

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 Limited.

About your policy

The HomeWorks policy is designed to cover the existing structure and the contract works of private dwellings under one policy for any residential property being rebuilt, refurbished or constructed and only relates to those sections of cover which you request and we agree to insure.

The HomeWorks policy also has the flexibility to accommodate JCT contractual obligations requiring cover to be written in the joint names of the "Employer" and the "Contractor".

THIS COVER IS ONLY AVAILABLE FOR PRIVATELY OWNED, RESIDENTIAL PROPERTIES.

Significant Features & Benefits

The existing structure is defined as:

The existing land permanent buildings domestic outbuildings and garages at the risk address owned by the employer including:

1. Interior decorations, fixtures and fittings, fitted appliances, machinery, plant, lifts and climate control systems
2. Swimming pools, ornamental fountains and ponds
3. Hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, fences and hedges
4. Underground service pipes, cables, sewers, drains, fixed domestic fuel tanks, externally fixed radio and television aerials, satellite dishes, their fittings and masts, solar panels

The contract works are defined as:

The permanent and temporary works executed in performance of the contract and site materials for incorporation therein whilst at the risk address.

The Cover

Section 1 – Property

We will insure you for unforeseen physical damage to the Contract Works and, if insured, the Existing Structure during the period of insurance subject to the policy terms, conditions and exclusions.

Section 1 – Property – Additional Cover

1 – Alternative Accommodation and Loss of Rent

In the event of **damage** to the **risk address** rendering the **existing structure** uninhabitable **we** will pay the following, to the extent that they are a direct consequence of that **damage**.

Additional costs incurred by **you** for alternative accommodation substantially the same as the insured accommodation.

Loss of rent due to **you** under a rental or lease agreement which **you** are unable to recover.

The maximum amount that **we** will pay under this extension is £100,000, or 20% of the **sum insured** for the **existing structure**, whichever is less.

Amounts paid under this extension are additional to the **sum insured** for the **existing structure**.

2 – Automatic Increase

If during the **period of insurance** the contract price is increased above the **sum insured** for **contract works** then such **sum insured** will be automatically increased to the required limit provided that the increase is not more than 25% of the **sum insured** and subject to **you** paying such additional premium as **we** advise at the time.

3 – Automatic Reinstatement following a Claim

In return for an additional premium, to be calculated at a rate to be determined at **our** discretion, the amount **we** will pay for the **risk address** will not be reduced by the amount of any claim.

4– Expediting Expenses

We will pay the cost of expenses reasonably incurred by **you** with **our** consent for overtime rates of wages and the cost of special delivery to avoid delay in completion of the **contract works** caused as a direct consequence of insured **damage**.

The maximum **we** will pay under this extension is 25% of the final agreed claim before the deduction of the **excess**.

5 – Free Issue Materials

We will include **damage** to free issue materials as long as their value has been included within the **sum insured** for **contract works**.

6 - Joint Insured's

If this **policy** has been issued in the joint names of **you** and the **contractor(s)** and sub-contractors, it protects the separate interests of each party only to the extent required by the **contract** terms and conditions. The **contractor(s)** and each sub-contractor is then separately but similarly bound by the terms, exclusions and conditions of this **policy** in the same way as **you**.

7 - Other Interests

We will note the interest of any financial institution or other party with respect to this section of the **policy** as requested by **you** or the **contractor(s)** as soon as a request has been received.

8 - Plans and Specifications

Damage to plans or specifications of the **contract works** owned solely by **you** or for which **you** are legally Responsible Provided that

1. The cost of rewriting or redrawing plans or specifications is needed in order to complete the **contract works**
2. **Our** liability for this extension does not exceed 1% of the limit of liability for the permanent and temporary **contract works** or £50,000 whichever is the less.

9 – Pollution Clean-up Costs

We will pay the clean-up costs of **your** land or property damaged by any kind of pollution or contamination occurring at the **risk address** provided that the pollution is a sudden identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** and a properly authorised body deems it necessary for clean-up action to be taken and paid for by **you**.

The maximum amount payable by **us** under this extension is £100,000

10 - Storage

The definition of **contract works** includes materials not otherwise insured whilst contained within the **contractor(s)** main or permanent storage or workshop areas or at the premises of the suppliers or manufacturers but only within the **territorial limits** and only in respect of materials purchased or manufactured for the **contract works** whilst being temporarily stored pending and during transfer to the **risk address**.

Our liability shall not exceed 15% of the **sum insured** for **contract works** or £25,000 whichever is the lesser.

Section 1 – Property – Exclusions

The following section specific exclusions apply in addition to the General Exclusions

What is not covered

1. **Damage** to the **risk address** (or any part thereof)

- in respect of which a Certificate of Completion has been issued
- which has been completed and handed over to the **you**

However where completed aspects are handed over to **you** during the **period of insurance** this exclusion shall not apply if the **existing structure** is insured under this insurance and where other phases of the **contract works** remain incomplete.

In that event:

- The **contract works sum insured** shall automatically be diminished by the amount of the **contract works** completed and handed over to **you**.
- The **existing structure sum insured** shall automatically be increased by the amount of **contract works** completed and handed over to **you**.

This process will continue until all of the **contract works** are completed and the **existing structure** is fully restored to the control of **you** or where alternative insurance has been arranged, whichever occurs first. **We** will only insure **you** up to the aggregate of the **existing structure sum insured** and the **contract works sum insured** as stated in the **schedule** and subject otherwise to the terms of this insurance.

