

What's Changed PropertyWorks Insurance Policy 2018

For UK Commercial Building Works insurance policy wording reference: PWK/0118/PW

The Policy Wording, What's Changed document, Client Policy Summary, Broker 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/>

The following document demonstrates any significant differences to the conditions of the policy and the cover between the 2017 policy wording, with a wording reference of PRE/0117/PW, and the 2018 policy wording, with a wording reference of PRE/0118/PW.

They 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.

Your Policy Documentation – Page 1

1) The following section has been added:

Policy Fees

Plum Underwriting Ltd apply fees to administer all Plum policies. Full details regarding our policy fees can be found on your schedule and policy summary.

Please note that should you choose to cancel your policy within the 'Cooling-Off Period', the new business/incepting of cover fee will be refunded to you and no cancellation fee will be charged. Please see the 'Cooling Off & Cancellation' section within the policy wording for full details.

Cooling off and Cancellation – Pages 2 & 3

1) The following changes have been made to this section:

Cancellation

1. Cancellation of your policy by you:

You may cancel this policy at anytime by notifying us through your broker or insurance intermediary in writing, by email or by telephone.

Your broker or insurance intermediary contact details are shown on your schedule.

2. Cancellation of your policy by us:

We may cancel this policy or any part of it if there are serious grounds to do so by giving you 30 days written notice through your broker or insurance intermediary detailing the reason for cancellation by recorded delivery to the correspondence address stated on your schedule.

We will detail the reason for the cancellation in our written notice to your broker or insurance intermediary. Examples of where we would cancel your policy are as follows:

1. Where Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow **24 30** days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- ~~4. **You have deliberately misrepresented any information given to us.**~~
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
6. If **you** have acted fraudulently in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

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 and **we** will retain 100% of the premium.

4. 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 **less the policy fee** 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 and always subject to the **current period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

Customer Services & Complaints Procedure – Page 3

1) The following changes have been made to this section:

Financial Ombudsman Service

Complaints that Plum Underwriting Ltd or **insurers** cannot resolve may be referred to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

You can refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date **your** complaint was received by the parties detailed in the complaints procedure shown on **your schedule** or if **you** are unhappy with the decision following **your** complaint.

If you would like to refer your complaint to the Financial Ombudsman Service, you must do so within 6 months from the date you receive the final response about your complaint from Plum Underwriting Ltd or the insurer.

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers. Free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 (0)207 964 1000 0500

Fax: +44 (0)207 964 1001

Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website www.financial-ombudsman.org.uk.

The complaint procedure does not affect **your** right to take legal action.

How to Make a Claim – Page 6

1) The following changes have been made to this section:

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section ‘How to Make a Claim’ on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to pages 14 and 15 to the ‘Claims Conditions’ section of this **policy** wording as well as the individual sections of cover which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

Definitions – Words with Special Meanings – Pages 7-10

1) The following ‘Definitions – Words with Special Meanings’ have been updated:

Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including **any malware or** a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

Period of Insurance

The length of time the insurance is in force as shown on **your schedule** ~~and for which you have paid, and we have accepted a premium.~~

Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

~~The policy wording as referenced by the policy wording reference in your schedule, your schedule including any endorsement(s).~~

General Conditions – Pages 11-13

1) The following conditions have been replaced/amended:

2. Your Duty of Care

You must take all reasonable steps to:

- ensure the safety of the **risk address**
- prevent accidents and comply with all statutory obligations and to maintain the **contract works**, machinery, plant and **existing structure** in good condition and repair
- select **registered contractor(s)** who are experienced in carry out the **contract works** they will be undertaking as defined in the **contract**.
- remedy any defect or danger as soon as it is discovered and take any necessary precautions
- prevent any circumstances arising or cease any activity which may give rise to a claim under the **policy**

If **you** do not, **we** will not be liable to pay any related claim.

6. Assignment

You cannot transfer your interest in this **policy** to anyone else without our written agreement.

6. Premium Payment

We will not make any payment under this **policy** unless you have paid the premium.

10. Risk Management Survey

Where the total of the **existing structure sum insured** and the **contract works sum insured** is greater than or equal to £2,500,000 **we** may speak to your **broker or insurance intermediary** to arrange a mutually agreeable date and time to visit the **risk address** with you or your representative to undertake a risk management survey free of charge.

We may at our discretion offer this service to you if your **existing structure sum insured** and **contract works sum insured** is less than £2,500,000. Where we do, we will speak to your **broker or insurance intermediary** to arrange a mutually agreeable date and time to visit the **risk address** with you or your representative.

The risk management survey will be conducted by a qualified risk engineer and we will insure the **risk address** in accordance with the terms described on your **schedule** from the start of the period of insurance until the date we tell your **broker or insurance intermediary** about the results of the risk management survey.

Your **broker or insurance intermediary** will then write to you to confirm that the insurance will continue on the current terms if the risk management survey is satisfactory, or to tell you if we require you to carry out any additional requirements. Your **broker or insurance intermediary** will then tell you the timescales within which you must carry out any additional requirements.

If we consider the risk management survey to be unsatisfactory, or if you do not or will not carry out the stated additional requirements, we have the right to immediately amend the terms of the insurance or the cancel the **policy**. If this is the case your **broker or insurance intermediary** will write to you giving you a minimum 7 days notice by recorded post to your correspondence address shown on your **schedule**.

General Claims Conditions – Pages 14 & 15

1) The following condition has been updated:

2. How we deal with your claim

e) Excess

In respect of a single event, if your claim is for loss or damage under more than one section of your **policy**, we will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections you are claiming under.

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.

