purposes there is a single article limit of £1,500 and a maximum claims limit of £5,000, unless different amounts are shown on the policy schedule/statement of fact
- Breakage of:
  - Sports equipment when it is being used
  - Reeds, strings or drum skins of musical instruments
- Damage from wear and tear or depreciation
- Damage caused by:
  - Moths, vermin, parasites, insects, wet rot, dry rot, fungus, atmospheric conditions (such as dampness or dryness), light or other gradual causes
  - Cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item
  - Scratching or denting
  - Something you or your family do deliberately
- Electrical or mechanical breakdown
- Property being confiscated or detained by customs or other authorities
- Damage excluded anywhere else in the policy
- Animals and pets owned by you or your family
- Theft from motor vehicles left by the owner or current vehicle driver unless the item or any bag, box or other form of wrapping containing or covering it is hidden from view and all access points to the vehicle are securely locked.

What is insured What is not insured

#### The most we will pay

The most we will pay for any high-risk item is the sum you have insured it for, which is shown on the policy schedule/statement of fact next to each item.

If the value of items at the time of the loss or damage is more than the amount shown in the policy schedule/statement of fact, they will pay only part of the claim. For example, if the sum insured is one third of the actual value, they will pay only one third of the sum insured. If you make a claim, you will need to give your insurer a valuation of the relevant item and evidence you own that item.

It is RECOMMENDED that you review the valuation of each high-risk item regularly (at least every two years). You must tell Rias as soon as possible about any changes to the valuation information you gave previously, otherwise you may find yourself over-insured or under-insured.

#### **Making your claim**

If you make a claim, we will need a valuation of the relevant item and evidence that you own it. To make a valid loss or theft claim, you must report the loss or theft to the police within 24 hours of discovering it.

#### **Accidental damage extension**



#### This section applies only if it is shown in your policy schedule/statement of fact.

If you would like to add accidental damage cover to your contents insurance, please call Rias' Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

#### Standard policy excess

You pay the first £50 of all claims for every incident.

#### **Escape of water excess**

You pay the first £250 of all claims for every incident

**Please note** – you have some basic cover for accidental damage in your standard contents insurance. The accidental damage extension is optional, additional cover. If it does appear on your policy schedule/statement of fact and you wish to add this to your policy, please contact Rias' Customer Services team.

#### What is insured

This policy extension enhances the standard accidental damage cover you receive as part of your contents insurance.

#### Accidental damage

You and your family's contents are insured while they are:

- In the home
- Outside, but within the boundary of the home or
- In a building, within the boundary of the home, with an open front or open side such as a carport.

The contents are covered up to the maximum claim limit, which applies to this section.

**Please note** – a definition of 'home' can be found on page 11 of this policy booklet, if required.

#### What is not insured

- Anything listed as not covered under the contents section
- Any risk already covered under the contents section
- Damage to:
  - Clothing, including furs
  - Contact or corneal lenses.
- Damage caused by:
  - Cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item
  - Domestic animals, birds or pets.

What is insured	What is not insured
Accidental damage continued	<ul> <li>Faulty workmanship or design</li> <li>Computer viruses</li> <li>Something you or your family do deliberately</li> <li>Damage that happens when any part of your home is lent, let or sublet to or occupied by someone who is not a member of your family</li> <li>Damage to food</li> <li>Property confiscated or detained by customs or other authorities.</li> </ul>
Property in the open  Property left permanently in the open within the boundary of the home, including at the side or front of the building (such as a carport).	<ul> <li>Any amount over £200 for each, individual item</li> <li>Any amount over £500 for any claim.</li> </ul>

#### Personal belongings away from home



#### This section applies only if it is shown in your policy schedule/statement of fact.

This additional, optional cover insures your personal belongings when you take them out of your home – for example, jewellery that you are wearing.

If you would like to add personal belongings away from home cover to your contents insurance, please call Rias' Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

#### **Policy excess**

You pay the first £50 of all claims for every incident.

**Please note** – high value items worth over £1,500 must be individually specified on your policy schedule/statement of fact in order for them to be covered to their full value.

#### What is insured

#### **LOSS OR DAMAGE**

Loss of or damage to your or your family's personal belongings, money and credit cards in the European area. Cover is also provided anywhere else in the world for up to 60 days in any period of insurance.

#### The most your insurer will pay

Unless items are listed separately with a value in your policy schedule/statement of fact, the most we will pay for any claim is:

Total personal belongings claim	£5,000
For each, individual item	£1,500
Money	£500

**Please note** – A pair or set of items (such as a set of golf clubs) is regarded as a set, whether made by the same manufacturer or not.

#### What is not insured

- Accidental loss you do not report to the police within seven days of discovering the loss
- Items used for business purposes
- Damage happening within the home to items, which are not high-risk items
- Furniture, household goods, equipment, stock or provisions and business goods
- China or glass (except spectacles)
- Non-portable audio or audio-visual equipment (unless agreed), car audio or audio-visual equipment (including vehicle satellite navigation units), records, compact discs, computer disks, cassettes, tapes and car phones (unless specified in your policy schedule/ statement of fact)
- Documents and securities
- Contact or corneal lenses
- Pedal cycles
- Camping equipment
- Motor vehicles, trailers, caravans, boats or their accessories or associated equipment belonging to any of these

What is insured	What is not insured
Loss or damage continued	■ Theft from motor vehicles left by the owner or current driver unless the item or any bag, box or other form of wrapping containing it is hidden from view and all access points to the vehicle are securely locked
	<ul> <li>Growing trees, shrubs or plants growing in the garden</li> </ul>
	Animals
	■ Breakage of:
	- Sports equipment when it is being used
	<ul> <li>Reeds, strings or drum skins of musical instruments</li> </ul>
	Damage from wear and tear or depreciation
	■ Damage caused by:
	<ul> <li>Moths, vermin (such as rats), parasites, insects, wet rot, dry rot, fungus, atmospheric conditions (such as dampness or dryness), light or other gradual causes</li> </ul>
	<ul> <li>Cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item</li> </ul>
	<ul> <li>Scratching or denting</li> </ul>
	- Something you or your family do deliberately
	■ Damage excluded elsewhere in the policy
	■ Electrical or mechanical breakdown
	Property confiscated or detained by customs or other authorities.
CREDIT CARD – FINANCIAL LOSS  Financial loss if your credit card is lost or stolen	■ The most we will pay for any one claim for credit cards is £500
and someone else uses it.	If a loss or theft is not reported to the local police within 24 hours of discovering the loss or theft
	If a loss or theft of any credit card is not reported to the credit card company as soon as possible
	If you did not keep to the conditions of the

credit card.

#### **Pedal cycle extension**



#### This section applies only if it is shown in your policy schedule/statement of fact.

If you would like to add the pedal cycle extension to your contents insurance, please call Rias'
Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

#### **Policy excess**

You pay the first £50 of all claims for every incident.

#### What is insured

This policy extension provides additional cover for your pedal cycles, over and above the protection provided by your standard contents insurance.

#### Accidental loss or damage

You and your family's pedal cycles (listed in the policy schedule/statement of fact) are covered in the United Kingdom and the Isle of Man.

#### The most we will pay

The most we will pay for pedal cycles is the amount shown against each item in the policy schedule/ statement of fact.

It is RECOMMENDED that you review the value of your pedal cycles at least every two years and advise Rias if this value changes so that your policy may be updated. If the value is not updated and you make a claim you may find that the amount you can claim for is not enough to replace or repair the item.

If the value of the items at the time of the loss or damage is more than the amount shown in the policy schedule/statement of fact, we will pay only part of the claim.

For example, if the sum insured is one third of the actual value, we will pay only one third of the cost of **replacement or repair**.

#### What is not insured

- Pedal cycles outside the United Kingdom or Isle of Man unless your insurer agrees to this and you pay an extra premium
- Motorised pedal cycles
- Pedal cycles being used for racing, pacemaking or testing of any kind or while practising for any of them
- Theft or attempted theft of a pedal cycle when left in a public place without being secured to an immovable object by a chain and padlock or other equivalent lock
- Cuts or bursts to tyres
- Loss of or damage to accessories or parts of pedal cycles unless the pedal cycle is stolen or damaged at the same time
- Damage caused by wear and tear or loss of value
- Damage caused by moths, vermin, parasites, atmospheric conditions (such as dampness or dryness), light or other gradual causes
- Damage caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle
- Mechanical breakdown
- The cycle being confiscated or detained.

# **Section 3 – Liability insurance**

#### This section applies to all policies.

# Words with special meanings in this section of the policy

In this section of the policy:

- **Injury** includes death, disease and illness
- **Damage** includes loss.

#### Who is insured?

The cover applies to you and your family (or your personal representatives if you die), for your liability.

#### **Policy excess**

There is NO excess for this type of insurance.

**Please note** – What liability insurance you will have depends on what combination of buildings and contents insurance you have chosen, so please check carefully.