In no event will cover continue beyond expiry of the **period of insurance**.

2. **Damage** occurring beyond 30 days after the **contractor(s)** has substantially ceased the **contract works** at the **risk address** (other than for normal stoppages at the end of the day at weekends or holidays) unless **you** have given **us** prior notice in writing with the details of **contract works** completed and outstanding, **you** have received **our** agreement to continue this insurance and **you** have agreed to accept any terms imposed by **us**.

3. **We** will not pay more than £5,000 unless a higher amount is shown in **your schedule** for any one loss in respect of loose contract materials unless such materials are kept within a building of **Standard Construction**. Furthermore:

- **We** will not pay your claim if the security **you** have advised to **us** and that **we** have agreed is not in operation at the time of any loss.
- **We** will not pay **your** claim if the building is not wind or weatherproof.

4. **Damage** caused by storm, tempest, or flood or weight of snow unless the person(s) responsible for securing the **site** have taken reasonable steps to make the **risk address** weatherproof.

5. **Damage** caused by subsidence, landslip or heave of the land on which the **risk address** stands unless caused directly by the carrying out of the **contract works**.

6. Any lost opportunity or loss of profit, income or goodwill of any kind or description not specifically insured.

7. **Damage** to and the cost necessary to replace, repair or rectify the **risk address** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship or **damage** caused in rectifying such property.

This does not exclude **damage** to the **risk address** that is not defective caused as a consequence of the defective property.

8. **Damage** to property forming or which has formed part of any structure prior to the commencement of the **contract works** unless specifically insured under this **policy**.

9. Loss of property either by disappearance or by shortage if the loss is only revealed when an inventory is made or is not traceable to an identifiable event.

10. **Damage** consisting of mechanical or electrical breakdown or derangement unless as a result of insured **damage** or resultant insured **damage**.

11. **Damage** in respect of

1. money which term shall mean coin bank and currency notes, cheques, travellers cheques, national giro payment orders, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, V.A.T. purchase invoices or other negotiable instruments

2. any private car, van, lorry or other vehicle

3. any airborne or waterborne craft or vessel.

12. Penalties or fines for delay, lack of performance, non-completion or non-compliance with the conditions of any contract or reimbursement of any financial agreements.

13. **Damage** arising outside the **territorial limits**.

14. **Damage** caused by or consisting of

1. Wear and tear, corrosion, oxidation, gradual deterioration, wet or dry rot, shrinkage, dampness, frost, marring or scratching

2. Normal upkeep or normal making good.

General Exclusions

- Any loss or **damage** that is not directly associated with the incident that caused **you** to claim unless expressly stated in this **policy**.
- Loss or **damage** occurring before cover starts or arising from an event that occurs before cover starts.
- Loss or **damage** caused by deliberate acts by **you** or any of **your** employees or staff
- Loss or **damage**, liability or expense directly or indirectly caused by or contributed to by or arising from
- Radioactive Contamination and Nuclear Assemblies
 - i Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- Biological and Chemical Contamination
- Biological or chemical contamination due to or arising from:
 - i terrorism; and/or
 - ii steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.
- Any loss, **damage**, expense, or legal liability directly or indirectly caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds

- Loss or destruction of or **damage** to any property, or any loss or expenses resulting or arising from, or any legal liability directly or indirectly caused by or contributed to by or arising from;
 - o computer viruses, erasure or corruption of electronic data;
 - o the failure of any equipment to correctly recognise the date or change of date.
- For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network
- Loss or **damage** or liability directly or indirectly occasioned by, happening through or resulting from any acts of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.
- Loss or **damage** or liability caused by deception other than by any person using deception to gain entry to **your** home
- Loss or **damage** or liability caused by loss of profit, business interruption or any economic loss of any kind
- Loss or **damage** that but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance
- Loss, **damage** or liability caused by or resulting from **property insured** being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority
- **Damage** cost or expense of whatsoever nature directly or indirectly arising from biological or chemical contamination and caused by any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
- This exclusion also excludes **damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism
- If **we** allege that by reason of this exclusion any **damage** cost or expense is not covered by this insurance the burden of proving the contrary will be **yours**
- In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect

How we settle your claim

If the property insured, sustains insured damage we will either pay you the value of the property insured at the time of damage or, at our option, pay you the cost of reinstating or replacing such property. We may require you to carry out reinstatement or replacement and pay when that takes place. Our liability is subject to all the terms of this policy.

Period of Insurance

The period for which this insurance is in force as shown in your schedule and any subsequent period for which we have accepted a premium

Cooling Off Period

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

Cancellation

We may cancel this insurance or any part of it by giving 14 days notice by recorded delivery letter to the correspondence address shown in the schedule. You will be entitled to a pro-rata refund of premium but not if you have made a claim during the current period of insurance.

You may cancel this insurance by giving written notice to your broker or insurance intermediary shown in your schedule. You may be entitled to a pro-rata refund of premium but not if you have made a claim during the current period of insurance.

Claims

To notify a possible claim, please refer to your schedule for claims contact details.

When notifying a claim, please provide your name, policy number, the name of your broker and full details of the loss or damage.

Complaints

Customer Service

Plum Underwriting and your broker 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 shown on your schedule.

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

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

Law Applicable to the Insurance

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 the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. Unless **we** agree otherwise the language of this insurance contract and all communications relating to it will be in English.