

What's Changed Amethyst Original Home Insurance Policy 2018

For UK home insurance policy wording reference: AMEO/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 AMEO/0117/PW, and the 2018 policy wording, with a wording reference of AMEO/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 & 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 Service & Complaints Procedure – Pages 3 & 4

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 15 and 16~~ 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.

Emergency Repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed **immediately as soon as practically possible**.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 5 of this **policy** covers **you** for Home Emergencies.

Definitions – Words with Special Meanings – Pages 7-10

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

Bodily Injury

~~Shall include death or disease.~~ **Physical harm or damage to someone’s body including death or disease.**

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 & 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.~~

2) The following condition has been updated:

8. Sums Insured

You have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

Your sum insured for **general contents** must be the cost to replace as new.

Your sum insured for **fine art and antiques**, and **valuables** must reflect the current market value.

If, at the time of any loss or damage the sum insured does not represent the full value of the property insured, we will follow the 'Information You Have Given Us' and 'Change in Circumstances' notice detailed under 'Your Policy Documentation' section.

General Exclusions – Pages 13 & 14

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 any of **your** employees.
- or liability caused by deception other than by any person using deception to gain entry to **your home**.
- 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 15 & 16

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 – Your Buildings – Pages 17-21

1) The following special extensions have been updated/added:

We will pay for:	We will not pay :
<p>2. Alternative Accommodation The cost of using other accommodation substantially the same as your existing accommodation, which you have to pay for you and your pets and horses as the home cannot be lived in following loss or damage which is covered under Section 1.</p>	<p>a) more than 24 months. b) any costs recoverable elsewhere. c) any costs incurred before we provided our agreement to pay. d) any alternative accommodation payable after the property is reinstated and ready for habitation.</p>
<p>13. Fatal Injury We will pay a benefit if you suffer a physical injury as a result of: a) a fire or outward and visible violence by burglars at your premises, or b) an assault in the United Kingdom that is not connected to any business or occupation (other than home business) provided that death ensues within twelve (12) months of such injury.</p>	<p>a) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death. b) this extension more than once under your policy for any one incident. c) domestic employees.</p>
<p>20. Security Expenses Costs incurred by you to: • 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 - Your Buildings.</p>	<p>a) more than £5,000 any one claim.</p>
<p>21. Removal of Nests Costs incurred by you to remove bees, wasps and hornets nests from the premises</p>	<p>a) more than £5,000 any one claim.</p>

Section 1 – Your Buildings - Exclusions – Page 22

1) The following exclusion has been updated:

5. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:

- to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
- ~~occurring as a result of the **buildings** undergoing demolition, structural alterations or structural repairs~~
- caused by **settlement**
- caused by riverbank or coastal erosion
- arising from defective materials or faulty workmanship
- arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time

Section 2 –Contents inc Fine Art, Antiques & Valuables – Pages 23-29

1) The following special extensions have been updated:

We will pay for:	We will not pay :
<p>2. Alternative Accommodation The cost of using other accommodation substantially the same as your existing accommodation, which you have to pay for you and your pets and horses as the home cannot be lived in following loss or damage which is covered under Section 2.</p>	<p>a) more than 24 months. b) any costs recoverable elsewhere. c) any costs incurred before we provided our agreement to pay. d) any alternative accommodation payable after the property is reinstated and ready for habitation.</p>
<p>2. Rent Owed The rent you have to pay as occupier of the home, if the home cannot be lived in following loss or damage which is covered under Section 2.</p>	<p>a) more than 24 months. b) any loss of rent if we have already paid a claim under this section for alternative accommodation. c) any costs recoverable elsewhere. d) any costs incurred before we provided our agreement to pay. e) any loss of rent payable after the property is reinstated and ready for habitation.</p>
<p>4. Bank Cards Loss arising from fraudulent use of your bank cards.</p>	<p>a) more than £25,000 in any one period of insurance. b) any loss where you are in breach of the terms and conditions of the use of your bank cards. c) fraudulent activity by you or any person related to you. d) any loss reimbursed to the card holder. e) any loss insured elsewhere.</p>
<p>7. Fatal Injury We will pay a benefit if you suffer a physical injury as a result of: a) a fire or outward and visible violence by burglars at your premises, or b) an assault in the United Kingdom that is not connected to any business or occupation (other than home business) provided that death ensues within twelve (12) months of such injury.</p>	<p>a) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death. b) this extension more than once under your policy for any one incident.</p>

