# Sit back, relax.

**Home insurance policy booklet**
including optional cover.

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.

**Your policy number:** _____

### 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 - 6pm 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

**Alternatively, to log your claim online please visit rias.co.uk/existing-customers/make-a-claim/home-claims/**

### Home Protection cover

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

OPTIONAL COVER

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

### Personal Legal Protection

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

OPTIONAL COVER

**0345 841 0018**
9am - 5.30pm 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**

**0114 262 5041**
9am – 5pm Monday to Friday

# Thank you!

Thank you for choosing home insurance through Rias. 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.
- **Personal Legal Protection** – providing you with up to £50,000 to pursue personal injury claims, employment and contract disputes, clinical negligence and more.

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 6pm Monday to Friday and 8.30am to 4pm Saturday

For further information please visit our website:

**www.rias.co.uk**

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# 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.

## How to make a claim

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

**0345 122 3281**

**24 hours a day , 7 days a week**

Alternatively, to log your claim online please visit rias.co.uk/existing-customers/make-a-claim/home-claims/

### 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. 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 and Home Protection cover.

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

- Personal Legal Protection
- Home 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 18, 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:<br>■ Any building which is not on a permanent foundation or base<br>■ Tree houses<br>■ Inflatable buildings (whether over swimming pools or not) or<br>■ 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 or more |
|---|---|---|---|---|
| Max. claim | 20% of the total contents sum insured limit | | | 30% of the total 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 £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. |
| **Pedal cycle** | Any pedal cycle (including electrically assisted pedal cycles that are not legally required to be registered, taxed or insured and cannot be propelled by the motor when travelling at more than 15.5mph). |
| **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.<br><br>The insurance will not be valid if:<br><br>■ Any information you provided was not true and accurate and/or<br><br>■ You or your family do not keep to the conditions of the policy.<br><br>If the insurance is not valid, you cannot make a claim.<br><br>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 listed on page 9 that could affect this insurance. 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.<br><br>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.**<br><br>Any changes made to your policy may result in a change to your premium and/or excess and there may be an administration charge.<br><br>You can make changes online 24/7 at my.Rias.co.uk free of any administration charge. |
| **Charges** | Refer to your Terms of Business Agreement for full details of our charges. |
| **Cancelling the policy** | ***General Conditions***<br><br>■ Cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.<br><br>■ Cancelling any direct debit instruction does not mean you have cancelled the policy.<br><br>■ There will be a charge applied when the policy is cancelled. For full details of all charges please refer to the Terms of Business Agreement.<br><br>***Within the first 14 days***<br><br>■ You have 14 days from either the purchase date of the policy or the date you receive the policy documents whichever is later, to telephone or write to Rias at the address shown below if you want to cancel your policy. This is known as the cooling-off period.<br><br>Rias<br>First Floor<br>Everdene House<br>Deansleigh Road<br>Bournemouth<br>Dorset<br>BH7 7DU<br><br>Tel: 0800 183 9261 |

- If the cover has not yet started, Rias will refund any premium paid.
- If cover has started and as long as you have not made a claim and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, you will be charged a proportion of your premium to reflect the time you were covered under your policy.
- If any claim has been made or anyone who may be entitled to cover under the policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

***After the 14 day period***

- You can cancel your policy any time after the cooling-off period by telephoning or writing to Rias at the address shown below.

  Rias
  First Floor
  Everdene House
  Deansleigh Road
  Bournemouth
  Dorset
  BH7 7DU

  Tel: 0800 183 9261

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

***Our right to cancel your policy***

We and Rias have the right to cancel this policy at any time by sending you seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below;

- Changes to the information detailed on your proposal, policy schedule or statement of fact which result in the risk of providing cover to you no longer being acceptable to us or Rias.
- Where the circumstances of a new claim, or an incident we or Rias have become aware of means that we or Rias no longer wish to provide cover.
- Where you, a person acting on your behalf, or any person named on the policy uses threatening, intimidating or abusive behaviour or language towards our or Rias' staff, suppliers or agents acting on our or Rias' behalf.
- Where any person claiming cover under this policy fails to provide us or Rias with any reasonable information or documents we or Rias ask for. (Notice will be sent to you allowing you an opportunity to rectify the situation by providing us or Rias with the information or documents).
- Where Rias is unable to collect a premium payment due to insufficient funds in the account you have nominated to pay from. (Notice will be sent to you allowing you an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made).

- Where Rias is unable to collect a premium payment due to a Direct Debit Instruction being cancelled. (Notice will be sent to you allowing you an opportunity to rectify the situation by paying the full outstanding premium).

As long as you have not made a claim and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

**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 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 also let the Police know, who may choose to bring charges against you that could ultimately result in a prosecution.

**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.

# Your information and what we do with it – Putting your mind at rest

**Please be aware that all references to 'us', 'we' and 'our' in the following section (Your information and what we do with it) only, refer to both RIAS and your insurer Ageas Insurance Limited:**

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Policy, please go to www.rias.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

**Collecting your information**

**We collect a variety of information about you, such as:**

- your name, address, contact details and date of birth
- information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions
- your claims and credit history
- any criminal offences
- financial details, such as bank account and card details.
- information about your use of our website such as your IP address which is a unique number identifying your computer
- special categories of personal information (previously known as 'sensitive personal information'), such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

**We also use a number of different sources to collect this information from, including:**

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

**Using your information**

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. These uses include:

- providing you with services relating to an insurance quotation or policy, for example
  - assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records
  - managing your insurance policy including claims handling and issuing policy documentation to you.

  Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.
- where we believe we have a justifiable reason to do so, such as
  - keeping information about your current and past policies
  - preventing and detecting fraud, financial crime and anti-money laundering
  - carrying out processes such as statistical, trend and market research in relation to our products and/or services, as well as analysis and modelling which may include computerised processes that profile you
  - providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them
  - recording and monitoring calls for training purposes
  - contacting you if you fail to complete an online quotation to see if we can offer you any help with this.
- Please note that if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

| | |
|---|---|
| **How we contact you about our products and services** | We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising, unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.<br><br>We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.<br><br>Should you no longer want us to contact you about our other products and services, just let us know by either:<br><br>■ writing to our Data Protection Officer at the address on the previous page or<br>■ calling us – 0345 234 0117 |
| **Use of your personal information when using our websites and email communications** | When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our websites. |
| **Sharing your information** | We share your information with a number of different organisations such as:<br>■ other companies or brands within the Ageas group<br>■ other insurers, business partners, agents or carefully selected third parties who either provide a service to us or on our behalf or where we provide services in partnership with them<br>■ organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law<br>■ fraud prevention and credit reference agencies<br>■ third parties we use to recover money you may owe us or to whom we may sell your debt<br>■ other companies when we are trialling their products and services which we consider may improve our services to you or our business processes<br><br>Unless required to by law, we would never share your personal data without the appropriate and necessary care and safeguards being in place. |
| **Keeping your information** | We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal, regulatory, tax and accounting obligations. We also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please see our full Privacy Policy on our website for more details. |
| **Use and storage of your information overseas** | Your information may be transferred to, stored and processed outside of the United Kingdom (UK). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the UK unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information. |
| **Dealing with others acting on your behalf** | We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy. |
| **Your rights** | You have a number of rights in relation to the information we hold about you, including:<br>■ asking for access to and a copy of your personal information<br>■ asking us to correct, delete or restrict the use of your personal information<br>■ asking us to move, copy or transfer your personal information to a third party (known as 'data portability')<br>■ objecting to the use of your personal information or to an automated decision including profiling<br>■ withdrawing any previously provided permission for us to use your personal information<br>■ complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.<br>Please note that there are times when we will not be able to delete your personal information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons. |

# 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.

# 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:<br>■ To keep your home in a good state of repair and<br>■ 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.<br>These security protections must be maintained in full working order, used at night and when there is no one in your home.<br>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.<br>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.<br>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.<br>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.** |
| **Buildings section** | 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. |

# 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 | What is not insured |
|---|---|
| Your buildings are covered for loss or damage caused by: | ■ Scorching, singeing or melting without a fire starting (i.e. no flame, no claim) |
| **Fire, smoke, explosion, lightning or earthquake** | ***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.*<br>■ Damage by any gradual cause. |
| **Riot, civil commotion and labour or political disturbances and strikes** | ■ Loss or damage not reported to the police within 7 days. |
| **Malicious damage** | ■ Malicious damage caused:<br>– By you or your family<br>– By a person lawfully allowed to be in your home<br>– When your home is unoccupied (for 60 days or more in a row) or unfurnished. |
| **The buildings being hit** by:<br>– Aircraft or other flying devices, or anything dropped from them<br>– Vehicles or trains<br>– Falling aerials or masts<br>– Falling trees or branches<br>– Animals<br>– Fireworks<br>– Satellite dishes<br>– Lamp posts<br>– Telegraph poles | ■ Damage caused by:<br>– Domestic animals, birds or pets<br>– Cutting down all or part of a tree.<br>■ 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<br>■ Damage to hedges. |

Continued overleaf...

| What is insured | What is not insured |
|---|---|
| **Storm**<br>Strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24 hour period and hailstones are extreme if they exceed 20mm in diameter.<br>**Flood**<br>Water that comes suddenly into your buildings from outside, and which enters at the ground floor or below. | ■ Damage caused by:<br>– Wear, tear or deterioration<br>– Frost (where the air temperature is below freezing)<br>– Subsidence, ground heave or landslip (such damage is covered separately)<br>– Weight of snow.<br>■ 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.**<br>■ Damage caused to:<br>– The buildings or their foundations by the materials from which they are built shrinking or expanding<br>– The buildings or their foundations by settlement, unless the settlement is caused by subsidence of the site on which the buildings stand<br>– 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<br>– 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.<br>■ Damage caused by:<br>– Coastal or river erosion<br>– Faulty design or construction of foundations<br>– Demolition of or structural alteration or repairs to the buildings<br>– Faulty workmanship or faulty materials.<br>■ Any loss or damage where compensation is provided under another contract or by law<br>■ Damage which started before this policy came into force<br>■ Loss of market value after repairs. |
| **Water leakage**<br>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.<br>**Trace & access**<br>Providing your buildings have been damaged by the water leakage, 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**<br>■ The damage when your home is unoccupied (for 60 days or more in a row) or unfurnished<br>■ Repairs to the pipework or other parts of the water or heating system<br>■ Damage by any gradual cause<br>■ Costs we have not agreed to<br>■ We won't pay for any costs associated with finding the water leakage, unless the buildings have been damaged by the leaking water<br>■ Damage caused by your power supply being cut off by the supply authority (as a results of non payment of bills)<br>■ Damage caused by something you or your family do deliberately. |

| What is insured | What is not insured |
|---|---|
| **Theft or attempted theft**<br>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. | ■ Theft or attempted theft:<br>– By you or any member of your family, lodgers or paying guests<br>– When your home is unoccupied (for 60 days or more in a row) or unfurnished. |
| **Oil leakage**<br>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.<br>**Trace & access**<br>Providing your buildings have been damaged by the oil leakage, 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. | ■ Damage by any gradual cause<br>■ Repairs to the pipework or other parts of the heating system<br>■ Costs we have not agreed to<br>■ We won't pay for any costs associated with finding the oil leakage, unless the buildings have been damaged by the leaking oil<br>■ The damage when your home is unoccupied (for 60 days or more in a row) or unfurnished. |
| **EXTRA BENEFITS** | |
| **Rebuilding or repairing buildings damage**<br>Necessary and reasonable expenses for rebuilding or repairing the buildings as a result of damage insured under this section including the following:<br>– Architects, surveyors and legal fees<br>– The cost of clearing debris from the site, clearing drains and demolishing or shoring up the buildings<br>– 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<br>■ Any amount above the maximum claim limit under this section<br>■ 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**<br>The cost of repairing:<br>– 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<br>– 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.<br>***Please note** – items which are not 'fixed' may be covered under your contents insurance* | ■ The cost of replacing undamaged items<br>■ Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section<br>■ Natural failure, wear and tear of drains<br>■ Damage caused by scratching or denting<br>■ 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<br>■ 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...