Are you c	overed?		What is insured	What is not insured
Building only	Contents only	Building & contents		
	X		Public liability  This section insures your legal liability only as owner of the buildings, including their land.  The cover applies to you and your family (or personal representative if you die) for your liability.  You are insured against your legal liability to pay damages and expenses for bodily injury caused to any person or damage caused to property.  This cover insures you against injury or damage occurring anywhere in the world during the period of insurance.  We will also pay other costs and expenses agreed to in writing.	THE FOLLOWING APPLIES TO PUBLIC LIABILITY, PERSONAL LIABILITY, DEFECTIVE PREMISES INDEMNITY, UNPAID DAMAGES AND LIABILITY FOR DOMESTIC EMPLOYEES POLICY SECTIONS.  The most we will pay for any one claim, or series of claims arising from one cause is £2,000,000 (£5,000,000 for liability for domestic employees) plus any other costs and expenses agreed to in writing.  We will not pay for any claims for the following:  — Injury to you or a member of your family  — You or a member of your
×	<b>V</b>	•	Personal liability  This section insures only your legal liability as the occupier, but not as the owner of your home (see public liability for cover as the owner of your home). The cover applies to you and your family (or personal representative if you die) for your liability.	family dying  Injury to anyone who is employed by you under a contract of service or apprenticeship and who is injured during the course of their employment. This exclusion does not apply under the section on domestic employees liability.

injury or damage occurring anywhere in the world during the period of insurance.  We will also pay other costs and cycles	, let, rented, ntrusted to you ge arising from
You are insured against your legal liability to pay damages and expenses for bodily injury caused to any person or damage caused to property.  This cover insures you against injury or damage occurring anywhere in the world during the period of insurance.  We will also pay other costs and cycles  Damage to propowned, leased hired, lent or endered to property.  Injury or damage occurring anywhere in the world during the garden mach cycles	, let, rented, ntrusted to you ge arising from using: hicle (including nd mechanically icles), except
liability to pay damages and expenses for bodily injury caused to any person or damage caused to property.  This cover insures you against injury or damage occurring anywhere in the world during the period of insurance.  We will also pay other costs and cycles	, let, rented, ntrusted to you ge arising from using: hicle (including nd mechanically icles), except
injury or damage occurring anywhere in the world during the period of insurance.  We will also pay other costs and cycles	nd mechanically icles), except
expenses agreed to in writing	, , , , , , , , , , , , , , , , , , , ,
having a foot	ept model aircraft g span of less
Defective premises indemnity	cept sporting guns
liability to pay damages and expenses for accidental bodily injury to any person or damage to property caused by faulty work on any private home (within the United Kingdom or the Isle of Man) which you sold or moved out of before the injury or damage occurred.  This defective premises insurance continues for seven years from the date when this policy ends or is cancelled. The insurance will not apply if the policy is declared invalid or your liability is covered  used for sport vaced for sport section 1 of the policy and the policy and the section 1 of the policy and the policy is declared invalid or your liability is covered	rting purposes  rpe specified under the Dangerous 91 or any later to that Act than a stairlift) you re responsible for  ge arising from: om racing of any on foot malicious act or s, trade, profession
Damage or inju	
We will pay the unpaid amount of occupying (corany award made in your favour for compensation for bodily injury or damage to property.  owning (building occupying (corany buildings or large of the bodily injury or statement of factors)	ngs insurance) or ntents insurance) nd that are not policy schedule/ act
United Kingdom or the Isle of someone else	ise you pass onto
Any liability you contract, unles had that liability contract.	s you would have

Are you c	overed?			What is not insured
Building only	Contents only	Building & contents		
			Unpaid damages continued	
<b>~</b>	V	V	We will pay the amount if:	
			<ul> <li>You have not received full payment within three months of the date of the award</li> </ul>	
			<ul> <li>The bodily injury or damage occurred in the United Kingdom or the Isle of Man</li> </ul>	
			<ul> <li>You would have had a valid claim under the public and personal liability sections of the policy if the award had been made against you</li> </ul>	
			<ul> <li>There is not going to be an appeal.</li> </ul>	
			After we have made a payment, they may enforce your rights against the person who should have made the payment. In this case, they will keep any amounts they get back.	
×	V	V	Liability for domestic employees	
			You are insured against your legal liability to pay damages, costs and expenses for accidental bodily injury, which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.	
			We will also pay other costs and expenses agreed to in writing.	
			Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom or the Isle of Man.	
			The most we will pay is £5,000,000 for any one claim, or series of claims, arising from one cause including any other costs and expenses agreed to in writing.	

Are you c	overed?		What is insured	What is not insured
Building only	Contents only	Building & contents		
×			Tenant's liability  You are insured against your legal liability for:  - Damage to the structure of your home, or to the landlord's fixtures, fittings and interior decorations, caused by the risks covered under the contents section unless the home is unoccupied (for 60 days or more in a row) or it is unfurnished  - The cost of repairing accidental damage to the fabric of the cables, underground pipes and drains (and their inspection covers) which serve your home  - Accidental breakage of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, solar panels and verandas  - Accidental breakage of fixed sanitary fittings and bathroom fittings.	■ The most we will pay for all claims arising in any one period of insurance is 10% of the maximum claim limit under the contents section.  For example, if you have £50,000 contents insurance, then the maximum claim we will pay under tenant's liability insurance is £5,000.

## OPTIONAL COVER

# Section 4 – Home Protection cover

This section applies only if it is shown in your policy schedule/statement of fact.

If you would like to add Home Protection cover to your home insurance, please call Rias' Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

#### **Policy excess**

There is NO excess for this type of insurance

#### Who provides your cover

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. Our FCA Register number is 202664. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

#### Making a claim on your Home Protection policy

Before you ask for help and make a claim, please check that the circumstances are covered by this insurance.

#### Please note

- If you need help, you must contact the helpline and not a contractor direct; otherwise your claim will not be covered. Please quote your name and postcode together with your policy number
- You must tell the local gas company if you find a gas leak. (Call National Grid on 0800 111 999)

To make a claim, please call

0345 840 2730

Lines are open 24 hours a day, 7 days a week

Before you make a claim, please check this policy wording to ensure the circumstances are covered by your insurance.

To make a claim, please call the helpline quoting:

- Your name and home postcode,
- Your home insurance policy number, and
- Details of the nature of the problem

The helpline will advise you how to protect yourself and your home and then organise an authorised contractor to contact you to arrange a visit. We will pay up to £500 per claim including V.A.T, call out, parts and labour to carry out a temporary repair, or if at a similar expense, a permanent repair. If the repair exceeds £500 in total to complete, we will advise you of the cost and will proceed only if you agree to pay for the amount above £500. If you have taken out the Home Protection PLUS product, cover for your main heating and hot water is increased to £1,000 and work is carried out on a permanent repair basis.

# **Home Protection cover**

# Words with special meanings

Authorised contractor	A tradesperson authorised in advance to carry out repairs under this policy.
Beyond economical repair	Beyond economical repair – Means where we estimate that the cost of repairing your primary heating and/or hot water system would be more than its current value, or, that we are unable to obtain spare parts to repair it.
Complete breakdown	All electrics within your home have completely failed or all toilets within the property have been blocked.
Consequential loss	Any loss which happens as a result of (or as a side effect of) the main thing for which you are insured.
Covered events	Emergency to essential services within your home listed in the section 'What is insured.'
Emergency	The result of a sudden and unforeseen incident in your home, which immediately.
	<ul><li>i) Exposes you or a third party to a risk to their health or;</li><li>ii) Creates a risk of loss or damage to your home and/or any of your belongings or;</li><li>iii) Renders your home uninhabitable.</li></ul>
Emergency repair	Work carried out by an authorised contractor to resolve the emergency by carrying out a temporary repair.
Home	This is the property identified in your home insurance schedule/statement of fact, excluding any detached garages and any other outbuildings.
Insured/you/your	The policyholder and any member of your immediate family permanently residing at your home.
Main heating system	Single domestic boiler, hot water and heating system including: standard flue, heat exchanger, gas burner, fan, printed circuit boards, pressure relief valves, overheat thermostats, flow switches, gas valves, automatic air vents, air separators, air pressure switches, water pressure gauges, control panels, spark electrodes and leads, thermocouples, pumps, motorised valves, room thermostats, hot water cylinder thermostats, frost stats, time clock/programmers, wiring harnesses, thermostatic radiator valves, radiator valves, check valves, hot water cylinders, gas/system pipe work, feed and expansion tank, filling loops, ball valves, immersion heaters.
Period of cover	Period of cover for which the premium has been paid.
Permanent repair	Repairs and/or work carried out to put right the damage caused by the emergency.
Service	Safety checks on boiler performance, safety devices, flue ways, ventilation, boiler ignition, pipe work and radiators.
Temporary repair	Repairs and work carried out by the authorised contractor to resolve an emergency only, but which will need to be replaced by a permanent repair.
We/us/our	Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

The covered events listed below:

#### 1. Plumbing and drainage

The plumbing or drainage system from the mains water supply has either failed or been damaged and flooding or water damage is likely inside your home as a result.

#### 2. Blocked toilets

The toilet has failed due to blocked toilet waste pipes.

#### 3. Electricity supply

Assistance if the electrics within your home have suddenly failed.

#### 4. Pest infestation

The removal of rats, mice, squirrels, wasps' nests and hornets' nests within your home.

