

Amethyst

Home Insurance Policy
AME/0113/PW



The following summary does not contain the full terms and conditions of the contract which can be found in the insuring document, a copy of which is available on request. The summary does not form part of **your policy**.

Insurer

The insurance is underwritten by **underwriters** as shown in **your schedule of insurance** under a facility managed by Plum Underwriting Ltd.

Authorisation

All **underwriters** providing cover under this **policy** are regulated by the Financial Services Authority ('The FSA') whose address is:

The Financial Services Authority
25 The Colonnade
Canary Wharf
London E14 5HS

You can check these details on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

About your policy

The **policy** provides coverage for household insurance and only relates to those sections of the insurance which **you** request and **we** agree to insure.

Significant Features & Benefits

Buildings are defined as:

The **home** including fixtures and fittings, fitted appliances, integral garages, **outbuildings**, greenhouses, sheds, tennis courts, swimming pools, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates and fences, solar panels, interior decorations all owned by **you** or for which **you** are responsible at the address shown on **your schedule of insurance**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

Contents are defined as:

Household goods and personal property that belong to **you** or for which **you** are legally responsible. This definition includes **fine art and antiques, valuables, home business contents** and **tenant's fixtures and fittings**.

Your Policy Cover

We will insure **you** for direct physical loss or damage (which includes accidental damage) to the **buildings, your contents, fine art and antiques, and valuables** occurring during the **period of insurance**.

Buildings cover also includes:

The cost of alterations to the home , made necessary due to an identifiable physical injury to you caused directly by a sudden and unforeseen accident during the period of insurance	Up to £15,000
Loss of rent due to you and alternative accommodation if your home is uninhabitable due to an insured loss for	Up to 2 years
The cost of alternative accommodation if you are required to move from your home by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this policy had your home been damaged	Up to £5,000
Damage to your garden caused directly by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage	Up to 5% of the buildings sum insured or £25,000 whichever is lower (up to £1,000 for any one plant, tree or shrub)
The costs incurred to find the source of escape of a) Water, oil or gas from any domestic water or heating installation within the home including subsequent repairs to walls, floors and ceilings b) Water from underground service pipes, cables, sewers and drains for which you are legally responsible outside the home but at the address shown on your schedule of insurance	Up to £15,000
The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss of or theft of your keys	Unlimited
The removal of illegally deposited waste from your home to a licensed waste management site and reinstating any damage cause by the illegal dumping of waste at your home	Up to £5,000
Fatal injury to you caused by: a) fire or violence by burglars at your home b) an assault in the United Kingdom that is not connected to any business or occupation (other than home business)	Up to £25,000 per person (£5,000 if under 16 years of age)
A reward to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance	Up to £10,000
Your legal liability as owner for any one accident or series of accidents arising out of one event.	Up to £5,000,000

Contents cover also includes:

Rent you have to pay and alternative accommodation if your home is uninhabitable due to an insured loss for	Up to 2 years
The cost of alternative accommodation if you are required to move from your home by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this policy had your home been damaged.	Up to £5,000
Fraudulent use of your bank cards	Up to £25,000
Physical loss of or physical damage to your money	Up to £2,500
Accidental loss of domestic heating oil from heating installations, oil tanks or pipes	Up to £10,000
Fatal injury to you caused by: c) fire or violence by burglars at your home d) an assault in the United Kingdom that is not connected to any business or occupation (other than home business)	Up to £25,000 per person (£5,000 if under 16 years of age)
Loss or damage to fridge or freezer contents	Unlimited
Loss of metered water	Up to £10,000
Loss or damage to newly acquired items of contents and fine art and antiques	Up to 20% of the contents, fine art and antiques and valuables sum insured in any one claim
The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss of or theft of your keys	Unlimited
The cost involved in retrieving your personal electronic data from your computers as a result of an insured loss	Up to £5,000
Loss or damage to additional contents between one month before and one month after: a) a wedding, anniversary and birthday, and/or b) a religious celebration	Up to £10,000 (single item limit £1,000)
Physical loss or damage to students and boarders possessions inside the student or boarders accommodation or other occupied building or being carried between those buildings within the United Kingdom during the period of insurance caused by specified perils	Up to £2,500 (single item limit £1,000 except for pedal cycles where a £250 item limit applies)
Loss or damage to visitors and domestic employees' personal effects not insured elsewhere while in the home	Up to £5,000 per claim (single item, pair or set limit of £1,000)
Loss or damage to contents belonging to your dependent family members who are residing in a nursing or residential care home	Up to £10,000 per claim (single item, pair or set limit of £1,000)