| What is insured | What is not insured |
|---|---|
| **Rent**<br>■ Rent you would have received or are responsible for paying while the buildings cannot be lived in because of damage insured by this section<br>■ 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. | ■ **The most we will pay in any one period of insurance is £100,000**. |
| **Protection against squatters**<br>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. | ■ Legal costs for removing the squatters while your home or any part of it is:<br>– Lent, let or sublet to or occupied by someone who is not a member of your family; or<br>– Unoccupied or unfurnished<br>– Costs we have not agreed to in writing<br>■ **The most we will pay in any one period of insurance is £10,000.** |
| **Cover when you are selling your home**<br>If you have exchanged contracts to sell your home, your **buyer** will benefit from the insurance under this section until the sale is completed. | ■ Loss or damage if the buyer has insurance cover elsewhere. |
| **Protection against damage caused by emergency services**<br>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**<br>If you move to another home, your original home will be covered while you are offering it for sale.<br>It will be covered free of charge and for a period of up to 90 days after you move.<br>If your original home is unoccupied (for 60 days or more in a row), you must do the following:<br>– Tell Rias that the buildings are unoccupied<br>– 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)<br>– Arrange for the inside of the buildings to be checked at least once a week<br>– 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. | **If you are not sure how moving home affects your buildings insurance, please call the Rias Customer Service team on 0800 183 9261.**<br>**Lines are open 8.30am – 6pm Monday to Friday and 8.30am – 4pm Saturday.** |
| **Replacement locks and keys**<br>We will pay the cost of replacing and installing locks on outside doors if:<br>– Your keys are lost outside the home or are stolen; or<br>– They are damaged inside the home by an event insured under this section.<br>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 for any one incident is £1,000.** |

## Accidental damage extension

**OPTIONAL COVER**

**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 – 6pm Monday to Friday and 8.30am – 4pm Saturday

| What is insured | What is not 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:**<br>**– You**<br>**– Your family**<br>**– External means.** | The most we will pay is the maximum claim limit under the buildings section.<br>■ Anything listed as not covered under the 'buildings insurance' section of your policy<br>■ Any risk already covered under the main buildings section<br>■ Damage caused by:<br>– Insects, moths, vermin, parasites, wet rot, dry rot, fungus, atmospheric conditions (such as dampness or dryness), light or other gradual cause<br>– Altering, dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the building<br>– The effects of chemicals<br>– Domestic animals, birds or pets.<br>■ Electrical or mechanical breakdown<br>■ 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. 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 | What is not insured |
|---|---|
| Your and your family's contents are covered when they are:<br>– In the home<br>– Outside but within the boundary of the home<br>– In a building within the boundary of the home with an open front or side, such as a carport.<br>***Please note** – refer to the 'words with special meanings' section for a definition of home.* | ■ Damage from wear, tear and deterioration<br>■ Interior decorations<br>■ Anything insured under another policy or more specifically, insured elsewhere in this policy<br>■ Any aircraft, boat, caravan, motor vehicle (including motorbikes and mechanically-powered vehicles) or trailer, or any accessories or contents in them or attached to them<br>■ Animals (including domestic pets)<br>■ Growing trees, shrubs or plants<br>■ High-risk items or personal belongings removed from the home unless specified within your schedule/statement of fact<br>■ 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 when temporarily away from home**<br>– This covers contents anywhere else in the European area when temporarily away from home. | ■ Contents which are not in your temporary accommodation<br>***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.* |

| What is insured | What is not insured |
|---|---|
| **Contents when temporarily away** *continued*<br>– 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. | ■ Any item taken out of your home to:<br>– Sell<br>– Exhibit<br>– Be kept in a furniture depository – this is a commercial warehouse which protects the items stored from theft, damage or weather conditions. |
| **Contents at University**<br>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.<br>However, for theft of your contents (excluding money), the theft must be from:<br>– Any bank or safe deposit, or while you or any member of your family are studying at or living in temporarily; or<br>– Any other building if there are visible signs that force or violent means were used to get into or out of the building.<br>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 most we will pay for any one incident is £5,000<br>■ Theft/attempted theft is restricted to forced or violent entry only.<br>■ Loss or damage:<br>- Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging;<br>- Caused by storm, flood or malicious damage to items not in a building;<br>- To any item taken out of your home to sell, display or exhibit;<br>- During removals; or<br>- When your contents are in a caravan, mobile home or motor home;<br>- Whilst outside of university term time<br>***Please note*** - All contents must be brought home during the holidays, room door must have it's own lock. |
| The contents are covered by loss or damage caused by any of the following:<br>**Fire or smoke, explosion, lightning or earthquake**<br>• Resulting in loss or damage to contents | ■ Scorching, singeing or melting, where a fire has not started (i.e. no flame, no claim)<br>■ Loss or damage caused gradually.<br>***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.* |
| **Riot, civil commotion and labour or political disturbances**<br>• In the United Kingdom and the Isle of Man<br>• Resulting in loss of or damage to contents | ■ Losses not reported to the police within seven days. |
| **Malicious damage**<br>• In the United Kingdom and the Isle of Man | Malicious damage caused:<br>– By you or your family<br>– By a person lawfully allowed to be in your home or<br>– When your home is unoccupied (not lived in for more than 60 consecutive days or more) or unfurnished. |
| **Your home being hit**<br>by:<br>– Aircraft or other flying devices, or anything dropped from them<br>– Vehicles or trains<br>– Falling aerials or masts | ■ Damage caused by domestic animals, birds or pets<br>■ 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...

