



HomeWorks



What's Changed?

Policy Wording Reference: HWK/0413/PW

From 1st April 2013 a new HomeWorks policy comes into effect for NEW BUSINESS ONLY on or after 1st April 2013. All existing policy will remain unchanged.

Your Policy

Cancellation (Page 2)

The Cancellation Condition now appears under 'Your Policy' rather than within the 'General Conditions'.

Definitions – Wordings with Special Meanings (Page 5, 6 & 7)

Act of Terrorism

New definition introduced.

Bodily Injury

Definition moved from Liability section into main definitions section and redefined.

Computer Virus

New definition introduced as now used in General Exclusion 6 - Computer Data and Date Recognition

Contents

New definition introduced for new Contents Section

Contractor(s)

Definition re-worded for contract certainty

Costs & Expenses

Definition moved from Liability section into main definitions section.

Free Issue Materials

New definition, defining free issue materials and bringing in reused materials also a new definition defining reused materials.

Heave

Subsidence, Heave and Landslip cover has been introduced and in line with the FSA undertaking Heave has been defined.

Home

New definition introduced due to the introduction of Contents.

Landslip

Subsidence, Heave and Landslip cover has been introduced and in line with the FSA undertaking Heave has been defined.

Reused Materials

New definition

Settlement

Subsidence, Heave and Landslip cover has been introduced and in line with the FSA undertaking Heave has been defined.

Subsidence

Subsidence, Heave and Landslip cover has been introduced and in line with the FSA undertaking Heave has been defined.

Trespass or nuisance

Definition moved from Liability section into main definitions section and redefined.

Unoccupied

New definition to define what we mean by unoccupied

General Conditions (Page 8)

CONDITIONS DELETED: Acts of Parliament

This has been deleted as covered by Choice of Law which is now under 'Your Policy'.

CONDITION RELOCATED: Cancellation Condition

This is now located under 'Your Policy'.

CONDITION RELOCATED: Heat Application Condition

Removed from **General Conditions** and included under **Conditions that apply to your Contractor(s)**

CONDITION RELOCATED: Asphalt, Bitumen and Tar Heaters Condition

Removed from **General Conditions** and included under **Conditions that apply to your Contractor(s)**

CONDITION DELETED: Material Facts Condition

Deleted following the introduction of the Consumer Insurance (Disclosure and Representations) Act 2012

NEW CONDITION: Fraud Prevention

New condition confirming we may use fraud databases, share information and undertake credit searches.

AMENDED CONDITION: Non-Invalidation Condition

This has been reworded to ensure clarity.

NEW CONDITION: Correct Information and Changes in Circumstances

This is a new condition included in line with the Consumer Insurance (Disclosure and Representations) Act 2012. It provides clarity in terms of what happens when there is a change in circumstances and also any misrepresentation.

AMENDED CONDITION: Under Insurance - Average Condition

Reworded for clarity and to include the new contents section.

AMENDED CONDITION: Premium Adjustment Condition

This relates to the calculation of the final contract value. The condition remains unchanged other than clarity in terms of what must be included when calculating the final contract value.

RELOCATED CONDITION: Joint Code of Practice

Removed from **General Conditions** and included under **Conditions that apply to your Contractor(s) – 4. Joint Code of Practice.**

RELOCATED CONDITION: Extensions of Cover

This condition has been removed from the **General Conditions** and is now included under **Special Conditions which apply to You – 2. Change of Period of Insurance.**

RELOCATED CONDITION: Structural Work

Removed from **General Conditions** and included under **Conditions that apply to your Contractor(s) – 6. Structural Work.**

RELOCATED CONDITION: Your Contractors Insurance

Removed from **General Conditions** and included under **Conditions that apply to your Contractor(s) – 4. Your Contractor Own Insurance** and reworded to ensure correct cover provided by that insurance.

RELOCATED CONDITION: Unoccupied Properties

Removed from **General Conditions** and included under **Conditions that apply to your Contractor(s) – 5. Property Management**

Claims Conditions (Page 11)

New section **Claim Conditions** replacing **Your duty when you have a claim** under the **General Conditions**, ensuring clarity for the client when making a claim.

General Exclusions – Applicable to the whole of this insurance (Page 13)

Some minor, non material changes to wording to ensure clarity of exclusions and also tidying up of lay out.

NEW GENERAL EXCLUSION: 14. Cessation of Works

Rewritten exclusion now located under **General Exclusions** which was previously located under **Section 1 – Your Property Exclusions**

NEW GENERAL EXCLUSION: 15. Defective Design, Plan, Specification, Materials or Workmanship

Rewritten exclusion now located under **General Exclusions** which was previously located under **Section 1 – Your Property Exclusions**

NEW GENERAL EXCLUSION: 16. Excess

New **General Exclusion** stating we will not pay the amount stated in **your schedule** as the **excess**.

AMENDED EXCLUSION : 17. Works below 5 Metres

Rewording of the exclusion for clarification

GENERAL EXCLUSION: 8. Sanctions

New exclusion regarding breach of any sanction prohibition or restriction imposed by law of regulation.

