

Flex 2015 - What's changed?

REPUBLIC OF IRELAND

Policy Wording Reference: FLXI/0115/PW

The Flex 2015 policy wording, the 'Flex 2015 What's Changed' document, Key Facts and Product Summary and all previous versions are available to download as PDF documents from the Plum Underwriting Ltd website as follows:

<http://www.plum-underwriting.com/document-centre/>

This document tells **you** what has changed in the Flex 2015 **policy** wording from the 2014 version. The changes may or may not affect **you**, but please ensure that **you** read, understand and consider against **your** own personal circumstances and if **you** are not clear about anything and how it will affect **you** speak to **your broker or insurance intermediary** immediately.

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Contents Page

The claims section has been amended to 'How to make a claim' previously 'How to notify a claim'

Your Policy documentation – Page 2

1. Spelling mistake corrected.

This could result in a claim not **being** paid under this insurance.

2. Correct Information and Changes in Circumstances Section

The action for treating your policy if it never existed for fraud has changed in line with the UK Financial Conduct Authority expectation and we have therefore removed the fraud from this section as shown below and is dealt with under the cancellation section.

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

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

Cooling Off & Cancellation – Page 3

1. **We** have clarified the process for cancellation of **your policy** as follows:

- When **you** want to cancel **your policy** **you** must notify **us** via **your broker and insurance intermediary**.
- If **we** want to cancel **your policy** **we** will notify **you** in writing via **your broker or insurance intermediary**.
- If **we** cancel **your policy** **we** will detail the reason in **our** written notice to **your broker or insurance intermediary**.

2. The fraud examples of cancellation has been amended as follows:

- 6. If **you** have ~~been in any way acted~~ fraudulent **in any way**.

3. **We** have corrected some numbering to the cancellation section

4. **We** have now introduced a clear action following a fraudulent claim under the cancellation section:

3. Cancellation by **us** following a fraudulent claim

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act.

5. Section 4 - Premium Refund following cancellation of **your policy**.

We have removed the reference and use of a alternative cancellation condition in **your schedule**.

Customer Services & Complaints Procedure – Page 4

Wording now refers to **your schedule** for details of the complaints procedure and the Financial Ombudsman Service.

How to make a claim – Page 5

Previously this section was name 'How to notify a claim'
The section has been re-worded for style and clarity only.

New definitions – Pages 6,7,8 & 9

The following **NEW** definitions have been included to ensure clarity of **your policy**, however please ensure that **you** read, understand and consider against **your** own personal circumstances.

Home business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

Home business contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

Rebuilding expenses

- Necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

Students and boarders possessions

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

Swimming pools

Swimming pools which are permanently installed.

Amended definitions – Pages 6,7, 8 & 9

The following definitions have been **AMENDED**, please ensure that **you** read, understand and consider against **your** own personal circumstances.

If **you** are not clear about any of the changes in definitions or **your** circumstances change and **you** are unsure how this will affect **your policy** always speak to **your broker or insurance intermediary**.

1. Accidental Damage Definition

Previously defined as: 'Damage caused suddenly and as a result of an external, visible and violent cause'.

For clarity **we** have now defined as:

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

2. Buildings Definition

We have introduced a **NEW** definition for swimming pools and this now forms part of the buildings definition as follows:

Buildings

- the **home** and its decorations
- fixtures, fittings and fitted appliances attached to the **home**
- **permanently installed swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named in the **schedule**

3. Contents Definition

We have updated the **contents** definition to simplify and clarified the **valuables** limit particularly in respect of pictures and works of art which are not limited as long as **you** have included in **your general contents sum insured**. Additionally we have automatically included electric wheelchairs and powerchairs within **contents**.