| What is insured | What is not insured |
|---|---|
| – Falling trees or branches<br>– Animals<br>– Fireworks<br>– Satelite dishes<br>– Lamp posts<br>– Telegraph poles. | ***Please note** – if you have buildings insurance and your building is damaged, this cost may be covered under that section of your policy.* |
| **Storm**<br>Strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24 hour period and hailstones are extreme if they exceed 20mm in diameter.<br>**Flood**<br>Water that comes suddenly into your buildings from outside, and which enters at the ground floor or below. | ■ Storm or flood damage to property away from your home and not in a building<br>■ Damage during renovation<br>■ Weight of snow. |
| **Subsidence, ground heave or landslip**<br>Subsidence or ground heave of the site your home stands on, or landslip.<br>***Please note** – if you have buildings insurance, your buildings will be insured for this.* | ■ Any exclusions on subsidence, ground heave and landslip listed under buildings insurance. |
| **Water leakage**<br>Water leaking from any fixed domestic water or heating system, washing machine, dishwasher, water bed, fish tank, refrigerator or deep freeze cabinet | ■ **The first £250 of every incident**<br>■ Damage caused gradually<br>■ 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<br>■ 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<br>■ Damage when the main part of your home is unoccupied (for 60 days or more in a row) or unfurnished<br>■ Damage caused by your power supply being cut off by the supply authority. (as a result of non payment of bills)<br>■ Damage caused by something you or your family do deliberately. |
| **Theft or attempted theft**<br>Your contents are covered for theft or attempted theft from your home.<br>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.<br>All other property is covered away from your home only if stolen:<br>– From a home or building you or your family are working or living in temporarily<br>– From any other building if force was used to get in or out<br>– 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. | Theft or attempted theft:<br>– By deception, unless entry only is gained by deception<br>– By you or any member of your family<br>– When your home is unoccupied (for 60 days or more in a row) or unfurnished, or<br>– 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<br>– All other property in a bank or safe deposit, unless specified in the policy schedule/statement of fact<br>– Any amount over £500 for theft of money. |

| What is insured | What is not insured |
|---|---|
| **Damage caused by oil leaking**<br>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. | ■ Any loss or damage that happens gradually over a period of time<br>■ 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. |
| **Accidental damage to electrical equipment**<br>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.<br>***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.* | ■ Damage to records, compact discs, computer disks, cassettes or tapes<br>■ Damage caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item<br>■ Damage caused by wear and tear or deterioration<br>■ Electrical or mechanical breakdown<br>■ Damage from light or atmospheric or climatic conditions.<br>■ Damage caused by scratching or denting. |
| **Accidental breakage in your home**<br>Accidental breakage, in your home, of:<br>– Fixed glass in furniture (but not glass in pictures or clocks)<br>– Glass shelves<br>– Glass tops to furniture<br>– Fixed glass in mirrors<br>– Ceramic hobs and ceramic tops to cookers.<br>***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**<br>Accidental loss of metered water or oil in domestic heating systems. | ■ **The first £250 will apply for any escape of water claims**<br>■ The most we will pay for any escape of oil claims is £2,000<br>■ The most we will pay for any escape of water claims is £1,000<br>■ Any loss or damage that happens gradually over a period of time. |
| **Refrigerated and frozen food**<br>Damage to food in any refrigerator or deep freezer caused by:<br>– A rise or fall in temperature or<br>– Contamination by refrigerant or refrigerant fumes. | ■ The most we will pay is £1,000<br>■ Damage caused by your power supply being cut off by the supply authority (as a result of nonpayment of bills, for example)<br>■ Damage caused by a strike, lock-out or an industrial dispute<br>■ Damage caused by something you or your family do deliberately<br>■ Food beyond the date it can be safely eaten. |
| **High-risk items**<br>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. | ■ 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<br>■ 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 |

| What is insured | What is not insured |
|---|---|
| **Maximum claim for high risk items**<br>1 2 3: 20% of the total contents sum insured limit<br>4 or more: 30% of the total contents sum insured limit | ■ The most we will pay for any one claim for **business equipment** is £5,000.<br>***Please note** – For a definition of business equipment, please see the 'words with special meanings' section on page 10 of this policy booklet.* |
| **Money and credit cards**<br>Loss or damage. | ■ The most we will pay for any one claim is £500. |
| **Deeds and documents**<br>Loss of or damage to deeds and documents | ■ The most we will pay for any one claim is £2,500<br>■ Documents used or held for business, trade, profession or employment purposes. |
| **Property in the open air**<br>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. | ■ The most we will pay for any one claim is £2,000<br>- Loss or damage to plants and trees.<br>- Loss or damage to high risk items or money.<br>- Loss or damage to business equipment.<br>- Loss or damage to pedal cycles. |
| **Contents of outbuildings**<br>As standard, we will provide £5,000 of contents cover for outbuildings.<br>If you require more, please contact the Rias Customer Services team, as special terms may apply. | ■ Any claims over £5,000 unless specified on your policy<br>■ Any claim for the contents within a building that is not on a permanent base<br>■ Business equipment, unless agreed with us. |