Pedal Cycles	to £5,000 any one claim (unless a higher amount is shown in your schedule of insurance)
Loss or damage to your contents kept in other homes, places of work, caravans or beach huts	Up to £5,000 (single item limit £500)
Loss or damage to marquees that you have hired	Up to £20,000
Loss or damage to quad bikes, go-carts and off road motorcycles	Up to £5,000
We will pay for the increased value to any one piece of art that is individually listed under fine art and antiques , where such increase is due to the death of the artist	Up to 200% of any one piece of art (subject to a maximum of £100,000 in total)
We will pay you the purchase price of an item individually listed in your schedule of insurance if it is proved that the item purchased by you is not rightfully yours and you are required by law to return it to its rightful owner	Up to 110% of the total sum insured for fine art and antiques or £25,000 whichever is the less
In the event of loss or damage to your golf clubs, borrowed golf clubs or hired golf clubs whilst you are playing golf outside of the United Kingdom we will pay for the necessary hire of replacement clubs	Up to £25 per day (£250 in total)
Loss or damage to contents in a commercial storage facility within the United Kingdom during the period of insurance caused by specified perils	Up to 20% of your contents sum insured (single item limit £1,000)
A reward to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance	Up to £10,000
Your legal liability as occupier for any one accident or series of accidents arising out of one event	Up to £5,000,000
Your legal liability for accidents to domestic employees for any one accident or series of accidents arising out of any one event	Up to £10,000
Your legal liability as tenant for damage to the buildings	Up to 20% of the contents sum insured

Additional Cover

Home Emergency

This policy provides you with access to a 24 hour emergency helpline.

If **you** suffer an **emergency** at **your property**, **we** will then advise **you** how to protect yourself and the **property** immediately; and organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.

In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will pay up to £100 including VAT in total for **your** overnight accommodation and/or transport to such accommodation.

Emergency incidents that will be covered by this policy are:

1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
2. Blockages in toilet waste pipes.
3. Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.
4. Broken or damaged windows and doors presenting a security risk to the **property**.
5. Gas or electricity failure within the **property**.
6. Central heating or boiler failure.
7. Hot water failure.

8. Vermin inside the property

Legal Expenses & Identity Theft

The insurance covers **Advisers' Costs** and other costs and expenses as detailed below, up to the **Limit of indemnity** which is £100,000 where the **Insured Incident** takes place within the **Insured Period** and within the **Territorial Limits**, and the **Legal Action** takes place in the **Territorial Limits**:

- Contract Pursuit & Defence - **Advisers' 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.
Advisers' costs to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **your** main home.
- Personal Injury - **Advisers' 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
- Employment disputes - **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 of **your** contract of employment
- Property Protection - **Advisers' 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.
Advisers' costs to pursue a **legal action** for financial compensation for damages against a person or organisation that causes physical damage to **your** main home.
- Tax - **Advisers' costs** incurred by an accountant if **you** are subject to an **HM Revenue & Customs Full Enquiry** into **your** personal Income Tax position
- Motor Prosecution Defence - **Advisers' 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 prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so
- School Admission Disputes - **Advisers' costs** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with its published admission policy, which leads to **your** child or children being refused entry at the state school of **your** choice
- Identity theft - **Advisers' costs** arising:
 - a) To defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **identity theft**.
 - b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity theft**.
 - c) In order to liaise with credit referencing agencies and all other relevant organisation on **your** behalf to advise that **you** have been the victim of **identity theft**.
- Vehicle Cloning - **Advisers' costs** to defend a **legal action** arising from use of **your** vehicle's identity by another person or organisation without **your** permission

Significant Exclusions or Limitations

Contents Cover

The following specific limits apply:

Fine Art and Antiques	£15,000 any one item unless a higher amount is shown in your schedule of insurance
Valuables	£5,000 any one item unless a higher amount is shown in your schedule of insurance
Total Valuables	£5,000 in total item unless a higher amount is shown in your schedule of insurance
Contents in outbuildings, sheds and greenhouses	Up to £20,000 any one claim

Contents outside of but in the boundaries of your home	Up to £10,000 any one claim
Personal documents, title deeds and registered bonds	Up to £5,000 any one claim
Theft from unattended vehicles	Up to £2,500 any one claim
Saddlery and tack away from the home	Up to £5,000 any one claim
Watercraft including their furnishing equipment and outboard motors	Up to £5,000 any one claim
Home Business Contents	Up to £20,000 any one claim

Contents do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance
- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, motorised wheelchairs and mobility scooters)
- caravans and accessories
- watercraft other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents**

Policy Excess

The standard **policy excess** is usually £250 unless a different limit is shown on **your schedule of insurance**. For claims resulting from Subsidence, Landslip or Heave the excess is £1000, unless a different limit is shown on **your schedule of insurance**. Any specific **excess(es)** that may be applied will be advised to you and shown on **your schedule of insurance**.

Significant Conditions

Notifying us of a change

You must immediately notify **us** via **your broker or insurance intermediary** if:

- any information is incorrect
- there is a change in the information **you** have given **us**

We will correct or change the information and use the information to determine whether **we** will continue to accept **your** insurance and either:

- continue **your policy** unchanged
- backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not be paid under this insurance
- cancel **your policy** giving **you** notice as per the cancellation condition shown in this **policy** wording or on **your policy schedule**. This could result in a claim not being paid under this insurance
- treat **your policy** as if it never existed

We will treat **your policy** as if it never existed and **we** will not pay **your** claim if **you** or **your** representative has:

- misrepresented any information given
- been in any way fraudulent
- deliberately or falsely overstated information given

Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £25,000, **you** must tell **us** about the work at least 30 days before the work starts and where **you** enter into any contract for the works. **You** do not need to tell **us** if the work is for redecoration only.

