

What's Changed Amethyst Original Home Insurance Policy 2018

For Republic of Ireland home insurance policy wording reference: AMEOI/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 AMEOI/0117/PW, and the 2018 policy wording, with a wording reference of AMEOI/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.

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 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 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 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 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 replaced:

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 Republic of Ireland 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:</p> <ul style="list-style-type: none"> • refill fire extinguisher appliances • replace used sprinkler heads • reset fire, intruder alarms and closed circuit television equipment <p>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:</p> <p>a) a fire or outward and visible violence by burglars at your premises, or b) an assault in the Republic of Ireland 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 34-38

1) The following exclusion has been deleted:

~~Boiler claims within the months May to August.~~

Section 6 – Legal Expenses & Identity Theft – Pages 39-47

1) The following 'Definition' has been added:

Data Protection Legislation

The relevant **data protection legislation** in force in the Republic of Ireland at the time of the **insured incident**.

2) The following exclusion has been added:

4. Privity of Contract:

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

3) 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.~~

4) The following conditions have been updated/added:

Prospects of Success

At any time **we** may, but only when supported by independent legal advice, 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. Examples of a positive outcome are:

- 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

~~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.~~

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.

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.

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.

5) A new section has been added called 'Section 6 – Legal Expenses & Identity Theft – Customer Services Information'

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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