General Exclusions – Pages 16 & 17

1) The following exclusion has been updated:

1. Any loss, damage or liability:

- that is not associated with the incident that caused **you** to claim
- **that commenced before cover starts** ~~occurring before cover starts or arising from an event before cover starts~~
- caused by ~~deliberate~~ **wilful** acts by **you** or any of **your** employees
- caused by deception other than by any person using deception to gain entry to the **property**
- caused by loss of profit, business interruption or any economic loss of any kind other than covered under section 1 special extension 6 – Advanced Loss of Profits
- incurred to eliminate or reduce any consequential loss, loss of profit, business interruption or any economic loss of any kind
- caused by or resulting from the **risk address** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority, or any emergency service
- resulting from any **contract works** being undertaken at an open trench depth of 5 metres (16 feet 4.85 inches) below the normal ground level surrounding the **property**, unless **we** have agreed and accepted such **contract works** before such **contract works** commence and **your schedule** specifically states that this exclusion no longer applies
- where **contract works** cease for 90 continuous days unless expressly agreed by **us** in writing.
- where any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected
- caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown (unless occurring as a result of insured **accidental damage**), fault or failure.

Examples of wear & tear excluded under this policy include but are not limited to the following:

- Damp formed over a period of time
- Leaking guttering or drainage system due to age
- Failure of a flat roof due to age
- Worn out carpets.

Examples of mechanical & electrical breakdown excluded under this policy include but are not limited to the following:

- Electrical failure of an electrical component
- Mechanical failure of an engine.

Section 1 – The Property – Special Extensions – Pages 21-27

1) The following special extension has been amended:

What is additionally covered	What is not covered by each Special Extension We will not pay
<p>6. Advanced Loss of Profits</p> <p>We will pay you for financial losses incurred as a consequence of a delay in the anticipated commencement of commercial operations of the contract works as specified in the schedule arising from accidental damage to the risk address for which liability is admitted by us under section 1 of the policy.</p>	<p>a) more than the actual financial loss sustained by you. The maximum amount we will pay is the lesser of:</p> <ul style="list-style-type: none"> • £100,000 £250,000 or • the loss of anticipated profits suffered by you • the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or reducing the loss of anticipated profits which but for the additional expenditure would have taken place during the indemnity period but not exceeding the amount of the reduction in anticipated profits thereby avoided.

Works Proviso

Cover under this special extension shall be conditional upon insurance being in force under section 1 of the **policy** and for which liability is admitted by **us** for physical loss of or damage to insured property under section 1.

If no payment shall have been made or liability admitted by **us** solely due to the operation of any **excess** applicable to section 1 of the **policy** or by virtue of the application of special extension '12 - Rectification Period' of section 1 of the **policy** then this proviso shall not apply.

Professional Accountants Charges

We shall pay the reasonable costs of professional accountants incurred by **you** to produce information required by **us** for the purpose of investigating or verifying any claim under this special extension. Provided that professional accountants are regularly acting on behalf of **you** at the time of any claim.

Value Added Tax

To the extent that **you** are accountable to the tax authorities for Value Added Tax or similar tax all terms in this extension shall be exclusive of such tax.

CONDITIONS APPLICABLE TO THIS EXTENSION

Auditors Records and Certificates

Any particulars or details contained in **your** books of account or other business books or documents which may be required by **us** for the purpose of investigating or verifying any claim hereunder may be produced or certified by **your** auditors and their certificate shall be prima facie evidence of the particulars and details of which such certificate relates.

Maintenance of Records

In the event of physical loss of or damage to the **risk address** for which it is anticipated that a claim may be payable under this extension the **contractor(s)** involved in the **contract works** shall be instructed by **you** to keep a record of the delays which the **accidental damage** to the **risk address** causes in completing the **contract works** and of the other causes (insured or uninsured) which affect the subsequent course of the completion of the **contract works** and of the steps taken to minimise the delays.

b) for any sum saved during the **indemnity period** (that would have been payable out of **anticipated profits**) as may be reduced in consequence of the indemnifiable physical loss or damage.

Due Diligence

Loss of **anticipated profits** arising out of failure of **you** to use due diligence and dispatch and all reasonable means in order to resume the commercial operation of the **contract works** following indemnifiable physical loss or damage.

Deliberate Act of the Supplier

Loss of **anticipated profits** arising out of the deliberate act or omission of the electricity gas water or telecommunications utility supplier company or authority.

Non Availability of Funds

Loss of **anticipated profits** due to any delay caused by or resulting from the non-availability of funds.

Section 4 – Legal Helpline – Page 33

1) The following changes have been made to this section:

1. Legal Helpline

Use the 24 hour legal helpline advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** business.

The provider of the legal helpline advisory service is specified on **your schedule**.

Specialist lawyers are at hand to help **you** or if **you** need a lawyer or accountant to act for **you**.

Whilst this section does not provide legal expenses cover, the helpline may be able to offer **you** assistance under a private funding arrangement.

See **your** 'Section 4 – Legal Helpline' on **your schedule** for contact details.

2. ~~Law Assistance – Arc~~ Legal Document Service

As an addition to **your** legal helpline ~~service cover~~, **you** have access to ~~Law Assistance, an online~~ **our** legal document service.

This will provide **you** with:

- access to a range of ~~free~~ legal document ~~templates including wills~~
- a step by step walkthrough to assist **you** in completing the documents
- ~~access to a variety of additional family law documents which you can try for free before purchasing~~

The service can be accessed by visiting ~~www.lawassistance.co.uk/la/arc~~ **www.arclegal.co.uk/legaldocuments** where **you** can register **your** details using the voucher code available from **your broker or insurance intermediary**.

End of 'Propertyworks 2018 - What's changed?' Document.

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