## EXTRA BENEFITS

| | |
|---|---|
| **Alternative accommodation**<br>If you cannot live in your home because of damage insured under this section:<br>– 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<br>– If you are a tenant, they will also pay any rent that you have to pay while you are not living in your home. | ■ Any amount over 20% of the maximum claim limit within any one period of insurance.<br>***For example**, if you have contents insurance of £50,000 then the maximum you could claim for alternative accommodation would be £10,000.* |
| **Jury Service**<br>We will pay up to £25 per day for loss of earnings and other expenses if you have to attend jury service. | ■ The most we will pay for any one claim is £1,000<br>■ Any amount that you can claim back elsewhere. |
| **Replacement locks and keys**<br>We will pay the cost of replacing and installing locks on outside doors if:<br>– Your keys are lost outside the home or are stolen; or<br>– They are damaged inside the home by an event insured under this section.<br>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 period of insurance is £1,000. |

| What is insured | What is not insured |
|---|---|
| **Shopping In transit**<br>Loss of or damage to food and other items while you are bringing them to your home from the shop where you bought them. | ■ The most we will pay for any one incident is £500<br>■ Loss or damage caused by theft, attempted theft from an unattended vehicle or where a motor vehicle is stolen unless: -<br>- The item is in a locked covered boot or glove compartment<br>- All access points to the vehicle are closed and locked<br>- Any extra security systems are activated; or<br>- There is evidence that forcible and violent entry took place. |
| **Carers contents**<br>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. | ■ The most we will pay for any one incident is £350.<br>- Loss or damage if any item is insured under any other policy. |
| **Guests contents**<br>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. | ■ The most we will pay for any one incident is £350.<br>- Loss or damage if any item is insured under any other policy. |
| **Contents professionally packed**<br>If your contents are professionally packed and carried, you will be insured against loss or damage to the contents while they are:<br>– Being transported anywhere in the UK between your old address and your new address<br>– On their way to or from a furniture depository and being loaded or unloaded. | ■ Breakage of glass or other fragile items<br>■ Property in storage or in a furniture depository. |
| **Dual contents cover**<br>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**<br>If you or any member of your family have a fatal injury:<br>– Caused by fire in your home<br>– As a result of an assault in your home. | ■ £5,000 will be paid for the person who dies, but only if they die within 12 months of the fire or assault. |
| **Damage as a tenant**<br>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. | ■ 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**<br><br>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.<br><br>**In addition cover will be provided for gifts whilst:-**<br><br>– In a building where the wedding or civil partnership ceremony reception is held<br><br>– Being transported between your home and the reception. | |
| **Religious festival increase**<br><br>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**<br><br>The maximum claim limit under this section is increased by 10% for one month before any member of your families birthday, to cover birthday gifts purchased for members of your family. | |
| **Counselling fees**<br><br>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. | ■ The most we will pay for any one incident is £1,000<br>■ Any counselling which has not been approved<br>■ Any counselling which has not been recommended by a qualified medical practitioner. |
| **Items covered whilst living in a nursing home, residential care home or staying with family and friends**<br><br>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.<br><br>However for theft of your contents (excluding money), the theft must be from:<br><br>- 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<br><br>- Any other building if there are visible signs that force or violent means were used to get into or out of the building.<br><br>***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 is 20% of your contents sum insured shown in your schedule/statement of fact<br>■ Loss or damage<br><br>- Of any money;<br><br>Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging;<br><br>Caused by storm, flood or malicious damage to items not in a building;<br><br>- To any item taken out of your home to sell, display or exhibit;<br><br>- During removals; or<br><br>- When your contents are in a caravan, mobile home or motor home. |

| What is insured | What is not insured |
|---|---|
| **Medical equipment on loan**<br><br>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.<br><br>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). | ■ The most we will pay for any one incident is £5,000<br><br>■ Any item where a loan agreement cannot be provided. |
| **Loss or damage to downloaded data**<br><br>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. | ■ The most we will pay for any one incident is £2,500.<br><br>- Data download for business, trade, profession or employment purposes.<br><br>- Remaking a film tape or disc.<br><br>- Rewriting the information contained on your home entertainment equipment. |
| **Theft by bogus officials**<br><br>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. | ■ The most we will pay for any one incident is £500<br><br>■ Any theft that has not been reported to the police within 24 hours. |
| **Accidental damage to wheelchairs and stairlifts in the home**<br><br>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. | Loss or damage:<br><br>- Caused by altering, washing, cleaning, restoring, maintaining, repairing, dismantling or misusing;<br><br>- From wear and tear or loss of value;<br><br>- Caused by going over the weight load capacity;<br><br>- To stairlifts made by companies who are not a member of the lift and escalator industry association (LEIA); or<br><br>- Caused by faulty workmanship, design or lack of maintenance;<br><br>- Caused by electrical or mechanical breakdown;<br><br>- 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 | What is not insured |
|---|---|
| **SUMMARY**<br>High-risk items include:<br>– Jewellery, precious stones, articles made from gold, silver and other precious metals<br>– Clocks, watches<br>– Furs<br>– Photographic equipment<br>– Business equipment<br>– Binoculars<br>– Telescopes<br>– Musical instruments<br>– Curios (small articles of curiosity or special interest, valued as a collector's item)<br>– Pictures and other works of art<br>– Guns<br>– Collections of stamps, coins or medals.<br>Pairs or sets of items are regarded as one item.<br>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. | ■ Accidental loss or theft you do not report to the police within 24 hours of discovering the loss or theft<br>■ 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<br>■ Breakage of:<br>– Sports equipment when it is being used<br>– Reeds, strings or drum skins of musical instruments<br>■ Damage from wear and tear or depreciation<br>■ Damage caused by:<br>– Moths, vermin, parasites, insects, wet rot, dry rot, fungus, atmospheric conditions (such as dampness or dryness), light or other gradual causes<br>– Cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item<br>– Scratching or denting<br>– Something you or your family do deliberately<br>■ Electrical or mechanical breakdown<br>■ Property being confiscated or detained by customs or other authorities<br>■ Damage excluded anywhere else in the policy<br>■ Animals and pets owned by you or your family<br>■ 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**<br><br>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.<br><br>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.<br><br>**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

OPTIONAL COVER

**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 – 6pm 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 not 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* | – Faulty workmanship or design<br>– Computer viruses<br>– Something you or your family do deliberately<br>■ 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<br>■ Damage to food<br>■ Property confiscated or detained by customs or other authorities. |
| **Property in the open**<br>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). | ■ Any amount over £200 for each, individual item<br>■ Any amount over £500 for any claim. |

OPTIONAL COVER

# 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 – 6pm 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**

Check your policy schedule/statement of fact to see what the maximum and individual limits are for this part of the policy.