Contents includes:

- tenant's fixtures and fittings
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to €1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** up to €500 in total
- **credit cards** up to €500 in total
- deeds and registered bonds and other personal documents up to €1,500 in total
- stamps or coins forming part of a collection up to €2,500 in total
- ~~precious metals, gemstones, jewellery, watches and furs up to €2,500 within the private dwelling (precious metals means gold, silver and platinum, including gold and silver plate)~~
- **valuables** up to €2,500 other than pictures and works of art which are covered up to the **contents sum insured**.
- gold, silver and platinum, including gold and silver plate)
- pedal cycles up to €500 in total per claim
- **contents** in garages and outbuildings up to ~~€2,000~~ €2,500 in total per claim

Contents does not include:

- motor vehicles (other than domestic gardening equipment or motorised mobility scooters, **electric wheelchairs and powerchairs**), caravans, trailers or watercraft
- or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes **other than your home business contents**
- any property insured under any other insurance
- land or water

4. Endorsement

We use **endorsements** to modify the standard **policy** wording under individual clients circumstances. The definition of **endorsement** has been amended to reflect the use of **endorsements** and to ensure **you** are clear to the meaning.

Endorsement

A change in the terms and conditions of this insurance **that can extend or restrict cover**.

5. Money

A minor change to reflect normal everyday language, gift tokens are amended to gift vouchers as shown below:

Money

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift ~~tokens~~ **vouchers**
- electronic cash pre payment cards
- travel and seasonal travel tickets

all held for private or domestic purposes.

6. Personal possessions

We have included camping equipment within **personal possessions**, this is for clarification and would have previously been accepted as **personal possessions** although not specifically mentioned.

We have also taken the opportunity to clarify how **money** and **credit cards**, **pedal cycles** and **valuables** interact with some very basic cover we automatically provide under **contents** and the extended covers that are available as additional options.

Personal Possessions

Clothing, baggage, sports equipment, **camping equipment**, MP3 players, mobile phones, hand held gamers, cameras, portable DVD and BluRay players, laptops, e-readers, tablets and other personal property that is designed to be worn or normally carried about the person and all of which belong to **you**.

Personal possessions does not include:

- ~~Money and credit cards~~
- ~~Pedal cycles~~
- ~~Valuables~~

Money & Credit Cards

*These are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 8 – Money & Credit Card Cover' which extends cover to outside of the **home** up to **your** chosen **sum insured**.*

Pedal Cycles

*Pedal cycles are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 7 – Pedal Cycle Cover' which extends cover to outside of the **home** up to **your** chosen **sum insured**.*

Valuables

***Valuables** are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 5 – Valuables & Personal Possessions Cover' which extends **your valuables** cover to all risks and away from the **home** other than for Precious Metals and Pictures and Works of Art which are extended to all risks but at **your premises** only.*

*Please refer to 'Section 5 – Valuables & Personal Possessions Cover' of **your schedule** for exact cover and limitations.*

7. Unoccupied

The definition has been amended to simplify and clarify:

Unoccupied

When the **home** is:

- ~~without sufficient furniture for day to day living purposes, or~~
- ~~sufficiently furnished for day to day living purposes but has not been lived in by **you** (or a person **you** have authorised) for more than 30 days~~

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than 30 consecutive days.

General Conditions – Pages 10 & 11

1. Condition No. 4. Index Linking

We do not index link **your valuables** or **your personal possessions sums insured**. This was not clear in our previous Flex policy wording so the index linking condition has been amended to say that they are not included in the **contents** index linking that we apply annually.

Please therefore ensure that **your valuables** and **personal possessions sums insured** are reviewed at least annually and increased in line with current replacement costs and any acquisitions **you** make during **your period of insurance**.

2. Condition No. 5. Fraud Prevention

As previously detailed in this 'What's Changed' notice, **we** have removed the action of treating a **policy** as if it never existed in the event of fraud. This action has been replaced by cancellation action as detailed under the 2015 cancellation condition also detailed in this notice.

We have therefore removed the following line from the Fraud Prevention Condition:

~~If a claim is fraudulent in any respect this insurance will become invalid.~~

3. **NEW** Condition No. 9. Fraudulent Claims

This is a new condition and works along side the cancellation section on page 3 of the 2015 Flex Policy Wording giving clarity to when we will cancel a policy following fraud.

9. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect **we** will cancel this **policy** from the date of the fraudulent act.

We will seek to recover any payments from **you** which **we** have already made in respect of the fraudulent claim.

This action will not affect any previous claims unless the fraudulent act took place before any previous claims in which case the **policy** will be cancelled from the date of the fraudulent act and therefore no cover exists after this date and **we** will seek to recover any payments from any previous claims which **we** paid **you** on or after the date of the fraudulent act.

4. **NEW** condition No. 10. No Claims Discount

Whilst this is a new condition, it simply confirms to **you** how **we** deal with no claims discounts under **your** policy:

10. No Claim Discount

If **you** make a claim under **your** policy **we** will reduce **your** no claim discount at the renewal date of **your** policy.

If **you** do not make a claim under **your** policy **we** will increase **your** No Claim Discount at the renewal date of **your** policy until **you** reach a maximum of 5 years.

General Exclusions – Pages 12 & 13

1. The use of the words 'directly or indirectly'

The Financial Conduct Authority (FCA) in the UK has expressed its dissatisfaction with the term 'directly or indirectly' in a consumer policy and therefore we have removed this terminology throughout the general exclusions.

1. Any loss or damage

- that is not ~~directly~~ associated with the incident that caused **you** to claim unless expressly stated in this **policy**

2. Loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature ~~directly or indirectly~~ caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. 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.

4. **We** will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature ~~directly or indirectly~~ caused by or contributed to by or arising from:
 - i. computer viruses, erasure or corruption of electronic data;
 - ii. 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 unauthorised 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 of whatsoever nature.

5. Loss or damage or liability ~~directly or indirectly~~ occasioned by, happening through or in consequence of:

- war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 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.

~~directly or indirectly~~ caused by or contributed to by or arising from biological or chemical contamination due to or 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**.

2. Examples of General Exclusions

Also in line with the UK Financial Conduct Authority (FCA) **we** have included some examples of some of the usual exclusions to the **policy** such as wear and tear and mechanical and electrical breakdown.

Examples of Wear & Tear

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets

Examples of Mechanical & Electrical Breakdown

- Electrical failure of an electrical components in televisions, computers etc
- Mechanical failure of a clock mechanism

3. Security of the home

We have introduced a new general exclusion number 9 which essentially is ensuring **you** protect **your home** by ensuring that physical security such as locks and bolts are maintained and in working order. In addition if **you** leave the **home unoccupied we** expect that the **home** is secured using the physical security installed.

The full wording of the new general exclusion is as follows:

9. We will not pay any claim for loss or damage resulting from unauthorised entry into the home when the premises are unoccupied unless the security of the home is:

- Maintained in good working order throughout the **period of insurance**
- In full and effective operation when the **premises is unoccupied**

Claims Conditions – Pages 14 & 15

This section has been updated to ensure clarity of the what you need to do so we can deal with your claim quickly and efficiently. Most of the changes are style, however we have split the section into two as follows:

1. Your duties in the even of a claim – Things you need to do

This section is largely unchanged and only includes style changes other than the following condition:

Abandonment Condition

The term 'abandonment' was not considered clear and have now reworded the condition. The previous condition was as follows:

11. Abandonment

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

We have now re-written the condition as follows:

j) Your Property

Your property shall remain yours at all times. We shall not take ownership of or accept liability for any of your property unless we agree with you in writing that we shall do so.

2. How we deal with your claim

This section splits out the claims conditions that apply to **us** and how **we** deal with **your** claim. Again this is mainly style but **we** have included the following new conditions which are both positive towards **you** as the policyholder:

a) Payment of claims

Subject to **you** complying with ‘1. Your duties in the event of a claim’ as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim within a reasonable time, allowing for investigation and assessment of the claim.