#### 5. Security

The locks, doors or windows have either failed or broken down or been damaged and this has made your home unsecure.

#### 6. Water supply pipe

The water supply pipe within your home has burst or been damaged and water damage/flooding is likely.

# **7. Main heating system and hot water** (applicable to Home Protection PLUS only)

The complete, partial or intermittent breakdown of a single domestic boiler, hot water, heating system and associated components.

#### 8. Alternative accommodation

If you cannot live in your home as a result of an emergency, we will reimburse reasonable costs you have to pay for accommodation. You must get our permission first and we will reimburse you up to £250 including VAT.

#### 9. Beyond economical repair

Means where we estimate that the cost of repairing your primary heating and/or hot water system would be more than its current value, or, that we are unable to obtain spare parts to repair it.

# Applicable to Home Protection and Home Protection PLUS policies:

We will not pay for costs arising from or in connection with the following:

- Any claims made under the policy within the first 14 days (other than a renewal of an existing policy).
- Any leaking or dripping tap that requires a new washer, replacing external overflows, external guttering or replacing of boilers, water storage tanks, radiators, sanitary ware, domestic appliances (including showers), septic tanks and swimming pools including plumbing and filtration systems.
- Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- Cost of trace and access to locate the source of the emergency.
- Shared water/drainage facilities which are the responsibility of the water company.
- Any internal or external water pipe after the internal stop tap.
- Saniflow toilets or other WC waste mascerator.
- Any breakdown to flushing mechanism of toilets (e.g handle, push button and syphon).
- Pests outside the main dwelling e.g. in any garages and other outbuildings.
- Windows, locks and doors outside the main dwelling e.g. in any garages and other outbuildings.
- Electricity supply to or failure of burglar/fire alarm systems, CCTV surveillance, garage doors, electric gates, external lighting.
- Replacement of light bulbs and fuses in plugs.
- Damage to boundary walls, hedges, fences or gates.
- Consequential loss of any kind.
- Material/labour charges covered by manufacturer/supplier/ installers.
- Loss or damage arising from circumstances known to you prior to the start date of this insurance.
- The cost of replacement parts due to natural wear and tear.
- The interruption or disconnection of utility services into your home however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks.
- Any cost relating to the attempted repair by you or your own contractor.
- Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- Any emergency in a home that has been unoccupied for more than 30 consecutive days.
- Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to your home, or the use of defective materials, or river or coastal erosion.

#### Applicable to Home Protection PLUS policies only

In addition to the 'what is not insured' on page 47, the following exclusions also apply:

- Any loss or damage arising as a consequence of:
  - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.
- If in the opinion of the authorised contractor an unacceptable risk of asbestos being present in your home, or other reasons which contravene health and safety regulations and legislation.

- Failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance with the manufacturer's guidelines.
- LPG fuelled, solid fuel fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kWh
- Ground source heat pumps, air source heat pumps, warm air systems, water heaters, electric or piped underfloor heating systems.
- Repairs or replacement of boilers that are beyond economical repair
- Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

# General conditions of your Home Protection and Home Protection PLUS policy

If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than our fair share (rateable proportion) of any claim.

This insurance does not cover normal day to day maintenance at your home that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency.

You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.

#### Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations we will ensure your home is safe and if required, we will arrange for a manufacturer to provide you with a quotation fora suitable replacement at your cost.

#### Cancellation

Your right to cancel: You have 14 days from either the purchase date of the policy or the date you receive your policy documents (whichever happens later) to cancel this policy. You can cancel by writing to Rias or calling them on 0345 234 0117. Providing there have been no claims, we will refund any premium paid. If there have been any claims, the full annual premium will be charged.

You can also cancel this policy at any other time. If no claims have been made, you will be charged in proportion to the time on cover. If there have been any claims, the full annual premium will be charged.

We and Rias have the right to cancel: We and Rias have the right to cancel this policy where there is a valid reason. Valid reasons include, but are not limited to;

- fraud, or a suspicion of fraud
- the use of threatening, abusive or intimidating behaviour or language towards staff or suppliers working for us or Rias
- failure to pay an instalment payment when due.

Seven days' notice will be issued to you, setting out the reason for cancellation. If no claims have been made, you will be charged in proportion to the time on cover. If there have been any claims, the full annual premium will be charged.

# Section 5 – Garden Secure



This section applies only if it is shown in your policy schedule/statement of fact.

#### **Policy excess**

You will pay the first £50 of all claims for every incident.

If you would like to add Garden Secure cover to your home insurance, please call Rias' Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

#### Who provides your cover

This policy is underwritten by Novae Underwriting Limited, on behalf of Syndicate 2007 at Lloyd's managed by Novae Syndicates Limited. Novae Underwriting Limited is authorised and regulated by the Financial Conduct Authority, registration number 311833. Novae Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 204888.

This can be checked on the Financial Conduct Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

#### **Claims**

We will settle your claim by replacing the items, paying you their cash value, or repairing or rebuilding them. We will decide whether to repair or rebuild.

To make a claim please call

0345 045 1328

9am to 5pm Monday to Friday

Throughout this section, your Garden Cover policy has certain words and phrases which have special meaning and these are explained below:

#### Accidental damage

Damage caused as a direct result of a single unexpected event.

#### **Family**

Your domestic partner, children, domestic staff and any other person all permanently residing with you and not paying a commercial rent.

#### Home

The private residence shown in your policy schedule/statement of fact.

#### Storm

Means a weather event which occurs in the local vicinity of your home, where winds reach a gust strength of 47 miles per hour or greater, as recorded by WeatherNet.

#### You/Your

The person or persons named in the schedule/statement of fact as the policyholder.

#### We/Us/Our

Novae Underwriting Limited, which underwrites for and on behalf of Syndicate 2007 managed by Novae Syndicates Limited.

#### What is insured

This provides extra cover for your garden, which is in addition to the cover provided on your buildings and contents insurance.

Walls, gates, fences, hedges, patios, lawns, plants and trellis, which you own and which are outside the building but within the boundaries of the home.

These are insured against loss or damage caused by:

- Theft
- Fire, lightning or explosion
- Storm or flood
- Malicious damage
- Accidental damage caused by any person other than you or your family
- Wild animals
- Television aerials, dishes and masonry falling from the building
- Branches falling from trees.

Trees and shrubs are insured against loss caused by:

Theft.

#### What is not insured

The most we will pay for all claims in the period of insurance is £750.

- Damage to or loss of:
  - Any items covered by any other insurance
  - Trees or shrubs (not caused by theft).
- Malicious damage caused by you or your family or by a person lawfully allowed to be in your home
- Damage caused by:
  - Wear, tear or depreciation
  - Domestic animals, birds or pets
  - Insects, vermin, rot, mildew, fungus or poisoning
  - Frost
  - Subsidence, landslip or heave
  - Smoke or bonfires.
- Damage from light or atmospheric or climatic conditions
- Loss or damage caused in connection with your trade, business or profession
- Property being confiscated or destroyed by any government, public or local authority
- Indirect loss of any kind this is any loss or cost that is not directly caused by the event that led to your claim
- Liability of any kind.

#### **Cancelling your Policy**

You will have 14 days from the date of purchase or receiving the policy document to cancel this policy with a full refund of premium (providing no claims have been made). In order to cancel, please telephone the Customer Services number 0345 234 0117 or write to Customer Services, Rias, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU.

You can also cancel your policy at any other time and you will receive a partial refund of premium proportionate to the unexpired period of your policy providing you have not made a claim.

We can cancel this insurance by giving you 14 days' notice in writing where there is a valid reason for doing so. Rias will send a cancellation letter to your last known address and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where Rias have been unable to collect a premium payment. In this case Rias will contact you in writing requesting payment by a specific date. If Rias do not receive payment by this date they will write to you again notifying you that payment has not been received and giving you 21 days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date Rias will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this policy to co-operate with us, or send us
  information or documentation and you fail to do so in a way that materially affects our ability to process
  a claim, or our ability to defend our interests. In this case Rias may issue a cancellation letter and will
  cancel your policy if you fail to co-operate with us or provide the required information or documentation
  by the end of the cancellation notice period;
- · Where we reasonably suspect fraud; or
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.



# Section 6 - Personal Legal Protection

This section applies only if it is shown in your policy schedule/statement of fact.

This insurance is provided for Rias customers by Arc Legal Assistance Limited. Please take the time to read the details of your policy.

This insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by Ageas Insurance Limited, on whose behalf we act.

The insurance covers advisors' costs and other costs and expenses as detailed under the separate sections of cover, up to the limit of indemnity which is £50,000 where:

- a) The insured incident takes place within the period of insurance and within the territorial limits, and
- b) The legal action takes place in the territorial limits.
- c) Where there is reasonable prospects of success (see page 56 for more information).

#### Policy excess

There is NO excess for this type of insurance.

If you would like to add Personal Legal Protection to your home insurance, please call Rias' Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

### How to make a claim on Personal Legal Protection

Phone the Legal Protection helpline on

0345 841 0018

As soon as you have a legal problem that you may require assistance with under this insurance, you should telephone the legal claims number on **0345 841 0018** and quote 'Rias Home Legal'.