The most we will pay for any claim for money is £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<br>■ Growing trees, shrubs or plants growing in the garden<br>■ Animals<br>■ Breakage of:<br>– Sports equipment when it is being used<br>– Reeds, strings or drum skins of musical instruments<br>■ Damage from wear and tear or depreciation<br>■ Damage caused by:<br>– Moths, vermin (such as rats), parasites, insects, wet rot, dry rot, fungus, atmospheric conditions (such as dampness or dryness), light or other gradual causes<br>– Cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item<br>– Scratching or denting<br>– Something you or your family do deliberately<br>■ Damage excluded elsewhere in the policy<br>■ Electrical or mechanical breakdown<br>■ Property confiscated or detained by customs or other authorities. |
| **CREDIT CARD – FINANCIAL LOSS**<br>Financial loss if your credit card is lost or stolen and someone else uses it. | ■ The most we will pay for any one claim for credit cards is £500<br>■ If a loss or theft is not reported to the local police within 24 hours of discovering the loss or theft<br>■ If a loss or theft of any credit card is not reported to the credit card company as soon as possible<br>■ If you did not keep to the conditions of the credit card. |

OPTIONAL COVER

# 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 – 6pm 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
- Any motorised pedal cycles that can be propelled by the motor when travelling at more than 15.5mph
- 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 covered? | | | What is insured | What is not insured |
|---|---|---|---|---|
| Building only | Contents only | Building & contents | | |
| ✔ | ✘ | ✔ | **Public liability**<br>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.<br>You are insured against your legal liability to pay damages and expenses for bodily injury caused to any person or damage caused to property.<br>This cover insures you against injury or damage occurring anywhere in the world during the period of insurance.<br>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.**<br>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.<br>We will not pay for any claims for the following:<br>– Injury to you or a member of your family<br>– You or a member of your family dying<br>– 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. |
| ✘ | ✔ | ✔ | **Personal liability**<br>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. | |

Continued overleaf...

| Are you covered? | | | What is insured | What is not insured |
|---|---|---|---|---|
| Building only | Contents only | Building & contents | | |
| ✘ | ✔ | ✔ | **Personal liability** *continued*<br>You are insured against your legal liability to pay damages and expenses for bodily injury caused to any person or damage caused to property.<br>This cover insures you against injury or damage occurring anywhere in the world during the period of insurance.<br>We will also pay other costs and expenses agreed to in writing. | ■ Damage to property that is owned, leased, let, rented, hired, lent or entrusted to you<br>■ Injury or damage arising from you owning or using:<br>– Any motor vehicle (including motorbikes and mechanically powered vehicles), except garden machinery, pedal cycles or electrically assisted pedal cycles that are not legally required to be registered, taxed or insured and cannot be propelled by the motor when travelling at more than 15.5mph<br>– Aircraft, except model aircraft having a wing span of less than 10 feet<br>– Firearms, except sporting guns used for sporting purposes<br>– A dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that Act<br>– Any lift (other than a stairlift) you own or you are responsible for maintaining.<br>■ Injury or damage arising from:<br>– Hunting or from racing of any kind, except on foot<br>– Any willful or malicious act or your business, trade, profession or employment.<br>■ Damage or injury arising from owning (buildings insurance) or occupying (contents insurance) buildings or land that are not listed on your policy schedule/ statement of fact<br>■ Any injury arising from an illness or disease you pass onto someone else<br>■ Any liability you have under a contract, unless you would have had that liability without the contract. |
| ✔ | ✘ | ✔ | **Defective premises indemnity**<br>You are insured against your legal 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.<br>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 by a more recent policy. | |
| ✔ | ✔ | ✔ | **Unpaid damages**<br>We will pay the unpaid amount of any award made in your favour for compensation for bodily injury or damage to property.<br>This compensation must have been awarded by a court in the United Kingdom or the Isle of Man. | |

| Are you covered? | | | What is insured | What is not insured |
|---|---|---|---|---|
| Building only | Contents only | Building & contents | | |
| ✔ | ✔ | ✔ | **Unpaid damages** *continued*<br>We will pay the amount if:<br>– You have not received full payment within three months of the date of the award<br>– The bodily injury or damage occurred in the United Kingdom or the Isle of Man<br>– 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<br>– There is not going to be an appeal.<br>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. | |
| ✘ | ✔ | ✔ | **Liability for domestic employees**<br>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.<br>We will also pay other costs and expenses agreed to in writing.<br>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom or the Isle of Man.<br>**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. | |

Continued overleaf...

| Are you covered? | | | What is insured | What is not insured |
|---|---|---|---|---|
| Building only | Contents only | Building & contents | | |
| ✘ | ✔ | ✔ | **Tenant's liability**<br>You are insured against your legal liability for:<br>– 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<br>– The cost of repairing accidental damage to the fabric of the cables, underground pipes and drains (and their inspection covers) which serve your home<br>– Accidental breakage of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, solar panels and verandas<br>– 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.**<br>***For example**, if you have £50,000 contents insurance, then the maximum claim we will pay under tenant's liability insurance is £5,000.* |

# Section 4 – Optional Cover

OPTIONAL COVER

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

## Important contact information

**For Personal Legal Protection claims ONLY**
**0345 841 0018**

**For Home Protection/Home Protection Plus claims ONLY**
**0345 840 2730**

## Important information

This Optional Cover section will tell you all you need to know about the following Rias Home Insurance Optional Cover policies:

- Personal Legal Protection cover
- Home Protection/Home Protection Plus cover

It also explains clearly and simply how to make a claim, should you ever need to. It's worth taking the time to read it, so you know exactly what you are covered for. Then put it somewhere safe, along with your Home Insurance policy documents, so you will know where it is should you need it. If there is anything you do not understand, please call us on 0800 183 9261 and we will be happy to help.

