

What's Changed Unoccupied Home Insurance Policy 2018

For Unoccupied Republic of Ireland home insurance policy wording reference: UNCI/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 UNCI/0717/PW, and the 2018 policy wording, with a wording reference of UNCI/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.

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 the following pages~~ **to the 'Claims Conditions section of this policy wording as well as the individual sections of cover** which explains **your** duties in the event of a claim and how **we** deal with **your** claim.

~~For Sections 1 to 4 please see pages 17 and 18.~~

~~For Section 5 please see page 42 and 43.~~

Definitions – Words with Special Meanings – Pages 7-9

1) The following 'Definitions – Words with Special Meanings' have been updated/added:

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.

Leaseholder's Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which you or previous occupiers have made as leaseholder for which you are responsible for insuring and are not covered by the freeholder's or any other insurance.

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 & 12

1) The following condition has been deleted & replaced:

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.~~

Conditions that Apply to the Buildings Section Only – Page 13

1) The following condition has been updated:

Your sum insured

~~1. We will not reduce the **sum insured** under section 1 after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.~~

~~2. If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings** we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.~~

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

Conditions that Apply to the Contents Section Only – Page 14

1) The following condition has been updated:

Your sum insured

~~1. We will not reduce the **sum insured** under section 2 after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.~~

2. If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents** of **your property** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.
For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents sum insured** was enough to replace the entire contents of **your property** as new, then **we** will pay up to 75% of any claim made by **you**.

General Exclusions – Pages 15 & 16

1) The following exclusion has been updated:

1. Any loss or damage:

- 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 where any member of **your** family or household is concerned as principal or accessory or any of **your** employees’.
- or liability caused by deception other than by any person using deception to gain entry to **your property**.
- caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
- caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

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

- 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 excluded under this policy include but are not limited to for example the following:

- Electrical failure of an electrical component in televisions or computers.
- Mechanical failure of a clock mechanism.

Claims Conditions – Pages 17 & 18

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.~~

Section 1 – Buildings – Bronze Additional Cover – Pages 21 & 22

1) The following additional cover has been updated:

This section of the insurance also covers	We will not pay
D – Sale of your Premises Anyone buying the premises will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is sooner.	a) if the buildings are more specifically insured under any other insurance b) any claim under any other the additional covers of this policy

Section 1 – Buildings – Silver Additional Cover – Pages 26 & 27

1) The following additional cover has been updated:

This section of the insurance also covers	We will not pay
D – Sale of your Premises Anyone buying the premises will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is sooner.	a) if the buildings are more specifically insured under any other insurance b) any claim under any other the additional covers of this policy

Section 1 – Buildings – Gold Standard Cover – Pages 31 & 32

1) The following cover has been increased:

This insurance covers the buildings for physical loss or damage caused by	We will not pay
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 in Section 1 – Buildings – Gold Standard Cover c) for loss or damage to domestic fixed fuel-oil tanks, swimming pools , hot tubs and ornamental fountains or ponds d) for loss or damage due to the lack of grouting or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total.
6. theft or attempted theft	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total b) for loss or damage resulting from theft or attempted theft from the property unless as a result of violent and/or forcible entry or exit.
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total.

Section 1 – Buildings – Gold Additional Cover – Pages 32-34

1) The following additional covers have been updated/added:

This section of the insurance also covers	We will not pay
E – Sale of your Premises Anyone buying the premises will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is sooner.	a) if the buildings are more specifically insured under any other insurance b) any claim under any other the additional covers of this policy
M – Security Expenses Costs incurred by you to: <ul style="list-style-type: none"> • refill fire extinguisher appliances • replace used sprinkler heads • reset fire, intruder alarms and closed circuit television equipment following loss or damage which is covered under Section 1 - Buildings – Gold Standard Cover. 	a) more than €5,000 any one claim.

Section 2 – Contents – Gold Standard Cover – Page 35

1) The following cover has been increased:

This insurance covers the contents for physical loss or damage caused by	We will not pay
4. escape of water from fixed water tanks, apparatus or pipes	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total b) for loss or damage due to the lack of grouting or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total.
6. theft or attempted theft	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total b) for loss or damage resulting from theft or attempted theft from the property unless as a result of violent and/or forcible entry or exit.
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) more than €5,000 €7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than €5,000 €7,500 in total.

Section 5 – Legal Expenses – Page 40-46

1) The following claims conditions have been updated/added:

c) **You** must supply at **your** own expense all of the information which **we** require to decide whether a claim may be accepted. ~~If court proceedings are issued or a conflict of interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers' costs in excess of our standard advisers' costs.~~

d) The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.

2) The following conditions have been added:

4. Law and Language

We propose that the contract is governed by Irish Law. If there is any dispute as to which law applies it shall be Irish Law. The language for contractual terms and communications will be English.

5. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If we believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, we reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

3) A new 'Customer Service' and 'Authorisation' section has been added.

End of 'Unoccupied 2018 - 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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