

# Amethyst

Home Insurance Policy



AME/0113/PW

The “Elite” product has been updated and rebranded to “Amethyst” for 2013. The changes apply to all new business and renewals with an effective date of 1<sup>st</sup> January 2013 and onwards.

## What’s Changed?

### YOUR POLICY

Financial Services Compensation Scheme contact details ADDED.

Choice of Law – Added to Your Policy from General Conditions

Subscribing Underwriters Liability clause – Moved into Your Policy section

### NEW DEFINITIONS

#### Accidental Damage

Damage caused suddenly and as a result of an external, visible and violent cause.

#### Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

#### Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

#### Landslip

Downward movement of sloping ground

#### Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

#### Subsidence

Downward movement of the ground beneath the **buildings** other than by settlement.

### AMENDED DEFINITIONS

**Fine Art and Antiques** now INCLUDES medal collections:

#### **Fine art and antiques**

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- stamp, coin and medal collections, wines, memorabilia and other collectables such as models and dolls

**You/your/insured** now INCLUDES foster children and children of co-habiting partners:

#### **You/your/insured**

The person or persons named in **your schedule of insurance**, all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employees** who all permanently live in the **home**.

## **GENERAL CONDITIONS**

Claims Conditions – REMOVED AND NEW CONDITIONS STATED IN NEW CLAIMS CONDITIONS SECTION

Multiple premises condition – ADDED

Correct Information and Changes in Circumstances – ADDED

Cancellation Condition – DEFINED CLARIFIED

Language – SEPERATED FROM CHOICE OF LAW CONDITION

Fraud & Prevention Condition – ADDED

Sums Insured Condition – AMENDED, PROCEDURE FOR UNDERINSURANCE

## **GENERAL EXCLUSIONS**

No material changes other than layout and use of the word 'reasonable' discontinued.

## **CLAIMS CONDITIONS**

New conditions stated as follows:

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of **policy**.

In the event of a claim or possible claim under this insurance:

1. **You** must as soon as possible provide details of the claim or possible claim, using the claims contact details as stated in **your schedule of insurance**
2. **You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
3. **You** must forward to **us** promptly, notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the police as soon as possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report

5. **You** must co-operate fully with **us** and **our** authorised representatives including loss adjustors and other experts that **we** have appointed at all times.

6. **You** must promptly provide any information and assistance **we** may require

7. **You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

8. After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

9. **You** must take all care to limit any loss, damage or injury.

10. **You** must provide **us** with evidence of value or age (or both) for all items involved in a claim.

11. **You** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

#### 1. Defence of claims

**We** may:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

#### 2. Fraudulent claims

If **you**, or anyone acting on **your** behalf make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

#### 3. Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

## SECTION 1 – BUILDINGS

### CHANGE IN LIMITS

Alterations to the <b>home</b>	Limit increased from £5,000 to £15,000
Alternative Accommodation	Limit changed from 20% of the <b>Sum Insured</b> to ' <b>We</b> will not pay for more than 2 years alternative accommodation'
Loss of Rent	Limit changed from 20% of the <b>Sum Insured</b> to ' <b>We</b> will not pay for more than 2 years for loss of rent'
Garden Plants & Shrubs	Limit increased from £2,500 to 5% of the <b>buildings sum insured</b> or £25,000 whichever is the lower amount.  Any one plant, tree or shrub increased from £250 to £1,000.
Trace & Access	Limit increased from £5,000 to £15,000

## NEW EXTENSIONS

Fixtures & Fittings temporarily removed to another building	10% of the <b>buildings sum insured</b> .
Extended Replacement	Up to 125% uplifted following loss or damage.
Replacement Locks	Unlimited extension with a £50 excess
New Fixtures & Fittings awaiting installation	Up to £10,000
Illegal Depositing of Waste	Up to £5,000
Fatal Injury	Up to £25,000 per person (or £5,000 for anyone under 16 years of age).
Reward for anyone who gives information that leads to arrest	Up to £10,000

## SECTION 1 – BUILDINGS EXCLUSIONS

Amended Exclusion 2 bullet 3, the word 'structural' ADDED to 'alteration' AND 'repair' as follows:

demolition, structural alteration, construction, renovation, structural repair, restoration, application of heat or any similar process.

