

# Elite Home Insurance Policy







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

#### For Sections:

- 1. Your Buildings
- 2. Your Contents including Fine Art, Antiques and Valuables
- 3. Your Legal Liability to the Public
- 4. Your Legal Liability to your Domestic Employees

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

## **For Sections:**

- 5. Identity Theft
- 6. Family Legal Costs
- 7. Home Emergency

the insurance is underwritten by Inter Partner Assistance SA under a facility managed by Arc Legal Assistance Ltd.

## **About your policy**

When selected this insurance provides cover for buildings, contents, liability to the public, liability to domestic employees, identity theft, family legal costs and home emergency. Accidental damage cover is provided automatically. Please refer to your policy schedule for your selected cover. Please contact your broker if you would like a copy of the policy wording.

The maximum amount that your insurer will pay is the sum insured shown within your policy schedule. It is important that the sum insured shown represents the full value of re-building/replacement of your home and/or contents.

## **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.

## **Buildings Cover**

Buildings are covered for loss or damage caused by:

- Fire, lightning, explosion, earthquake, or smoke
- Riot, civil commotion, strikes, violent disorder or labour/political disturbance
- Theft or attempted theft
- Impact by aircraft, rail or road vehicles or animals, falling of trees, branches, telegraph poles, lampposts, falling aerials
  or satellite dishes
- Storm and flood
- Escape of water or oil
- Subsidence, heave or landslip
- Accidental damage of sanitary fittings
- Accidental damage to underground services which you are legally liable for (this list is not exhaustive, please refer to the policy wording for full details of cover).

## **Significant Features & Benefits**

## **Buildings Cover also includes:**

- Accidental damage cover as standard
- Up to £5,000 towards the cost of alterations to the home due to a physical injury to you caused directly by a sudden and unforeseen accident
- Up to £2,500 for damage to your garden (£250 for any one plant, tree or shrub)
- Up to £5,000 to trace a leak of water, oil or gas from any domestic water or heating installation within the home
- Up to £5,000 for the reasonable and necessary cost of alternative accommodation if you are denied access to your home
  by a Public Authority due to any danger from neighbouring property as a result of an event, which would have been
  covered under this insurance had your home been damaged

(this list is not exhaustive, please refer to the policy wording for full details of cover).

#### Contents are defined as:

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

#### **Contents Cover**

Contents are covered for loss or damage caused by:

- Fire, lightning, explosion, earthquake, or smoke
- Riot, civil commotion, strikes, violent disorder or labour/political disturbance
- Theft or attempted theft
- Impact by aircraft, rail or road vehicles or animals, falling of trees, branches, telegraph poles, lamp posts, falling aerials or satellite dishes
- Storm and flood
- Escape of water or oil
- Subsidence, heave or landslip (this list is not exhaustive, please refer to the policy wording for full details of cover).

#### **Contents Cover also includes:**

- Accidental damage cover as standard
- Worldwide cover as standard
- Up to £5,000 in total for valuables unless a higher limit is shown in your schedule of insurance
- Up to £2,500 for any one claim for watercraft including their furnishings, equipment and out of board motors
- Up to £10,000 for fraudulent use of your bank cards (this list is not exhaustive, please refer to the policy wording for full details of cover).

## **Policy excess**

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

## **Legal Liability to the Public**

We will cover you up to a total of £5,000,000 plus costs and expenses

- as owner or occupier for any amounts you become legally liable to pay as damages for bodily injury or damage to property
  caused by an accident happening at the home during the period of insurance
- as a private individual for any amounts you become legally liable to pay as damages for bodily injury or damage to property caused by an accident happening anywhere in the world during the period of insurance.

## **Legal Liability to your Domestic Employees**

We will cover you for any amounts you become legally liable to pay as damages for accidental bodily injury to your domestic employees (employed by you in connection with the home named in the schedule of insurance) plus costs and expenses incurred by you with our written consent for damages in respect of accidental bodily injury occurring during the period of insurance anywhere in the world, up to £10,000,000 in total.

## **Significant Features & Benefits**

## **Identity Theft**

We will cover you for:

- Costs to deal with organizations that have been fraudulently applied to in your name or which are seeking monies from you arising from an identity fraud
- Costs in order to liaise with credit referencing agencies and other relevant organizations following an identity fraud
- Costs to defend your legal rights, including the removal of County Court Judgments arising as a result of identity fraud.

#### **Family Legal Costs**

We will cover Legal and Accountancy costs of up to £75,000 per claim.

Legal costs to pursue:

- Contract claims against a person/organization providing defective goods or services
- Personal Injury claims against the responsible person/organization
- An action before an employment tribunal for breach of your contract of employment
- Actions for nuisance or trespass relating to your home
- Actions against parties causing physical damage to your home.

## Legal costs to defend:

- Criminal prosecutions arising from road traffic offences
- Contract claims brought by a person to whom private goods have been sold.

Accountancy fees to deal with an Inland Revenue Enquiry into your PAYE tax position.

Legal advice service available 24/7.