Specialist solicitors are at hand to help you. If you need a solicitor or accountant to act for you and your problem is covered under this insurance, the helpline will ask you to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, they will send a claim form to you. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify us of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal claims number.

PLEASE DO NOT APPOINT A SOLICITOR BEFORE REPORTING A CLAIM AS THE COSTS WILL NOT BE COVERED.

Once your claim has been accepted, we will appoint one of our panel of solicitors, or their agents, to handle your case. Should you wish to appoint your own advisor, you can only do so once court proceedings are issued or a conflict of interest arises and you must obtain approval from us before proceeding. If you do not obtain our approval your claim will be rejected. Where we agree to your own choice of advisor you will be liable to pay any advisors' costs over and above our standard advisors' costs.

# Words with special meanings

Throughout this section, your personal legal protection policy has certain words and phrases which have special meaning and these are explained below:

Advisor	Our specialist panel of solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.
Advisors' costs	Legal and accountancy fees and costs incurred by the advisor. Third party's costs shall be covered if awarded against you.
Conflict of interest	There is a conflict of interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment.
HM Revenue and Customs full enquiry	An extensive examination by HM Revenue & Customs under section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.
Insured incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
	In a claim arising from an HM Revenue and Customs full enquiry, the insured Incident shall be deemed to be the date. HM Revenue and Customs issue a formal notice to you notifying of a full enquiry into your non-business affairs.
Insured period	This policy will run concurrently with your home insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your home insurance policy, cover will be provided from the date you bought it and will end on the expiry of your home insurance policy.
Insurance provider	Ageas Insurance Limited.
Legal action(s)	The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.
Limit of indemnity	The maximum amount payable in respect of an insured incident.
Standard advisors' costs	The level of advisors' costs that would normally be incurred in using a nominated advisor of our choice.
Territorial limits	Contract pursuit and defence, personal injury and clinical negligence sections of cover: European Union.
	All other areas of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
Unfurnished	A home with not enough furniture to be fully lived in.
Unoccupied	A home not lived in or not intended to be lived in for more than 60 days.
We/us/our	Arc Legal Assistance Ltd
You/your	The persons named on the home policy schedule/statement of fact, residing at the property being insured, together with members of the family permanently residing there.
	If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to your death.

#### What is not insured

legally responsible for.

Claims:

#### Contract pursuit and contract defence

- Advisors' costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main home.
- Advisors' costs to defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of your main home.

#### Personal injury

Advisors' costs to pursue a legal action for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation directly responsible.

# Claims:

 Arising from medical or clinical treatment, advice, assistance or care.

Where the breach of contract occurred within

the first 90 days after you first purchased this insurance or purchased similar insurance which

In respect of works undertaken or to be

undertaken by or under the order of any

government or public or local authority.

expired immediately before this insurance began.

Involving a vehicle owned by you or which you are

- For stress, psychological or emotional injury unless it arises from you suffering physical injury.
- For illness, personal injury or death which are caused gradually or are not caused by a specific event.
- Involving a vehicle owned or driven by you.

#### Clinical negligence

Advisors' costs to pursue a legal action for financial compensation for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.

#### **Employment disputes**

- Standard advisers' costs to pursue a legal action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your:-
- (a) contract of employment; or
- (b) legal rights under employment laws.

#### Claims:

 For stress, psychological or emotional injury unless it arises from you suffering physical injury.

#### Claims:

- Where the breach of contract occurred within the first 90 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- For advisors' costs of any disciplinary, investigatory or grievance procedure connected with your contract of employment or the costs associated with any settlement agreement.
- Where the breach of contract is alleged to have commenced or to have continued after termination of your employment.
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- For advisors' costs awarded by an employment or employment appeals tribunal that you are ordered or agree to pay.

#### **Property protection**

- Advisors' costs to pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home. This section does not extend to divorce or matrimonial matters.
- Advisors' costs to pursue a legal action for financial compensation for damages against a person or organisation that causes physical damage to your main home. The damage must have been caused after you first purchased this insurance.

#### Claims:

- Where the nuisance or trespass started within 90 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- This cover will not apply whilst your main home is Unoccupied or Unfurnished

#### What is insured

#### Tax investigation

Advisors' costs incurred by an accountant if you are subject to an HM Revenue and Customs full enquiry into your personal income tax position.

This cover applies only if you have:

- Maintained proper, complete, truthful and up to date records.
- b. Made all returns at the due time without having to pay any penalty.
- c. Provided all information that the HM Revenue and Customs reasonably requires.

#### Motor prosecution defence

Advisors' costs to defend a legal action in respect of a motoring offence, arising from your use of a vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of us

#### What is not insured

Claims:

- Where deliberate misstatements or omissions have been made to the authorities. In this event, you will be liable to pay all costs and fees.
- Where the Special Compliance Officer is investigating your affairs
- For accountancy fees which relate to your business trade or profession.
- In respect of income or gains which have been under-declared because of false representations or statements by you.
- For advisors' costs for any amendment after the tax return has initially been submitted to the HM Revenue and Customs.
- For advisors' costs arising after you receive a notice telling you that the enquiry has been completed.
- For enquiries into aspects of your tax return (aspect enquiries).

#### Claims:

- For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs or prescription medication where You have been advised by a medical professional not to drive.
- For advisors' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which you do not get penalty points on your licence for.

# **Additional services**

#### Total legal - additional legal services

In this policy our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time may face, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Routine conveyancing costs arising from the sale or purchase of the home and re-mortgaging.
- Divorce and child custody issues.
- Wills and probate.

To help you deal with these and other matters which may arise we are able to give you access to discounted legal services provided by us in partnership with our panel of solicitors. Our panel of solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact **0345 841 0018** for an initial telephone consultation which will be provided at no cost to

you. Please quote 'Rias Home Legal' when you make your call. Our panel of solicitors will give you a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

#### The Arc legal document service

As an addition to your legal expenses cover you have access to law assistance, an online legal document service.

This will provide you with:

- Access to a range of free legal documents.
- A step by step walkthrough to assist you in completing the documents.
- Access to a variety of additional family law documents which you can try for free before purchasing.

The service can be accessed by visiting www. arclegal.co.uk/legaldocuments where you can register your details using the voucher code: 10082

#### General exclusions that apply to Personal Legal Protection

#### 1. There is no cover where

- The insured incident began to start or had started before you bought this insurance.
- You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- An estimate of your advisors' costs of acting for you is more than the amount in dispute.
- You fail to give proper instructions to us or the adviser or fail to respond to a request for information or attendance by the adviser.
- Something you do or fail to do prejudices your position or the position of the insurance providers in connection with the legal action.
- Advisors' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.
- Your insurers repudiate the Home insurance policy or refuse indemnity.

#### 2. There is no cover for

- Advisors' costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not necessary.
- The amount of advisors' costs in excess of our standard advisors' costs where you have decided to use an advisor of your own choice.
- Claims over loss or damage where that loss or damage is covered under another insurance.
- Claims made by or against your insurance advisor, the insurance providers, the advisor or us.
- Any claim you make which is false, fraudulent or exaggerated.
- Defending legal actions arising from anything you did deliberately or recklessly.
- Appeals without the prior written consent of us.
- The costs of any legal representative other than those of the advisor prior to the issue of court proceedings or a conflict of interest arising.

- Any costs which you incur and wish to recover which you cannot substantiate with documentary evidence.
- Advisors' costs if your claim is part of a class action or will be affected by or will affect the outcome of other claims.

# 3. There is no cover for any claim directly or indirectly arising from

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- Planning law.
- Constructing buildings or altering their structure.
- Libel, slander or verbal injury.
- A dispute between you and someone you live with or have lived with.
- A lease or licence to use property or land.
- A venture for gain by you or your business partners.
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- An application for a judicial review.
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you.
- Mining or quarrying.
- Subsidence the downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves.
- Heave the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
- Landslip the sudden movement of soil on a slope or gradual creep of a slope over a period of time.

#### **Conditions**

#### 1. Cancellation

## Cancellation within 14 days of starting this policy

You have 14 days from either the purchase date of the policy or the date you receive the policy document (whichever date is later) to cancel this cover. You can cancel by writing to Rias or phoning Rias on 0345 234 0117. Providing a claim has not been made, a full refund of your premium will be provided.

#### Cancellation after the 14 days

Cancellation can take place immediately or at a later date by phoning Rias on 0345 234 0117. If no claims have been made during the insured period, Rias will refund a percentage of the premium paid in proportion to the period of insurance left unused.

We, or anyone we authorise, may cancel the insurance by giving seven days notice in writing to you at the address shown on the schedule/statement of fact, or alternative address provided by you. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of you behaving inappropriately, for example:

- Where we have a reasonable suspicion of fraud.
- You use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

#### 2. Claims

- a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the insured incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced. To report a claim you must follow the instructions under 'How to make a claim'.
- b) We shall appoint the advisor to act on your behalf.
- c) We may investigate the claim and take over and conduct the legal action in your name. Subject to your consent which must not be unreasonably withheld, we may reach a settlement of the legal action.
- d) You must supply at your own expense all of the information which we require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisors' costs in excess of our standard advisors' costs. The adviser must represent you in accordance with our standard conditions of appointment available on request.