This is emphasising our commitment to pay genuine claims quickly but recognising that sometimes we do need time to understand the circumstance of what happened.

e) Excess

If **your** claim is in respect of a single event and **we** are paying **you** under multiple sections of **your policy** then **we** will only deduct the highest **excess** of those sections rather than deducting each **excess** under each section.

This new condition recognises that some claims cross more than one **policy** section and **we** will now be only applying the highest **excess** rather than all **excesses** that apply to all the sections that apply to any claim.

Section 1 – Buildings – Pages 16 to 20

1. The use if the words ‘directly or indirectly’

As noted in the General Exclusions section above, the Financial Conduct Authority in the UK has expressed its dissatisfaction with the term ‘directly or indirectly’ in a consumer policy and therefore we have removed this terminology throughout Section 1 – Buildings.

2. New Definitions

The new definition ‘Swimming Pools’ has been included.

3. Changes in Cover

Loss of Metered Water – Additional Cover E – Page 18

Loss of Metered Water – This has been increased from €750 to €1,000

Replacement Locks – Additional Cover I – Page 19

The following NEW additional cover section applies in the 2015 policy wording:

What is covered	What is not covered
	We will not pay
I – Replacement Locks Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys.	a) any amount over €2,500 in any period of insurance . If you claim for such loss under sections one and two, we will not pay more than €2,500 in total

Escape of Water – Page 16

Cause 4 ‘Escape of water from or frost damage to fixed water tanks, apparatus or pipes’ include the following NEW exclusion: **We** will not pay – a) **for loss or damage due to the lack of grouting or sealant.**

Subsidence/Heave/Landslip – Page 17

Cause 9 ‘loss or damage to buildings caused by subsidence or heave of the site on which the buildings stand or landslip’ **We** will not pay – f) **for loss or damage** arising from ~~defective design~~, defective materials or faulty workmanship.

Accidental Damage to Services – Page 18

Additional Cover B – ‘Accidental Damage to Services’ is AMENDED as follows:

~~The cost of repairing:~~ **We will pay for accidental damage to:**

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which you are legally ~~liable~~ responsible for and which provide services to or from your home.

Accidental Damage to the Buildings (Optional cover – your schedule will detail if you have this cover) – Page 20

<p>This extension covers accidental damage to the buildings</p>	<p>We will not pay</p>
	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section one. b) for the buildings moving, settling, shrinking, collapsing or cracking. c) for damage while the home is being altered, repaired, cleaned, maintained or extended. d) for damage while the home is lent, let or sublet. d) for the cost of general maintenance and routine redecoration e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost. f) for damage from mechanical or electrical faults or breakdown. g) for damage caused by dryness, dampness, extremes of temperature or exposure to light. f) for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks. g) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination. h) for damage caused by chewing, tearing, scratching or fouling by animals your pets. i) for damage arising from faulty design, specification, workmanship or materials.

5. Style Changes

There are various amended words that are about style and presentation and do not affect the cover in any way.

We have re-written Section C – Loss of Rent/Alternative Accommodation section. There is no change to the cover the section was re-written for clarity and to ensure understanding of the cover being provided:

C - Loss of Rent/Alternative Accommodation

~~Loss of rent **you** would have received but are unable to recover as a result of the **home** being made uninhabitable as a direct result of damage insured under this section.~~

The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 1 – Buildings – Standard Cover.

~~The cost of alternative accommodation substantially the same as **your** existing accommodation, necessarily incurred by **you** if **your home** is made uninhabitable as a direct result of damage insured under this section.~~

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 1 – Buildings – Standard Cover

1. How we deal with your claim

We have amended this section to reflect how we deal with claims, text in red shows the changes:

How we deal with your claim

1. If **your** claim for loss or damage is covered under section one, **we will at our option** pay the ~~full~~ costs of repairing or rebuilding as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage and
- the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
- the damage has been repaired or loss has been reinstated.