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

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

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

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

The Contents page overleaf will enable you to find information in this section that is relevant to you.

Continued overleaf...

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# Part A - General information relating to all Optional Cover policies

## Words with special meanings

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

**Claims Handler** - For Personal Legal Protection, this is Arc Legal Assistance. For Home Protection cover this is AXA Assistance (UK) Limited on behalf of the insurer

**We, Us, Our** - Rias, a trading name of Ageas Retail Limited.

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

**Your Insurer** – For Personal Legal Protection, this is AmTrust Specialty Limited, with the policy managed and provided by Arc Legal Assistance (Claims Handler). For Home Protection cover, this is Inter Partner Assistance S.A.

## How to cancel your optional cover policy

Cancellation can take effect immediately or from a later date, however it cannot be backdated to any earlier date. Cancelling any direct debit instruction does not mean you have cancelled the policy.

### Within 14 days of buying the policy

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

Rias
First Floor
Everdene House
Deansleigh Road
Bournemouth
BH7 7DU
Tel: 0345 650 1212

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

### After the 14 day period

**If you cancel your Personal Legal Protection or Home Protection policy the below will apply;**

- You may cancel your policy any time after the 14 days by telephoning or writing to us at the details shown earlier.
- If your cover has not yet started, we will refund any premium already paid.
- If cover has started, as long as you have not made a claim, and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances that may give rise to a claim, you will be charged in proportion to the time on cover. If any claim has been made, you must pay the full annual premium.

## Our right to cancel your policy

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

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

If your **Personal Legal Protection** or **Home Protection policy** is cancelled due to any of the above the below will apply;

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

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

Continued overleaf...

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

## Fraud, Misrepresentation or Mis-description

Your insurer/claims handler will not pay any claim if it is in any respect dishonest or fraudulent.

A person is committing fraud if they knowingly:

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

If your insurer/claims handler find that fraud has been committed your insurer/claims handler will have the right to:

- Void the policy and may not refund any premium.
- Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated.
- Recover any cost incurred by Arc Legal Assistance/ Inter Partner Assistance S.A. including investigating and legal costs.
- Recover the cost of any previously paid claims.

In addition your insurer/claims handler may:

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

## Your information and what we do with it

Please refer to page 16 for further details on how your data will be collected, used, shared and stored.

## IPT

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.

## Authorisation

**Personal Legal Protection** Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc's FCA Register number is 305958.

You can check this on the FCA's register by visiting the website www.fca.org.uk/register.

The personal legal protection policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

**Home Protection**

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

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

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

You may check all the above details on the Financial Conduct Authority's Register by visiting this website: https://register.fca.org.uk.

## Governing Law and Language

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

The language for contractual terms and communication will be English.

# Personal Legal Protection cover

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

# Part B – Personal Legal Protection (Optional)

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

## Your demands and needs

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

The insurance covers advisers' 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 and

**c** Where there are reasonable prospects of success (see page 54 for more information).

Once your claim has been accepted, we will appoint one of our panel solicitors, or their agents, to handle your case. Should you wish to appoint your own adviser, 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 adviser you will be liable to pay any advisers' costs over and above our standard advisers' costs.

## Who provides your Personal Legal Protection Cover

This policy is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

## How to make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the Legal Helpline on 0345 841 0018.

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 about whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

## Definitions applicable to your Personal Legal Protection policy only

Throughout this section, your Personal Legal Protection policy has certain words and phrases, which have special meanings and these are explained below:

**Advisor** – Our specialist panel 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** - AmTrust Specialty 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: Great Britain, Northern Ireland, Channel Islands, Isle of Man and 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 covered

### Contract pursuit and contract defence

**What is insured**

- 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.

**What is not insured**

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.
- Involving a vehicle owned by you or which you are legally responsible for.
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

### Personal Injury

**What is insured**

- 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.

**What is not insured**

Claims;

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

**What is insured**

- 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.

**What is not insured**

Claims;

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

### Employment Disputes

**What is insured**

- 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.

**What is not insured**

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

**What is insured**

- 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.

**What is not insured**

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

### Tax investigation

**What is insured**

- 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:

  a. 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.

**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).

### Motor prosecution defence

**What is insured**

- 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:

- 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.

## Arc legal document service

As part of your Personal Legal Protection policy, you have access to a range of free legal documents that may help you resolve any legal issue you may have. The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues
- Probate
- Wills

The service gives you peace of mind that if you are faced with a legal issue, you may be able to solve the dispute without having to pursue a claim. For full details of the documents available and information on how to obtain them, please contact ageaslegaldocs@arclegal.co.uk.

## 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.
- 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.

## General Conditions

**1. 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:

1. Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge.
2. Keep us fully advised of all developments and provide such information as we may require.
3. Keep us regularly advised of advisors' costs incurred.
4. 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.
5. Submit bills for assessment or certification by the appropriate body if requested by us.
6. Attempt recovery of costs from third parties.
7. Agree with us not to submit a bill for advisors' costs to the insurance providers until conclusion of the legal action.
8. In the event of a dispute arising as to advisors' costs we may require you to change advisor.

f) Insurance providers shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.

g) You shall supply all information requested by the advisor and us.

h) 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.

i) 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.

**2. Proportionality**

We will only pay Advisers' Costs that are proportionate to the amount of damages that you are claiming in the Legal Action. Advisers' Costs in excess of the amount that you are able to claim from your opponent will not be covered.

**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.

c) 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.

**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

c) 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.