If we cannot reach an agreement with the advisor over the terms of their appointment, the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

- e) The advisor must:
  - i.) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge.
  - ii.) Keep us fully advised of all developments and provide such information as we may require.
  - iii.) Keep us regularly advised of advisors' costs incurred.
  - iv.) Advise us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted there shall be no further cover for advisors' costs unless we agree in our absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by us.
  - vi.) Attempt recovery of costs from third parties.
  - vii.) Agree with us not to submit a bill for advisors' costs to the insurance providers until conclusion of the legal action.
- f) In the event of a dispute arising as to advisors' costs we may require you to change advisor.
- g) Insurance providers shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of
- h) You shall supply all information requested by the advisor and us.
- You are responsible for any advisors' costs if you withdraw from the legal action without our prior consent.
   Any costs already paid under this insurance will be reimbursed by you.
- You must instruct the advisor to provide us with all information that we ask for and report to us as we direct at their own cost.

#### 3. Disputes

Subject to your right to refer a complaint to the Financial Ombudsman Service (see 'How to make a claim'), any dispute between you and us may, where the parties agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

#### 4. Prospects of success

At any time we may form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. In forming this view we may consider

- a) The amount of money at stake.
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter.

- The prospects of being able to enforce a judgment.
- d) Whether your interests could be better achieved in another way.

#### 5. English law

This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

#### 6. Language

The language for contractual terms and communication will be English.

#### 7. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this act.

#### 8. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

#### 9) Fraud

In the event of fraud, we:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to you in respect of the fraudulent claim
- May cancel this policy with effect from the fraudulent act and keep all premiums paid to us
- d) Will no longer be liable to you in any regard after the fraudulent act.

#### Important words and phrases

Personal information – any information that we hold about you and any information you provide to the Insurer about anyone else.

Sensitive personal data – some Personal Information we will ask you to provide is known as sensitive personal data. This will include information relating to health issues, race, religion and any criminal convictions.

#### Protecting your personal details

Your security is important to us. Find out below how we use your personal details and what we do to keep your information safe. For the following information only, where 'we', 'us' and 'our' is used this refers to Ageas Retail Limited, the Insurer and the Product Provider.

Ageas Retail Limited and Ageas Services Limited are part of the Ageas group of companies. If you want to know more about the Ageas group of companies please see www.ageas.co.uk We will not share any of the personal information we hold about you with other companies if you have told us you do not want us to do this, unless the information is needed to help prevent fraud or we are required do to so by law.

#### **Data Protection Act**

Please read this notice carefully as it contains important information about how we use your personal information. It explains how we use all the information held about you and the other people insured under your policy.

Please note that if you give us false or inaccurate information, this could give us the right to void your insurance policy or it could impact your ability to claim.

We will use personal information (including sensitive personal data) we hold about you:

- to provide you with quotes, arrange and manage your insurance policy and provide you with the services described in your policy documents;
- · for management information purposes.
- to arrange and manage your insurance policy (including handling underwriting and claims and issuing renewal documentation to you and your insurance adviser);
- to prevent and detect crime (including fraud and anti-money laundering);

As part of this we may transfer, store or process electronic copies of your information outside the European Economic area. If we do this we will ensure that it is protected as securely as it would be under European Union law.

We may share your personal information:

- With other companies within the same group as us in order to provide you with the most appropriate products and services.
- With other insurers and business partners or agents providing services on behalf of us where this is reasonably required to help deal with your claim.
- With statutory bodies, regulatory authorities and other authorised bodies.
- If required or permitted to do so by law (e.g. if we receive a request from the police)
- to develop products, services, systems and relationships with you to record your preferences in respect of products and services

#### Preventing and detecting crime

We may use your personal information to prevent and detect crime; In order to do this, we may:

- check your personal information against databases held by us.
- share your personal information with fraud prevention agencies. Your personal information will be checked with and

recorded by a fraud prevention agency. If false or inaccurate information is provided and fraud is identified, details will be passed to the fraud prevention agencies. This information will be accessed and used by us, law enforcement agencies and other organisations to prevent fraud and money laundering, for example when: checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; and checking details of job applicants and employees. Other organisations may search the databases held by these fraud prevention agencies when you make an application to them for financial products. If such companies suspect fraud, we will share your personal information with them. The information we share may be used by those companies when making decisions about you. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies;

- share your personal information with operators of registers available to the insurance industry to check information you provide. These include the Claims and Underwriting Exchange Register (administered by Insurance Database Service Limited). We may pass information relating to your insurance policy and any incident to the operators of these registers, their agents and suppliers;
- research, collect and use data about you from publicly available sources, including social media and networking sites.

#### Dealing with others on your behalf

If you have given us express consent to deal with another person on your behalf to help you manage your insurance policy, subject to answering security questions correctly, we will deal with that other person if they call us on your behalf in connection with your policy or a claim relating to your policy. We will continue to discuss your policy or claim with your nominated person until you ask us not to.

#### Monitoring and recording:

We may record or monitor calls for training purposes, to improve the quality of its service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

#### You can:

- 1. ask for further information about how we use of your personal information;
- request details of the relevant fraud prevention agencies and/or an explanation of how the information held by such agencies may be used;
- 3. submit a complaint; and/or
- request a copy of your personal information held by us by writing to the Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Please include your name, address and insurance policy number. We may charge a fee of £10 for this.

If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible by writing to the address above.

You have the right to complain to the Information Commissioner's Office at any time if you object to the way we use your personal information. For more information please go to www.ico.org.uk.

#### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305958. You can check this on the FCA's register by visiting the website www.fca. org.uk/register or by contacting the FCA on 0800 111 6768.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales no 354568

You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768

#### **Insurance Premium Tax**

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



# Section 7 – Personal Accident cover

This section applies only if it is shown in your policy schedule/statement of fact.

This policy is provided by Ageas Insurance Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation can be found on the Financial Services register by visiting www.fca.org. uk, Firm Number 202039.

#### **Policy excess**

A policy excess of £25 applies to dental injury and to loss of or damage to personal effects.

If you would like to add our Personal Accident cover to your home insurance, please call Rias' Customer Service team on

0800 183 9261

Lines are open 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday

#### How to make a claim on your Personal Accident policy

To make a claim please call 0344 748 0103

or email personal.accident@ageas.co.uk Lines are open 9am to 5pm Monday to Friday

# Making a claim on your Personal Accident policy

Before you make a claim, please check that the circumstances are covered by this policy.

If you need to make, or become aware of an event that may lead to a claim, please contact us as soon as possible to request a claims form. You'll need to have your policy number available. Once received, please complete your claims form and return to PA Claims, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

#### **Conditions to claim**

The insured person must place themselves under the care of a medical practitioner and follow their advice. The insured person must provide us with any reports, certificates, information and evidence requested by us. At times, we may request that the insured person undergoes a medical examination at our expense. In the event of the insured persons death and a post-mortem of the body is completed, we may request a copy of the Coroner's report.

# Words with special meanings

Throughout this section, your Personal Accident policy has certain words and phrases which have special meaning and these are defined below.

Bodily injury	Physical injury (other than when directly or indirectly caused by illness or disease) caused totally by a sudden and identifiable accident event or assault and shall include exposure to the natural elements.
Burns	Full thickness burn or burns (2nd or 3rd degree) to an area greater than 10% of the insured person's total body skin surface as confirmed by a medical practitioner or expert medical practitioner.
Counselling	Recognised talking therapy treatments undertaken by a registered counsellor in the UK
Dental injury	Damage as confirmed by a practicing dentist to the insured person's sound and natural teeth and supporting structures including damage to the insured person's denture whilst being worn.
Dental treatment	Treatment carried out in accordance with the accepted and established dental practice in the UK to restore the state of the insured person's sound and natural teeth or denture on a like for like basis.
Denture	A full or partial set of artificial teeth fixed to a removable dental plate.
Expert medical practitioner	A person other than you, a member of your immediate family or an employee of yours, who is qualified as a consultant in the branch of medicine to which the bodily injury relates.
Fracture	A break of a bone in the body identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a medical practitioner or expert medical practitioner.
Hazardous activities	a. Flying (including hot-air ballooning, hang-gliding, gliding and micro-lighting) other than as a fare-paying passenger in a licensed passenger aircraft b. Equestrian activities c. Hunting or shooting d. Martial arts, boxing, wrestling or judo e. Motor sports, rallies or competitions f. Motorcycling (including motor tri-cycling and motor quadri-cycling) whether as the rider or as a passenger i. on a public highway unless the insured person is wearing a crash helmet and the rider has the appropriate licence to do so ii. not on a public highway g. Mountaineering, abseiling or rock climbing requiring the use of ropes and/or guides h. Organised team football (including American, Australian and Association football), ice hockey, hockey, lacrosse, hurling, shinty or rugby i. Parachuting, parasailing or parascending j. Pot-holing k. Professional sporting activities of any kind l. Speed boating and/or power boating in vessels capable of speeds greater than 20 knots m. Racting, canoeing or kayaking in white-water rapids o. Any form of swimming at a depth of 30 metres or more p. Any form of swimming using breathing apparatus other than a snorkel unless the insured person is a qualified diver and accompanied by a fellow diver or the insured person is unqualified but accompanied by a qualified instructor q. Water-skiing r. Winter sports s. Yachting
Hijack	The unlawful seizure or exercise of control by violence or threat of violence of the means of transportation in which you are travelling.
Hospitalised or hospitalisation	Being admitted to a hospital as a direct result of bodily injury as an inpatient in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands for medical surgical or other remedial attention treatment or diagnosis by a medical practitioner or in a continuous unconscious state.
Insured person	a. you b. your partner
Kidnap	The taking and holding by illegal force or fraud for a ransom.
Loss of hearing	Total loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an expert medical practitioner will not be recovered.
Loss of limb or limbs	The permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of an expert medical practitioner will not be recovered.