Special Conditions which apply to You (Page 14)

New conditions section which specifically applies to **you**, the policyholder.

1. Keeping your contractor(s) informed of their obligations under this insurance

Previously GC30 under General Conditions. No change to words of condition

2. Change in Period of Insurance

Previously GC29 under General Conditions. Condition previously named 'Extensions of cover'.

3. Security

Previously GC27 under General Conditions. Condition amended to ensure that the client/policyholder ensures that the security is correctly operated and is functioning where they are responsible to do so.

This condition is replicated under special conditions which apply to your contractor(s) for when the contractor(s) are responsible.

4. Your Contractors Own Insurance

Previously GC32 under General Conditions. Conditions amended to ensure that the contractors insurance is adequate to cover the combined sum insured of Section 1 and Section 2 of this policy.

5. Property Management

Previously GC33 under General Conditions. Condition previously named 'Unoccupied Properties'.

6. Structural Work

Previously GC31 under General Conditions. No changes to condition.

Special Conditions which apply to Your Contractor(s) (Page 15)

1. Heat Application

Previously GC7 under General Conditions. No change to condition.

2 Asphalt, Bitumen and tart heaters condition

Previously GC8 under General Conditions. No change to condition.

3. Security

Previously GC27 under General Conditions. Condition amended to ensure that the contractor(s) ensure that the security is correctly operated and is functioning where they are responsible to do so.

This condition is replicated under special conditions which apply to you for when the client is responsible.

4. Joint Code of Practice

Previously GC28 under General Conditions.

Original wording:

This condition applies where the original contract price exceeds £3,000,000.

Now amended to:

This special condition applies where the original contact price exceeds £2,500,000

5. Quality Control of New Water Supply Systems (And/Or the Alteration of Existing Water Supply Systems)

New special condition covering the testing and commissioning of new and existing water supply systems.

Section 1 – Your Property Cover (Page 17)

AMENDMENT - The following cover has been moved from 'How much we will pay' to 'Special Extensions':

'Architects, Surveyors, Engineers Fees and Costs' now SE1

'Debris Clearance Fees and Costs' now SE2

'Government or Local Authority Fees and Costs' now SE3

'Automatic Increase for Existing Structure' now SE4

AMENDMENT 'Automatic Increase for Contract Works'

Now SE5 previously SE2

AMENDMENT: SE9 – Free Issue Materials.

Wording clarified.

NEW EXTENSION: SE15 – Rectification Period.

Covers Damage after completion of the works but limited to the rectification period.

NEW EXTENSION: SE16 – Avoidance of Impending Damage.

Covers costs incurred in taking reasonable but exceptional measures to avoid or reduce impending damage.

NEW EXTENSION: SE17 – Breakdown

Covers electrical or mechanical breakdown of new and unused apparatus, machinery or equipment within a specified period.

NEW EXTENSION: SE18 – Offsite Storage

Covers cost of damage to materials and goods allocated for inclusion within the contract works whilst in store up to £25,000.

Section 1 – Your Property Cover – Exclusions (Page 22)

AMENDED EXCLUSION: 1. Damage to the risk address (or any part thereof)

Non material change in words to ensure clarity of 'what is not covered'

DELETED EXCLUSION: 5 Damage caused by Subsidence, Landslip or Heave

Subsidence, Landslip or Heave as newly defined is now covered subject to replacement exclusion which follows many other household market subsidence cover exclusions.

DELETED EXCLUSIONS: 7 Exclusion to replace, repair or rectify due to defective condition

This exclusion is DELETED following the new inclusion of SE17.

NEW EXCLUSION: 15 Pre Existing Defect(s)

Excludes damage to the contract works arising from a defect in the existing structure.

Section 1 – Your Property Cover–Conditions to this section only (Page 23)

NEW section clarifying claims settlement for this section.

Section 2 – Your Contents (Page 24)

New OPTIONAL section available for all NEW HomeWorks risks.

Contents cover is on a PERILS based cover as follows:

1. Fire, Lightning, Explosion or Earthquake
2. Aircraft
3. Storm, Flood or Weight of Snow
4. Escape of Water
5. Escape of Oil
6. Theft or Attempted Theft
7. Collision by vehicle or animal
8. Riot, Violent Disorder, Strike, Labour Disturbance, Civil Commotion or Acting Maliciously.
9. Subsidence, Heave or Landslip
10. Falling trees, Telegraph Poles or Lamp-Posts

Section 2 – Your Contents – Conditions to this section only (Page 25)

NEW section clarifying claims settlement for this section.

Section 3 – Your Liability as Property Owner (Page 26/27)

ADDITIONAL DEFINITONS – These have been removed from the section and included within the main Definitions on Page 5.

What is Not Covered – Pages 26 & 27

Various non material tidying up of words.

Clarification that Non Negligence is excluded and additional cover needs requested to ensure cover is put into place.

Section 4 – Legal Helpline (Page 29)

NEW free Legal Helpline and Legal Document Services.

THIS IS NOT A LEGAL EXPENSES COVERAGE