Sums Insured

You must ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

For **contents**, the full value is the current cost as new, other than **fine art and antiques** and **valuables**, for which the full value is the current market value.

If **you** fail to ensure that **your sums insured** for full value, **we** may only pay a proportion of your claim. For example if **your sum insured** only covers one half of the cost of rebuilding **your buildings**, **we** will only pay one half of the cost of repair or replacement.

Significant Exclusions or Limitations

Exclusions that apply to the whole of this insurance include but are not limited to:

- Loss or damage occurring before cover starts or arising from an event before cover starts
- Loss or damage caused by deliberate acts by **you** or any of **your** employees
- Loss, damage or liability directly or indirectly caused by or contributed to or by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- Loss, damage or liability resulting from computer viruses, erasure or corruption of electronic data or the failure of any equipment to correctly recognise the date or change of date
- Loss, damage or liability caused by biological or chemical contamination arising from an **act of terrorism**; and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **act of terrorism**

Buildings

- Loss or damage caused by theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
- **Loss or damage caused by** storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
- Frost damage, frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
- Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip** to swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.

Contents

- Loss or damage caused by theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
- Loss or damage to **contents** in the open by storm, flood, frost or weight of snow
- Theft of any item from an unattended vehicle unless hidden out of sight or in the vehicle's locked glove compartment and violence and force are used to enter the vehicle.
- An item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported)
- Loss or damage caused by theft or disappearance of **valuables** from baggage unless such baggage is carried by hand and under **your** personal supervision

Home Emergency

- No costs for repairs are payable under this insurance, unless **we** have been notified through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance
- Boilers over 15 years old or failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding 12 months

- No cover for normal day to day maintenance that **you** should do or 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**
- Damage to boundary walls, hedges, fences or gates
- Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days

Legal Expenses & Identity Theft

- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- A dispute between **you** and someone **you** live with or have lived with
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Libel, slander or verbal injury
- An application for a judicial review
- Contract Pursuit & Defence - Where the contract was entered into before **you** first purchased this or similar insurance which expired immediately before this insurance began
- Personal Injury - Arising from stress, psychological or emotional injury
- Employment disputes - For **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement
- Property Protection - Where the nuisance or trespass started within 180 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began
- Tax - For accountancy fees which relate to **your** business trade or profession
- Motor Prosecution Defence - For parking offences which **you** do not get penalty points on **your** licence for
- School Admission Disputes - Where the child has been suspended, expelled or permanently excluded from another school
- Identity theft - For Advisor's Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
- Vehicle Cloning - Where the Vehicle's Identity has been copied by somebody living with **you**

How We Settled Your Claim

Buildings – We will pay the full cost of repair, replacement or rebuilding of insured loss or damage up to the **sum insured** shown on **your schedule of insurance** subject to the work being carried out. The basis of settlement is at **our** sole discretion. **We** will not provide any contribution, allowance or consideration for the cost of extending, improving or refurbishing any part of the **buildings**.

Contents – We will pay the full cost of repair or replacement up to the **sum insured** shown in **your schedule of insurance** or up to any other limit shown below under specific limits and special extensions. The basis of settlement is **our** sole discretion.

To replace any item, pair or set but no more than the current cost as new or the market value at the time of loss for **fine art and antiques**, and **valuables**.

For partial losses, **we** will pay for the cost of restoration or repair but no more than the **sum insured** shown in **your schedule of insurance** or up to any other limit shown below under specific limits and special extensions in all.

Period of Insurance

The period covered by this insurance is normally for 12months. Renewal will be subject to the terms and conditions that apply at the time of renewal.

Cooling off period

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker or insurance intermediary** within 14 days of either the date **you** receive **your** insurance documentation or the start of the **period of insurance**, whichever is the later.

A person who is not a party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

Cancellation

*Cancellation of **your policy** by **us***

We may cancel this **policy** or any part of it by giving **you** 30 days notice by recorded delivery to the address stated in **your schedule of insurance**.

*Cancellation of **your policy** by **you***

You may cancel this **policy** by giving written notice to **us**.

*Premium refund following cancellation of **your policy**:*

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis unless **your schedule of insurance** states an alternative cancellation condition and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis unless **your schedule of insurance** states an alternative cancellation condition and always subject to the current **period of insurance** being claim free.

Claims

To notify a possible claim, please refer to **your schedule of insurance** for claims contact details relevant to the section under which **you** are claiming. When notifying a claim, please provide **your** name, **policy** number, the name of **your broker or insurance intermediary** and full details of the loss or damage.

Complaints

Customer Service

Plum Underwriting and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule of insurance**.

Customer Complaints Procedure

In the unlikely event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

Compensation

Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The scheme contact details are as follows:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
EC3A 7QU

Telephone: 0800 678 1100

Further information about the Scheme is available from the Financial Services Compensation Scheme:
www.fscs.org.uk.

Choice of Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.