Loss of sight	The permanent and total loss of sight that will be considered as having occurred in both eyes if the insured persons name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
Loss of speech	Total loss of speech that has lasted for 52 consecutive weeks and that in the opinion of an expert medical practitioner will not be recovered
Medical practitioner	A person other than you, a member of your immediate family or an employee of yours, who is licensed to practice medicine or surgery in the country where treatment is given.
Partner	The person named in the policy schedule being your wife, husband or civil partner who permanently resides with you.
Period of insurance	The period shown in the policy schedule.
Terrorism	An act including, but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes, or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Personal effects	Clothing or personal effects belonging to an insured person (excluding documents, furs, jewellery, photographic or video equipment, money, securities, stamps or goods or samples used in connection with any business profession or trade).
Physiotherapy	The recognised treatments performed by a registered physiotherapist in the UK to improve functional movement.
Sound and natural teeth	Non restored teeth that show no sign of being pathologically compromised, or adequately and permanently restored teeth with healthy supporting structures or other permanently fixed prostheses.
We, us, our(s)	Ageas Insurance Limited.
Winter sports	Skiing of any form (including snow skiing, dry-slope skiing, cross country skiing, alpine skiing, glacier skiing, land skiing, mono-skiing, langlauf or Nordic skiing, ski-racing, ski-jumping, ski-flying, ski-bobbing, ski-acrobatics and stunting and heli-skiing), ice-skating and use of sledges, skeletons, snow boards, snow mobiles, bobsleighs, toboggans or luge.
You, your(s)	The person named in the schedule as the policyholder or, if you die or disappear, your legal representative.

#### What is covered

**We** will pay £30,000 if an **insured person** suffers **bodily injury** during the **period of insurance** that within 52 weeks of the date of the incident solely and independently of any other cause, results in the **insured persons**:

- · death
- · loss of sight in both eyes
- · loss of limb or limbs
- · loss of speech
- · loss of hearing in both ears

In the event that:

- loss of sight applies to only one eye we will pay £15,000
- loss of hearing applies to only one ear we will pay £7,500

We will also pay you for the following:

- i. If an insured person is hospitalised as a direct result of bodily injury during the period of insurance we will pay you the hospitalisation benefit of £100 for each night the insured person is hospitalised subject to a maximum in any one claim and any one period of insurance of £3,000
- ii. If an **insured person** suffers a **fracture** as a direct result of bodily injury during the **period of insurance we** will pay **you**:
  - £1,000 for the **fracture** of one or more bones in the hand, one or more bones in the arm being either the Humerus, Radius or the Ulna, an ankle, one or more bones in the leg being either the Femur, Patella, Tibia or Fibula, or the Pelvis or the fracture of one or more vertebrae, the skull, other facial bones excluding the nose, or the lower jaw.
  - £500 for the fracture of an elbow, wrist, Scapula or Clavicle, one or more bones in the foot, the coccyx or the sternum.
  - £100 for the **fracture** of any other bone including the nose. Subject to a maximum of £1,000 in total for all **fractures** arising from the same **bodily injury** event.
- iii. If an insured person suffers burns as a direct result of bodily injury during the period of insurance we will pay you £5,000
- iv. If an insured person requires physiotherapy as recommended by a medical practitioner or expert medical practitioner for the insured persons treatment and recovery following a valid claim under this policy for a fracture we will pay you up to £100 for each physiotherapy appointment subject to a maximum of five appointments.
- v. If an insured person requires counselling as recommended by a medical practitioner or expert medical practitioner following a valid claim under any of the benefits of death, loss of sight, loss of limb or limbs, loss of speech or loss of hearing we will pay you up to £100 for each counselling appointment subject to a maximum of five appointments.
- vi. If an **insured person** suffers a **dental injury** as a direct result of **bodily injury** during the **period of insurance we** will pay **you** for dental treatment up to a maximum of £250.
- vii. If an **insured person** sustains loss of or damage to **personal effects** belonging to the **insured person** damaged or lost at the same time as suffering a **bodily injury** which is the subject of a valid claim under this policy **we** will pay up to £150 for the repair or replacement of the lost or damaged **personal effects**.

If more than one benefit is payable for injuries an **insured person** sustains in a single incident that gives rise to a claim the maximum total amount **we** will pay for all benefits is £30,000.

The maximum **we** will pay under this section shall not exceed £60,000 in any one **period of Insurance**.

No amount payable under this section will bear interest

#### What is not covered

We will not pay for any **bodily injury** or any other direct or indirect loss connected to the event **you** are claiming for unless **we** specifically provide cover under this Policy directly or indirectly caused by, or contributed to, or arising from:

- a. the **insured person** participating or conspiring in any act of **terrorism** not involving the use or release or the threat thereof of any nuclear weapon or any chemical or biological agents;
- b. any act of **terrorism** which involves the use or release, or the threat thereof, of any nuclear weapon or any chemical or biological agents;
- c. the **insured person** participating or conspiring in war or any act thereof, invasion, act of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power;
- d. the **insured person** committing or attempting to commit suicide or intentional self-injury;
- e. an **insured persons** participation in active service in any armed forces the Territorial Army and other reserve services whether war be declared or not;
- f. an **insured person** undertaking any form of employment either paid or unpaid in any type of business trade or profession including any voluntary work of any kind.
- g. an insured person engaging in any hazardous activity;
- h. deliberate exposure to danger except in an attempt to save human life:
- i. an **insured person** being under the influence or effect of alcohol or drugs other than drugs taken as prescribed by a **medical practitioner**;
- j. an **insured person** committing a criminal or unlawful act;
- k. a sickness illness or disease;

I. any physical defect, infirmity or condition which existed or for which medical advice or treatment had been given prior to the time that **your** cover first commenced;

m. an **insured persons** muscular or skeletal condition or injury unless caused directly by external, sudden, violent and visible means during the **period of insurance** and not aggravated by any previous muscular or skeletal condition or injury;

- n. any **fracture** of a bone due to Osteoporosis (thinning of the bone which is out of proportion to the **insured person's** age) or bone disease diagnosed prior to the **period of insurance**
- o. an **insured person's** addiction to drugs;
- p. pregnancy or giving birth;
- q. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

We will not pay the first £25 of each and every loss for **dental** injury.

**We** will not pay the first £25 of each and every loss for loss or damage to **personal effects**.

#### Conditions that apply to Personal Accident

#### Interpretation

Any word or phrase that has been given a special meaning will have that definition wherever it appears in this section of the policy, irrespective of its font case, size and colour and whether it is printed in bold or not.

#### Change in your circumstances

You must tell us as soon as possible about any change in circumstances that increases your risk of bodily injury.

#### Assignment

Unless we agree to do so we will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with, or relating to, this section of the policy.

#### Non-payment of premiums

Where Rias have been unable to collect a premium payment they will contact you in writing requesting payment by a specific date. If Rias do not receive payment by this date they will write to you again notifying you that payment has not been received and giving you 21 days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date Rias will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place.

#### Hijack or kidnap

If during the period of insurance you are hijacked or kidnapped we will continue to cover you for up to 52 weeks from the date of hijack or kidnap or until your release whichever is earlier.

#### **Arbitration**

If any dispute arises between you and us over the amount payable it will be referred to an arbitrator jointly appointed by you and us in line with the law at the time. The decision of the arbitrator will be final and binding on both you and us and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either you or us, the arbitrator will decide who will pay the costs.

#### Language

Unless agreed otherwise, the contractual terms and conditions and other information relating to this section of the policy will be in the English Language.

#### **General policy conditions**

Personal Accident cover is otherwise subject to the general conditions and exclusions that apply to the whole policy.

#### Cancelling your policy

You will have 14 days from the date of purchase or receiving the policy document to cancel this section of the policy with a full refund of premium (providing no claims have been made). In order to cancel, please telephone the Customer Services number on 0800 183 9261 or write to Customer Services, Rias, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU.

You can also cancel your policy at any other time and you will receive a partial refund of premium proportionate to the unexpired period of your policy providing you have not made a claim.

We may cancel any cover under this section of the policy by giving you two weeks notice by recorded delivery letter to you at your last known address. Valid reasons may include but are not limited to:

- Where we suspect fraud on this or any other related policy.
- Changes to the information detailed on your statement of fact which may result in the risk no longer being acceptable to us.
- Where a misrepresentation has been made that means we longer wish to provide cover.