<p>12. Reinstating Data The cost involved in reinstating your electronic data including digital downloads stored on your computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.</p>	<p>a) more than £5,000 in any one claim. b) any illegal data.</p>
<p>20. Marquees Loss or damage to marquees that you have hired.</p>	<p>a) marquees hired for more than 7 days. b) more than £20,000 any one claim. c) any costs recoverable elsewhere</p>

Section 5 – Home Emergency – Pages 34-37

1) The following exclusion has been deleted:

~~4. Failure of the boiler or the heating occurring in the months May to August inclusive.~~

Section 6 – Legal Expenses & Identity Theft – Pages 38-49

1) The ‘How much we will pay’ section has been updated:

The insurance covers **advisers’ costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is £100,000 where:

- a) The **insured incident** takes place within the **insured period** and within the **territorial limits**, and
- b) The **legal action** takes place in the **territorial limits**

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives’ fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers’ costs** payable by **us** are limited to no more than (a) **our standard advisers’ costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section of the policy are contained under the ‘Conditions’ section on page 45 and should be read carefully.

~~Once **your** claim has been accepted, **we** will appoint one of **our** panel solicitors, or their agents, to handle **your** case.~~

~~Should **you** wish to appoint **your** own **adviser**, **you** can only do so once court proceedings are issued or a **conflict of interest** arises and **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected.~~

~~Where **we** agree to **your** own choice of **adviser** **you** will be liable to pay any **advisers’ costs** over and above **our standard adviser’ costs**.~~

2) The following ‘Definitions’ have been added:

Conditional Fee Agreement

An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.

Data Protection Legislation

The relevant **data protection legislation** in force in the United Kingdom at the time of the **insured incident**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

3) The following section of cover have been updated:

What is covered	What is not covered (claims)
<p>2. Personal Injury</p> <p>Advisers' costs to pursue a legal action for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation responsible.</p> <p>If the legal action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims track limit, the adviser must enter into a conditional fee agreement which waives their own fees if you fail to recover the damages that you are claiming in the legal action in full or in part. If the damages you are claiming are below the small claims track limit advisers' costs will not be covered but you can access the legal helpline for advice on how to take your case further</p>	<p>a) Arising from medical or clinical treatment, advice, assistance or care.</p> <p>b) For stress, psychological or emotional injury.</p> <p>c) For illness, personal injury or death which are caused gradually or are not caused by a specific event.</p> <p>d) Involving a vehicle owned or driven by you.</p>

4) The cancellation condition has been updated:

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

~~You may cancel this insurance at any time by writing to **your** insurance advisor providing 14 days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a claim against the insurance.~~

~~We may cancel the insurance by giving 14 days notice in writing to **you** at the address shown on the schedule, or alternative address provided by **you**. No refund of premium shall be made.~~

5) The following claims condition has been updated/added:

d) **You** must supply at **your** own expense all of the information which **we** reasonably 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**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.~~

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

6) The following conditions have been updated/added:

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome.

A positive outcome includes, but is not limited to:

a) Being able to recover the amount of money at stake.

b) Being able to enforce a judgement.

c) Being able to achieve an outcome which best serves **your** interests.

The assessment of **your** claim and the prospects of its success will be carried out by an independent legal **adviser**. If the **adviser** forms the view that there is not more than a 50% chance of winning the case and achieving a positive outcome, then **we** may decline or discontinue support for **your** case.

At any time **we** may form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. In forming this view **we** may consider:

- a) The amount of money at stake.
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.
- d) Whether **your** interests could be better achieved in another way.

Proportional Costs

An estimate of the costs to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

Duty of Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **disclosure breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **disclosure breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **disclosure breach** been known
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the **disclosure breach** been known.

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

Suspension of Cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **insurance providers** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

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.

English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

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.

Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **you** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

End of 'Amethyst Original 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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