2. Pair/Set/Suite or Part of a Common Design

This section has been changed and increased to reflect what we have seen from the Financial Ombudsman Service:

2. **We** will pay up to ~~25%~~ 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown in **your schedule**.

Section 2 – Contents – Pages 21 to 25

1. The use of the words ‘directly or indirectly’

As noted in the General Exclusions section above, the Financial Conduct Authority (FCA) in the UK has expressed its dissatisfaction with the term ‘directly or indirectly’ in a consumer policy and therefore we have removed this terminology throughout Section 2 – Contents.

2. Subsidence/Heave/Landslip

Cause 9 ‘loss or damage to buildings caused by subsidence or heave of the site on which the buildings stand or landslip’

We will not pay – f) ~~for loss or damage~~ arising from ~~defective design~~, defective materials or faulty workmanship.

3. Accidental Damage to Electronic Equipment

This section has been updated to include the type of electronic equipment that is popular today such e-readers, MP3 players and hand held gamers.

4. Contents temporarily away from your home

This section has been re-written for clarity and style. The following changes that **you** should consider are as follows:

- The maximum amount **we** will pay under this extension is €10,000. Previously it was 20% of **your contents sum insured**
- This section no longer includes contents whilst studying at university, boarding school or college. This is now covered under a new section N – Students & Boarders Possessions (up to €5,000)

5. ‘Loss of Rent’ is now called ‘Rent Owed’

There is no reduction of cover and the section has been re-written for clarity.

6. Alternative Accommodation

This section has been re-written for clarity.

There is a new exclusion which was not expressly included previously which is that payment stops after the property has been reinstated and is ready for habitation.

7. Tenants Liability

This section has been re-written for clarity. There is no change to the cover provided.

8. Fatal Injury

This section has been re-written for clarity. There is no change to the cover provided.

9. Replacement Locks

This cover has INCREASED from €1,000 to €2,500.

Section 2 – Contents – Pages 21 to 25 – Continued...

10. N – Students & Boarders Possessions (Page 24)

This is a NEW section and removes the cover from the 'Contents temporarily away from the home'
The maximum **we** will pay under this section is €5,000.

Please ensure **you** consider this amount is adequate as previously the **sum insured** under 'Contents temporarily away from the home' was 20% of **your contents sum insured**.

11. O - Household Removals (Page 24)

This is a NEW section covering **your contents** while they are being permanently removed from **your home** or any other private property **you** are going to live including while they are being temporarily stored for up to 72 hours.

12. P – Home Business Contents (Page 24)

This is a NEW section cover **Home Business Contents** (as defined) up to €5,000.

13. Q – Guests, Visitors & Domestic Employees Personal Effects (Page 24)

This is a NEW section covering effects that are not insured elsewhere up to €500.

14. Accidental Damage to the Buildings (Page 24)

(Optional cover – your schedule will detail if you have this cover).

The cover has been amended as follows:

What is covered	What is not covered
This extension covers accidental damage to the contents within the home premises	We will not pay
	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section two. b) for damage to contents within garages and outbuildings. b) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. c) for damage caused by chewing, tearing, scratching or fouling by animals-your pets. d) any amount over €1,000 in total for porcelain, china, glass and other brittle articles. d) for money or credit cards, documents or stamps. e) for damage to contact, corneal or micro-corneal lenses. e) for damage while the home is lent, let or sub let. f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost. g) for damage from mechanical or electrical faults or breakdown. i) for damage caused by dryness, dampness, extremes of temperature and exposure to light. g) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination. h) for loss or damage arising from faulty design, specification, workmanship or materials.

Section 2 – Contents – Conditions that Apply to this Section Only – Page 26

1. Pair/Set/Suite or Part of a Common Design

This section has been changed and increased to reflect what we have seen from the Financial Ombudsman Service:

2. **We** will pay up to ~~25%~~ **50%** of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown in **your schedule**.