New Exclusion 5 – Subsidence, Heave & Landslip taking in account new definitions

No other material changes other than layout.

## SECTION 2 – CONTENTS

### CHANGE IN LIMITS

<b>Contents in Outbuildings</b>	Limit increased from £5,000 to £20,000
<b>Pedal Cycles</b>	Limit increased from £1,000 to £5,000
<b>Contents</b> outside of but in the boundaries of <b>your home</b>	Limit increased from £2,500 to £10,000
Saddlery & Tack away from the <b>home</b>	Limit increased from £2,500 to £5,000
<b>Watercraft</b> including their furnishings, equipment and out board motors	Limit increased from £2,500 to £5,000
Mobile Telephones and mobile computer equipment	Limit of £5,000 REMOVED.
Wine Collections	Total limit of £5,000 and £500 per bottle limit REMOVED.
<b>Home Business Contents</b>	Limit increased from £10,000 to £20,000

Alternative Accommodation	Limit changed from 20% of the <b>Sum Insured</b> to ' <b>We</b> will not pay for more than 2 years alternative accommodation'
Loss of Rent	Limit changed from 20% of the <b>Sum Insured</b> to ' <b>We</b> will not pay for more than 2 years for loss of rent'
<b>Bank Cards</b>	Limit increased from £10,000 to £25,000
<b>Money</b>	Limit increased from £1,000 to £2,500
Domestic Heating Oil	Limit increased from £2,500 to £10,000
Fridge & Freezer	Limit of £2,500 REMOVED
Loss of metered water	Limit increased from £2,500 to £10,000
Visitors and <b>Domestic Employees</b> personal effects	Limit increased from £2,500 to £5,000 Now for all <b>domestic employees</b> previously only non resident <b>domestic employees</b> .

## NEW EXTENSIONS

Nursing/Residential Care Home Cover	Covers up to £10,000 <b>contents</b> with a £1,000 single article limit for a dependent family who are residing in a nursing or residential home.
Contents Elsewhere - in other homes, places of work, caravans or beach huts	Up to £5,000 with a £500 single article limit
Marquees	Up to £20,000 for marquees that <b>you</b> have hired for up to 7 days.
Quad bikes, go-carts and off road motorcycles	Up to £5,000
Death of the Artist	Limited to 200% of any one piece of art subject to a maximum of £100,000
Defective Title	Limited to 110% of the <b>Fine Art and Antiques sum insured</b> or £25,000 whichever is less.
Hole in One	£500 if <b>you</b> achieve a hole in one in an official golf competition.
Hiring of golf clubs overseas	£25 per day or £250 in total following loss or damage to <b>your</b> golf clubs, borrowed golf clubs or hired golf clubs.
Moving home	Loss or damage to <b>your contents</b> during removal and in storage for 15 days.
Storage	20% of the contents sum insured whilst in storage. Limited perils and a £1,000 single article limit apply.
Reward for anyone who gives information that leads to arrest	Up to £10,000

## SECTION 2 – CONTENTS EXCLUSIONS

Amended Exclusion 2 bullet 3, the word 'structural' ADDED to 'alteration' AND 'repair' as follows:

demolition, structural alteration, construction, renovation, structural repair, restoration, application of heat or any similar process.

New Exclusion 7 – Subsidence, Heave & Landslip taking in account new definitions

Fatal Injury – updated to clarify that will only pay once under policy now the extension has been added to Buildings too.

No other material changes other than layout.