In this event, we will calculate the premium for the period up to the date when the cancellation takes effect and we will refund the premium paid for the un-expired period of insurance. If we cancel this section of the policy because you submitted a dishonest or fraudulent claim then we will not refund the premium.

#### **Data Protection**

Please read this notice carefully as it contains important information about our use of personal information. Personal information means any information we have about you and the other people insured under your

policy, some of which is known as "sensitive personal data". This will include information relating to health issues and criminal convictions.

We need to use sensitive and personal information to provide you with quotes, arrange and manage your policy and to provide the services described in your policy documents (including handling underwriting and dealing with claims).

We are part of the Ageas group of companies. We may share personal information with other companies in the group for any of the purposes set out in this notice. We will also use personal information to assess your insurance application. We may have to share personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies if we need to do this to manage your policy with us including settling claims, for underwriting purposes, for management information purposes, if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); and/or if you have given us permission.

We may use personal information and information about your use of our products and services to carry out research and analysis. We will only use personal information to market our products and services to you if you agree to this. We may research, collect and use data about you from publicly available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention. We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises. You are entitled to receive a copy of any personal information we hold about you.

If you would like to receive a copy, or if you would like further information on, or wish to complain about, the way that we use personal information, please write to the Data Protection Officer at Ageas Insurance Limited, giving your name, address and insurance policy number. If we change the way that we use personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible by writing to us at the address above. You have the right to complain to the Information Commissioner's Office at any time if you object to the way we use your personal information. For more information please go to www.ico.org.uk.

#### **Financial Services Compensation Scheme**

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

#### How to make a Complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please have your claim number or policy number available for us to locate you details.

If your complaint is in relation to a claim then please contact the Customer Services Advisor on 0344 748 0103 or by emailing personal.accident@ageas.co.uk. Alternatively you can write to us at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

#### We promise to:

- acknowledge your complaint within five working days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- respond to your complaint within 20 working days. If this is not possible for any reason, we will write to let you know when we will contact you again.

Calls to 0370 and 0344 numbers will cost no more than calls to 01 or 02 numbers in the UK.

If your complaint is in relation to the sale of Personal Accident or service provided by Rias, then please contact Rias Customer Relations Team on 0345 045 0059 or by email customerrelations@rias.co.uk. Alternatively you can write to the Customer Relations Manager at Deansleigh House, Deansleigh Road, Bournemouth, Dorset BH7 7DU.

#### **Financial Ombudsman Service**

You may be able to pass your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review your case. You can visit the Financial Ombudsman Service website at www.financial-ombudsman.org.uk. You can contact them on 0800 023 4567 alternatively you can write to them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

# **Section 8 – Key Protection (Optional)**



#### This section applies only if it is shown in your policy schedule/statement of fact.

This policy is provided by Rias, a trading name of Ageas Retail Limited, and underwritten by Ageas Insurance Limited.

This Key Protection policy provides insurance in the event of accidental damage to, loss or theft of your keys. We will reimburse you up to the limit of £1,500 including VAT and we will assist with the arrangements for replacing your keys and locks, opening of safes or onward transportation. Please note that damage to locks alone is not covered.

This document sets out the terms and conditions of your cover and it is important that you read it carefully especially the section entitled 'How to Make a Claim'. Please keep this document in a safe place in case you need to refer to it for any reason.

Your policy will end if:

- (a) you do not pay the premium;
- (b) your residential address is no longer in the United Kingdom;
- (c) you or we cancel the policy.

#### Looking after your keys

- Never have anything with your name and address attached to your keys.
- Never leave your keys under doormats, on a string through the letterbox, under a stone, on top of a door or window frame etc. An opportunist thief may be watching.
- Never leave vehicle keys close to the front door or where they can be seen.
- Never leave doors or windows open when you go out.

#### How to make a claim

We hope you will not suffer any misfortune that would result in you making a claim, but if you do, the following guidance may be of assistance.

- 1. Tell the police as soon as reasonably possible if you suspect theft or loss of your keys.
- 2. Please read your policy document to check that the cause of the claim is covered.
- 3. If you believe your claim to be valid then please telephone Ageas Insurance Limited on **0345 125 2434** as soon as reasonably possible.
- 4. Ageas Insurance Limited will arrange the appropriate solution and assistance for you and we will either reimburse or pay for any valid costs incurred up to the policy claim limit.

#### **Definitions**

The following terms have the meaning given below wherever they appear in this policy.

#### **Appropriate solution**

The most appropriate and cost effective course of action when assessing your claim.

#### Keys/locks

Any keys and the associated locks including vehicle (including electronic, remote and proximity keys), home and office (including security safe), garage, shed, outbuildings and gates. We will only provide a replacement key and one duplicate key for each key covered under a valid claim.

#### Period of insurance

This policy will run concurrently with your home insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your home insurance policy, cover will be provided from the date you bought this Key Protection cover and will end on the expiry date of your home insurance policy, as detailed on the applicable insurance policy schedule.

#### **Policy limit**

The total amount payable, under this policy, in respect of each insured incident and in total for all insured incidents in any period of insurance is £1,500 including VAT.

#### Reimburse(d)/Reimbursement

Where a payment has to be made by you, we will repay you up to the policy limits subject to the policy conditions.

#### **Stranded**

If you are without transport to your onward destination.

#### You/your

The person(s) named on the policy schedule and any immediate member of your family permanently residing at the same address during the period of insurance.

#### **United Kingdom**

England, Scotland, Wales, Northern Ireland including Isle of Man & the Channel Islands.

#### We/us/our

Ageas Insurance Limited and/or Ageas Retail Limited. Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568.

#### What is covered

In the event of any of the insured incidents, we will reimburse you up to the limit of £1,500 including VAT and we will assist with the arrangements for replacing your keys and locks, opening of safes or onward transportation.

#### **Insured incidents**

- 1. Theft or loss of your keys If your vehicle, home, office, garage, gate or any outbuildings including shed keys are stolen or lost anywhere in the UK, you must report this to both the police, obtaining a crime reference number or if provided a lost property number, and Ageas Insurance Limited. Following validation of your claim we will reimburse you or pay for the cost of your key or lock replacement up to the policy limit.
- 2. Broken or locked in keys If your keys are locked in your vehicle, home or office or broken in any lock denying you access to your property, you must report this event to Ageas Insurance Limited. Following validation of your claim we will reimburse you or pay for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the policy limit.
- 3. Stranded due to theft or loss of keys If you are stranded due to theft or loss of your vehicle keys and have no access to your vehicle we will pay £75.00 per day including VAT for vehicle hire, for up to 3 days. As an alternative, public transport or taxi fares may be reimbursed.

#### **Claims conditions**

- 1. For an insured incident, we will find an appropriate solution for you or we will reimburse your incurred costs, up to the policy limit. We will only provide one replacement key and one duplicate key for each key covered under a valid claim.
- 2. All lost or stolen keys or keys locked in your vehicle, home or office or broken in a lock must be reported to Ageas Insurance Limited on 0345 125 2434 as soon as possible. Lines are open 24 hours 7 days a week 365 days of the year.
- 3. The police must be notified of all lost and stolen keys and a crime reference or lost property number obtained in order to proceed with the claim.
- 4. Following validation of your claim we will either find an appropriate solution for you or we will reimburse your incurred costs, up to the policy limit. For any claims requiring reimbursement you must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to us as soon as possible after notifying Ageas Insurance Limited.
- 5. Claims for reimbursement of public transport or taxi fares will be assessed individually. All receipts and tickets for you and your passengers must be retained as proof of your claim.
- 6. If any incident that leads to a valid claim is covered under any other insurance policy, we will only pay our share of the claim.

#### What we will not cover

- 1. All costs incurred where you have not notified Ageas Insurance Limited within a reasonable time of the incident.
- 2. Any claim for theft or loss of keys that is not reported to the police within a reasonable time of the incident and a crime reference or lost property number obtained.
- 3. Any claims for public transport or taxi fares with no valid receipts or tickets.
- 4. Any claim for replacing locks when only parts need changing.
- 5. Any claim for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything that happens gradually.
- 6. Any claim for damage to locks alone where there is no associated damage to the keys.
- 7. Any claim for loss or damage caused by any act of war, invasion or revolution.
- 8. Locks that are damaged prior to the loss or theft of keys.
- 9. Replacement locks or keys of a higher standard or specification than those replaced.
- 10. Charges or costs incurred where Ageas Insurance Limited arranges for the attendance of a contractor at a particular location and you fail to attend.
- 11. Charges or costs incurred where you make alternative arrangements with a third party once Ageas Insurance Limited has arranged for a contractor to attend a particular location unless otherwise agreed by us.

#### **Geographical limits**

This policy will only take effect for keys linked to property that is within the boundaries of the United Kingdom.

#### Cancellation

You can cancel your policy within 14 days of the purchase date of your policy or the date you receive the policy documents (whichever is the later) by phoning 0345 045 1325. You are entitled to a full refund provided you have not made a claim. There is no refund in premium if your cover is cancelled after 14 days.