Section 3 – Accidents to Domestic Staff – Page 27

1. The use of the words 'directly or indirectly'

As noted in the General Exclusions section above, the Financial Conduct Authority (FCA) in the UK has expressed its dissatisfaction with the term 'directly or indirectly' in a consumer policy and therefore we have removed this terminology throughout Section 3 – Accidents to Domestic Staff.

2. What is not covered

What is not covered has been updated as follows:

We will not pay **you** for **bodily injury** arising ~~directly or indirectly~~

a) in Canada or the United States of America after the total period of stay ~~in either or both countries~~ has exceeded 30 days in the **period of insurance**.

b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment ~~or motorised mobility scooters, electric wheelchairs and powerchairs~~)

Section 4 – Legal Liability to The Public – Pages 28 to 30

1. The use of the words 'directly or indirectly'

As noted in the General Exclusions section above, the Financial Conduct Authority (FCA) in the UK has expressed its dissatisfaction with the term 'directly or indirectly' in a consumer policy and therefore we have removed this terminology throughout Section 4 – Legal Liability to the Public.

2. What is not covered

Exclusion a)

The wording has been clarified to replace 'engaged in **your** service' with 'employed by **you**' as follows:

a) We will not pay for any liability for bodily injury to any person who at the time of sustaining such injury is ~~employed by you engaged in your service~~ **employed by you**

Exclusion f)

The wording has been amended in line with the new home business extension:

~~f) arising directly or indirectly out of any profession, occupation, business or employment.~~ arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of **your home as an office for non manual work in connection with your home business**

Exclusion i)

This is updated to recognise electric wheelchairs and powerchairs:

i) any motorised or horsedrawn vehicle other than:

- domestic gardening equipment used within the **premises**
- pedestrian controlled gardening equipment
- used elsewhere and
- motorised mobility scooters, ~~electric wheelchairs and powerchairs~~

Section 5 – Valuables & Personal Possessions – Page 21

1. **The limit in respect of** theft or disappearance of property from any unattended vehicle has been increased from €500 to €2,000 in line with market commonality.

2. Exclusion J – Theft from Unattended Vehicles.

This has been re-written as follows:

What is not covered

We will not pay

Section 5 – Valuables & Personal Possessions – Page 21 – Continued...

j) for theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/parcel shelf that is locked and forcible and violent entry is used to break into the vehicle

Previously stated as follows:

What is not covered

We will not pay

j) for any theft or disappearance of property from any unattended vehicle unless hidden out of sight or in the vehicle's locked glove compartment or boot, and damage is caused to enter the vehicle.

3. Exclusion K (Previously I) – Animals.

What is not covered

We will not pay

k) for damage caused by chewing, tearing, scratching or fouling by **animals your pets**.

4. New Exclusion I –

Your schedule has always restricted precious metals, pictures and works of art to **your premises** only, however this was not clear in the **policy** wording. The following exclusion is now in the 2015 **policy** wording to confirm the intention of the cover and to link the cover as detailed in **your schedule**.

What is not covered

We will not pay

l) for loss or damage to precious metals, pictures and works of art which occurs outside **your premises**.

Section 6 – Domestic Freezer Cover – Page 32

There are no changes to this section

Section 7 – Pedal Cycle Cover – Page 32

If a pedal cycle is stolen, we needed to ensure that the wording was clear that the expectation is that the pedal cycle is locked to an immovable object when it is left unattended and therefore the exclusion has been re-worded as follows for clarity:

We have REMOVED the following exclusion:

What is not covered

We will not pay

b) for damage from mechanical or electrical faults or breakdown.

We have UPDATE the following exclusion:

We will not pay

d) to replace a stolen cycle **which has been left unattended** unless it was locked to an immovable object or kept in a locked building at the time of the theft.

Section 8 – Money & Credit Card Cover – Page 33

There are no changes to this section

End of 'Flex 2015 - What's changed?' Document.

IMPORTANT: If **you** are not clear about anything and how it will affect **you** speak to **your broker or insurance intermediary** immediately.

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