#### **Home Emergency**

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

## **Domestic Emergency**

- Advise you how to protect yourself and the property immediately.
- Organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out the emergency repairs or, if at a similar expense, a permanent repair.

#### Accommodation

In the event that your property is uninhabitable and remains so overnight we shall, at your request, arrange and pay up to £100, including VAT, in total for your overnight accommodation and/or transport to such accommodation.

## **Significant Conditions**

- You must tell us at least 30 days before 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 of any changes to material facts that will affect the assessment of risk and the premium charged
- You must tell us immediately if you stop using the home as your permanent private residence or leave the home unoccupied for more than 60 consecutive days.

## Significant or Unusual General Exclusions or Limitations

- Damage caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure
- Loss or damage caused by deliberate acts by you or any of your employees
- 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.

# Significant or Unusual Sectional Exclusions or Limitations

For full details of policy exclusions please refer to the policy wording.

## **Buildings**

- Loss or damage caused by theft, attempted theft, vandalism, malicious or accidental damage whilst the home is unoccupied for more than 60 consecutive days
- Loss or damage to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the home, by storm, flood, frost, falling trees or weight of snow
- Loss or damage caused by subsidence, landslip or heave to tennis courts, swimming pools, domestic oil or gas tanks, septic
  tanks, paved terraces, ornamental fountains and ponds, drives, patios, paths, walls, gates and fences unless your home is
  also affected at the same time by the same event.

#### **Contents**

- Loss or damage caused by theft, attempted theft, vandalism, malicious or accidental damage whilst the home is unoccupied for more than 60 consecutive days
- Loss or damage caused by 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
- Loss or damage to pedal cycles while left unattended while away from the home unless it is locked to an immovable object or kept in a locked building at the time of the theft.

#### Legal liability to the Public

- Any damage to property belonging to you in your care or in the care, custody or control of any person in your service
- Any liability which you have assumed under a contract
- Any liability in Canada or the USA after the total period of stay in either or both countries has exceeded 60 days in any one period of insurance.

## **Legal liability to your Domestic Employees**

- Any liability arising from the ownership, operation or possession of any mechanically-propelled vehicle (except domestic gardening equipment)
- Any liability arising from the ownership or possession of any dog designated dangerous under the terms of the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs (Amendment) 1997 or any amending legislation
- Costs and expenses incurred by you without our written consent.

## **Identity Theft**

This insurance covers the legal costs incurred by our panel solicitors. The insured is not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.

It is a key condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted.

In summary there is no cover for:

- Claims which arise, or where proceedings are brought outside of Great Britain, Northern Ireland, The Channel Islands and The Isle of Man
- Costs incurred without our prior consent
- Claims arising from a dispute between persons insured under this policy
- Costs covered by another insurance policy
- Fines or penalties.

The insured must deny having entered into any disputed contracts and allege that an identity fraud has occurred.

## **Significant or Unusual Sectional Exclusions or Limitations**

## **Family Legal Costs**

This insurance covers the legal costs incurred by our panel solicitors. The insured is not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.

It is a key condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted.

In summary there is no cover for:

- Claims which arise, or where proceedings are brought outside of Great Britain, Northern Ireland, The Channel Islands and The Isle of Man
- Costs incurred without our prior consent
- Claims arising from a dispute between persons insured under this policy
- Costs covered by another insurance policy
- Fines or penalties.

## **Home Emergency**

- Claims which are not notified via the 24 helpline in the first instance
- Conditions which you were aware of prior to entering into this contract
- Day to day maintenance at the property or replacement of items which wear out over a period of time
- Replacement of cylinders, tanks, radiators and sanitary ware
- Burst or leaking flexible hoses which can be isolated or leaking washing appliances
- Boilers over 15 years old or boilers or heating systems that have not been professionally inspected or serviced within the
  preceding 12 months
- Failure of boiler or heating between May to August inclusive
- External water supply pipes
- Damage to boundary walls, hedges, fences or gates.

## **How We Settle Your Claim**

**Buildings** - We will pay for 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** - 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 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. 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 12 months. 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 within 14 days of either the date you receive your insurance documentation or the start of the period of insurance, whichever is the later.

## Cancellation

We may cancel this insurance or any part of it by giving 30 days notice by recorded delivery to the address stated in your schedule of insurance. You will be entitled to a pro-rata refund or premium but not if you have made a claim during the current period of insurance. You may cancel the insurance by giving written notice to your broker shown in your schedule of insurance. You may be entitled to a pro-rata refund of premium but not if you have made a claim in the current period of insurance.

## 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 insurance 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 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

All underwriters 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 on their website: www.fscs.org.uk

# Law Applicable to the Insurance

The parties are free to choose the law applicable to the insurance contract. Unless specifically agreed to the contrary the 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 the insurance contract and all communications relating to it will be in English.

©2011 Plum Underwriting Ltd, all rights reserved. Plum Underwriting Ltd is authorised and regulated by the Financial Services Authority No 309166 ELT/0111/KF