# Home Protection and Home Protection Plus cover

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

# Home Protection Cover (Optional)

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

## Your demands and needs

This policy is suitable for those who own a property and wish to benefit from peace of mind and reduce costs in case of sudden, unexpected home emergencies (as defined later in this document), which can make the home unsafe or unfit to live in, cause more substantial damage or pose health and safety risks. The cover provides assistance to stop the immediate emergency from escalating and provide a temporary repair to make the home safe to live in. Rias does not make any personal recommendations as to the suitability of the product to individual circumstances.

## Who provides your Home Protection Cover

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

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

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

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

You may check all the above details on the Financial Conduct Authority's Register by visiting this website: https://register.fca.org.uk

## Definitions applicable to your Home Protection policy only

Throughout this section, your Home Protection policy has certain words and phrases, which have special meanings and these are explained below:

**Authorised contractor** – A tradesperson authorised in advance to carry out repairs under this policy.

**Complete breakdown** – All electrics within your home have failed. Where you have selected Home Protection Plus, this definition also applies to the main heating system.

**Consequential loss** – Any loss which happens as a result of (or as a side effect of) the main thing for which you are insured.

**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.

i) Exposes you or a third party to a risk to their health or;

ii) Creates a risk of loss or damage to your home and/or any of your belongings or;

iii) Renders your home uninhabitable.

**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.

**Partial breakdown** - Failure of the electrics affecting one or more areas of the home which is causing an immediate emergency. Where you have selected Home Protection Plus, this definition also applies to the main heating system.

**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.

**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 S.A., 106-118 Station Road, Redhill, Surrey, RH1 1PR

**The words with special meanings below apply to Home Protection Plus cover only.**

**Beyond economical repair** - Your boiler/hot water system will be deemed beyond economical repair (BER) by our authorised contractor if:

1. The total cost of parts to repair it (including VAT) exceeds 85% of the manufacturer's current retail price of:
   - the same or equivalent model of your boiler bought as new; or, if this is not available,
   - a new boiler of the same or similar make, model and output as your boiler.
2. or we are unable to obtain spare parts to repair it

The average current retail price of parts required to complete the repair is based on the cost of such parts obtained through our nominated UK suppliers.

**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.

**Service** - Safety checks on boiler performance, safety devices, flue ways, ventilation, boiler ignition, pipe work and radiators.

## What is covered

### Applicable to both Home Protection and Home Protection Plus cover:

**An Event which we consider to be an Emergency to your home by the following causes:**

**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. Toilets**

Where any toilet in the home has failed due to blocked toilet waste pipes or, leakage caused by a smashed toilet bowl/cistern or, breakage of the cistern or internal mechanism which prevents flushing.

**3. Electricity supply**

Complete or partial breakdown 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. 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 and transport to such accommodation. You must get our permission first and we will reimburse you up to £250 including VAT.

### Applicable to the Home Protection Plus cover only:

**8. Main heating system and hot water**

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

## How to make a claim

**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 on 0345 840 2730 quoting:

- Your name and home postcode,
- 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 for 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, in addition to the above, cover for your main heating and hot water is increased to £1,000 per claim including VAT for call out, parts and labour. Work is carried out on a permanent repair basis. You can check your Statement of Fact to see if you have purchased this cover.

**Suspected gas leaks must always be reported to National Gas Emergency Service on 0800 111 999**

## Policy Exclusions

### The below section is applicable to Home Protection and Home Protection Plus cover:

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 and push button).
- Pests outside the main dwelling e.g. in any detached garages and other outbuildings.
- Windows, locks and doors outside the main dwelling e.g. in any detached 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.
- 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.

### Applicable to Home Protection PLUS cover only

In addition to the 'What is not covered' section, the following exclusions also apply:

- Repairs or replacement of boilers that are beyond economical repair.
- 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.
- Failure of boilers or heating systems that have not been inspected or serviced by a qualified person in accordance with the manufacturer's guidelines.
- 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.

## Policy Conditions

### Applicable to Home Protection and Home Protection Plus cover:

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 for a suitable replacement at your cost.

# Section 5 – Additional Helplines

FREE ADVISORY HELPLINE

**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 UK 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 Arc Legal Assistance Ltd.**

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

**0114 262 5041**

Lines are open 9am – 5pm Monday to Friday

### 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
- 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 0114 262 5041**

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.

**3.** 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 TransUnion) 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 6 – 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 follows:

**In writing:** quoting your reference number, Customer Relations Manager
First Floor, Everdene 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 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 Personal Legal Protection contact** – Arc Legal Assistance Limited,
  PO Box 8921, Colchester CO4 5YD.
  Tel: 01206 615000
  Email: customerservice@arclegal.co.uk
- **For Home Protection/Home Protection Plus, contact:**
  Customer Relations, Inter Partner Assistance S.A., The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

  Tel: 01737 815913

  Email: (Home Protection/Home Protection Plus) homeemergencycomplaints@axa-assistance.co.uk

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

We/your insurer/claims handler will try to resolve your complaint by the end of the third working day and will send you a summary resolution letter. If unable to do this, We/your insurer/claims handler will write to you within five working days to update you on the progress of your complaint and let you know who is dealing with the matter. Within eight weeks of receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

### If your complaint cannot be resolved

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

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financialombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have permission from us/your insurer/claims handler 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.

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

### Financial Services Compensation Scheme

Rias, Arc Legal Assistance Limited, AmTrust Specialty Limited, Inter Partner Assistance S.A. and AXA Assistance (UK) Limited are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we/your provider/claims handler cannot meet our/their obligations to you. This depends on the type of insurance and circumstances of the claim. Further information is available from the Financial Services Compensation scheme. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively more information can be found at www.fscs.org.uk

You can receive this policy booklet in Braille, large print or on audio CD.

Just call us or go online to speak to a member of our team.

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**.

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

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