We may cancel this policy by giving you at least 14 days written notice at your last known address. Valid reasons may include but are not limited to:

- 1. Fraud
- 2. Non Payment of premium
- 3. Threatening and abusive behaviour
- 4. Non-compliance with policy terms and conditions
- 5. You or we cancel your underlying home insurance policy

This policy runs concurrently with your home insurance policy. If your home insurance policy is cancelled for any reason this policy will also be cancelled.

#### The Law that applies to this policy

This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

#### The language that applies to this policy

The contractual terms and conditions and other information relating to this contract will be in the English language.

#### What to do if you have a complaint

If you are unhappy with the service that has been provided, you should contact us. We will try to resolve your complaint by the end of the third business day and send you our summary resolution letter. If we are unable to do this, we will write to you within five working days to let you know what we are doing to resolve your complaint and let you know who is dealing with the matter. Within eight weeks of us receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with either our summary resolution or final response letter, or if we have not issued our final response within eight weeks from you first raising the complaint.

If your complaint is about the way your policy was sold to you, contact us at:

**Customer Relations Manager** 

Rias

Deansleigh House

Deansleigh Road

Bournemouth

Dorset

BH7 7DU

Email: customerrelations@rias.co.uk

Telephone: 0345 045 1325

If your complaint is in respect of the claims service, contact us at:

Ageas Insurance Limited

Ageas House

Hampshire Corporate Park

Eastleigh

Hampshire

SO53 3YA

Web: www.ageas.co.uk/complaints

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

Financial Ombudsman Service

**Exchange Tower** 

London

E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Referral to the Financial Ombudsman Service is free of charge, but you must do so within 6 months of the date of the resolution letter.

If you do not refer your complaint within six months of our final response to you, the ombudsman will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if you believe that the delay was as a result of exceptional circumstances.

#### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100.

# Section 9 - Additional Helplines



In addition to your home insurance, Rias has arranged the following helpline services for you, providing free advice to all Rias home insurance customers.

When you call, please confirm that you are a Rias home insurance customer.

#### Services available

#### European legal and tax advice

- Confidential legal advice over the phone on any private legal problem of concern to you or any member of your household.
- Confidential advice on a UK personal tax problem concerning you or any member of your household.

To use these services, please call

0345 841 0018

Lines are open 24 hours a day, 7 days a week

Please quote Rias home legal

#### **Identity Theft**

FREE advice available to all policyholders. This service is provided by Intana.

#### What is identity theft?

Your identity and personal information are of value to criminals. They can take and use your personal details to open bank accounts, apply for credit cards, loans, state benefits, mortgages, passports and driving licences – all in your name. If your identity has been stolen, you may have difficulty accessing your own bank account and have to spend days sorting out finances and documents until the matter is resolved.

Identity theft is one of the UK's fastest growing types of crime with more than 100,000 people affected in the UK each year.

Rias has introduced a **FREE** service to help customers who become the victims of identity theft. Having chosen Rias for your home insurance policy, you automatically benefit from this extra assistance whilst your policy is in force.

#### Tell-tale signs of identity theft

- Bank statements or correspondence that does not arrive, or if you are receiving no post at all
- Bills, invoices or receipts addressed to you for goods and services you know that you haven't requested
- A refusal of an application for a credit card, mortgage or loan, despite having a good credit history

If you think you're a victim of ID theft, please call our helpline on

01444 442 343

Lines are open 9am – 5pm Monday to Friday

- Letters from solicitors or debt collectors for debts that aren't yours
- If you lose or have your passport or driving licence stolen, you may become a target.

# Ways to reduce the risk of becoming a victim of identity theft

Prevention is always better than cure. By taking the following simple precautions, you can reduce your risk of identity theft significantly:

#### Keep documents safe and secure

- Use a lockable drawer or cabinet at home
- Consider storing valuable financial documents with your bank
- Carry the minimum number of documents with you and never leave them in your car.

# Report lost or stolen personal documents immediately

 Your passport and driving licence are key proofs of your identity – and a criminal can use them.

#### Don't throw it away - shred it

Destroy or shred any unwanted documents such as bills, receipts, credit or debit card slips, bank statements or even unwanted post in your name.

# Look out for unusual activity on your bank or building society accounts

Check your statements as soon as they arrive.

#### Check contacts are genuine

 Never reveal your personal account details by post, email or by phone without fully checking the contact.

#### Use the internet wisely

- Only buy online at reputable sites
- Be careful which sites you enter your personal details or card details on. Always ensure you are connected to a https: secure site.

#### Keep passwords secure

- Always remember that your bank will never ask you for a personal identification number (PIN) or for a whole security number or password.
- NEVER provide this information, regardless of how authentic the communication you receive seems to be. Criminals regularly try to obtain this information using emails that may look like they come from your bank this is called 'phishing'.

#### Moving house

When moving house, subscribe to the Royal Mail redirection service for at least a year.

#### Free advice available to all policyholders.

#### Sorting things out if you suspect you are a victim of identity theft

# Actions you need to take IMMEDIATELY 1. Report the matter to your local police and ask for a crime reference number 2. Call 01444 442 343

By taking prompt action, you can ensure that you should not be liable for any financial losses caused by criminal activity that uses your identity.

 If someone has fraudulently opened accounts, credit agreements or mobile phone contracts in your name, you should contact the company concerned immediately.

# How our ID theft assistance service will help you get things sorted out

If you do become a victim of identity theft, assistance is at hand to help you sort things out by:

#### 1. Providing you with your own case manager

As soon as you call, your own dedicated expert will be assigned to you and will help you establish whether or not your identity has been stolen and provide you with practical help and advice.

#### 2. Putting in a request for your credit files

Your ID theft case manager will work with all three credit agencies (Experian, Equifax and CallCredit) to establish a complete overview of your personal credit history. They will then create and despatch the relevant documents and explanatory notes to you, so you can complete the process of clearing your name.

Please note – credit agencies charge £2 for each credit report.

# 3. Undertaking identity recovery and CIFAS protection

If your credit report does identify any credit agreements that you did not take out yourself, your case manager will work with you to correct and amend your credit file. If appropriate, protection registration with CIFAS (the UK's fraud prevention service) will be arranged, to help you prevent future ID theft.

#### 4. Providing you with proof of identity

If a bank or any other company involved in the crime has any doubts that you were a victim of identity theft, they may require more proof. In this situation, your case manager will help by putting together all the evidence for you. This will include proof of identity and documentation that fully clears your name.

# Section 10 – How to make a complaint

#### This section applies to ALL forms of insurance mentioned in this policy

Rias strives to provide the highest standard of service to you at all times. However, Rias recognises that things can go wrong occasionally and, when this happens, we are committed to sorting things out quickly.

#### If your complaint concerns our service at Rias

If you wish to make a complaint about the service provided by Rias (including information or documentation issued to you), please contact them as

■ In writing, quoting your reference number, to: Customer Relations Manager Deansleigh House, Deansleigh Road, Bournemouth, Dorset BH7 7DU

By phone: 0345 045 0059

By email: customerrelations@rias.co.uk

Rias will try to resolve your complaint within three working days and issue you a summary resolution letter. If they are unable to resolve your complaint, they will be in contact with you within five working days of receiving your complaint to advise what they are doing to resolve the problem and the timeframe by which you can expect a final response.

#### If your complaint cannot be resolved

If you are not satisfied with either the summary resolution or final response from Rias, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

#### In writing:

Financial Ombudsman Service **Exchange Tower** London E14 9SR

Tel: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

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

#### If your complaint concerns the service provided by your insurer

If your complaint is about the service provided by your insurer (including complaints about service or the amount offered in settlement of a claim), you should take the following action depending on who you are insured with:

#### For Home Insurance contact –

Ageas Insurance Limited. Their contact details can be found on your policy schedule/statement of fact or on the front, inside page of this policy booklet

#### For Legal Protection contact –

Arc Legal Assistance Limited, PO Box 8921, Colchester CO4 5YD. You can also telephone them on 01206 615000.

#### For Home Protection cover contact –

Claims Relationship Manager, Property Team, Inter-Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. You can also telephone them on 01737 815913.

#### For Garden Secure contact -

**Customer Relations Team** PO Box 1193 Doncaster DN1 9PW Or telephone 0345 045 1328

Alternatively you can contact the Policyholder and Market Assistance Team at Lloyd's, whose contact details are as follows:

Policyholder & Market Assistance Lloyd's One Lime Street London EC3M 7HA Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com

#### For Personal Accident cover contact -

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templers Way, Eastleigh, Hampshire SO53 3YA Telephone: 0344 748 0103

Email: personal.accident@ageas.co.uk

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's or any of the above insurers have considered your complaint, you have the right to refer your complaint to the Financial Ombudsman Service at the address shown to the left.

These procedures do not affect your right to take legal action.

#### Financial Services Compensation Scheme (FSCS)

Rias and Ageas are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or by writing to the FSCS at 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

# If you require this booket in another format please call **0800 183 9261**.

Ageas Insurance Limited, the underwriter of your home policy, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

For further information please visit our website: www.rias.co.uk

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