## SECTION 3 – YOUR LIABILITY TO THE PUBLIC

### CHANGE IN LIMITS

Unrecovered Damages	Limit increased from £1,000,000 to £2,000,000
---------------------	---

### NEW EXTENSIONS

Voluntary Work	<b>We</b> will cover <b>your</b> legal liability arising out of any voluntary work <b>you</b> do as a director or officer of a registered charity or other non-profit seeking organisation up to £1,000,000 A £750 excess applies.
----------------	---

## SECTION 3 – YOUR LIABILITY TO THE PUBLIC EXCLUSIONS

1. Exclusion 4 Bullet 2 – **Your home business** liability is now covered:

<p><b>What is not covered:</b></p> <p>4. Any liability</p> <ul style="list-style-type: none"><li>▪ which <b>you</b> have assumed under a contract.</li><li>▪ arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than:</li></ul> <p>the use of <b>your home</b> as an office for non manual work in connection with <b>your home business</b>.</p>
---

2. Dangerous Dogs Exclusion updated as follows:

<p><b>What is not covered:</b></p> <p>5. Liability arising out of the ownership, possession or operation of:</p> <p>d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, or the control of Dogs (Scotland) Act 2010 or any amending legislation.</p>
--

No other material changes other than layout.

## SECTION 4 – YOUR LIABILITY TO YOUR DOMESTIC EMPLOYEES

No changes to cover

## SECTION 4 – YOUR LIABILITY TO YOUR DOMESTIC EMPLOYEES EXCLUSIONS

1. Dangerous Dogs Exclusion updated as follows:

<p><b>What is not covered:</b></p> <p>5. Liability arising out of the ownership, possession or operation of:</p> <p>d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, or the control of Dogs (Scotland) Act 2010 or any amending legislation.</p>
--

No other material changes other than layout.

## SECTION 5 – HOME EMERGENCY

Previously Section 5 was Identify Theft.

Identity Theft now forms part of Section 6 –Family Legal Costs & Identity Theft.

Home Emergency was previously Section 7.

Claims are now managed by Axa Assistance UK Ltd previously Homeserve Claims Management Limited.

1. Exclusion DEFINED and CLARIFIED:

Previously:

<p><b>What is not covered:</b></p> <p>3. External water supply pipes.</p>
---

Is now amended to:

<p><b>What is not covered:</b></p> <p>3. External water supply pipes after the internal stop tap.</p>
---

## SECTION 6 –FAMILY LEGAL COSTS & IDENTITY THEFT

Previously Section 6 was Family Legal Costs only but now includes Identity Theft.

The limited of Indemnity has increased from £75,000 to £100,000.

### NEW EXTENSIONS

School Admission Disputes	<b>Advisers' Costs</b> 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 <b>Your</b> child or children being refused entry at the state school of <b>Your</b> choice.
Personal Identity Theft	Previously Section 5 – No material change

<p>Vehicle Cloning</p> <p>Lifestyle Counselling Helpline &amp; Online Support Service</p> <p>Total Legal – Additional Legal Services</p>	<p><b>Advisers Costs</b> to defend a <b>Legal Action</b> arising from use of <b>Your</b> vehicle's identity by another person or organisation without <b>Your</b> permission.</p> <p>This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help You deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting Your general wellbeing.</p> <p>Counsellors and information specialists are also trained to help You with practical problems like debt.</p> <p>The helpline is complemented by a comprehensive online information and support service, through which You can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.</p> <p>In this package 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 faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:</p> <ul style="list-style-type: none"> <li>▪ Routine conveyancing costs arising from the sale or purchase of the home and re-mortgaging</li> <li>▪ Divorce and child custody issues</li> <li>▪ Wills and probate</li> </ul> <p>To help <b>You</b> deal with these and other matters which may arise <b>We</b> are able to give <b>You</b> access to discounted legal services provided by <b>Us</b> in partnership with <b>Our</b> panel Solicitors. <b>Our</b> panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.</p>
--	--