

# Flex 2016 - What's changed?

## REPUBLIC OF IRELAND

### Policy Wording Reference: FLXI/0116/PW

The Flex 2016 policy wording, the 'Flex 2016 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 2016 **policy** wording from the 2015 version. The changes are highlighted in red & yellow. 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.

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## Contents/Index Page

The title for Section 3 has been amended to 'Section 3 – Accidents to Domestic Employees' from 'Section 3 – Accidents to Domestic Staff'

## Your Policy Documentation – Page 2

1) The following paragraph added:

Words or phrases with special meanings which have been defined are shown in bold. A list of defined words and their meanings is shown in the section 'Definitions – Words with Special Meanings' which is on page 7.

2) Correct Information and Changes in Circumstances Section

The notification statement has been amended as follows:

**You** must ~~immediately~~ notify **us** **as soon as practicably possible** via **your broker or insurance intermediary** if:

- any information is incorrect
- there is a change in the information **you** have given **us**

## Cooling Off & Cancellation – Page 3

1) The '1. Cancellation of **your policy** by **you**' section has been amended as follows:

**You** may cancel this **policy** at anytime by ~~giving written notice to~~ **notifying** **us** via **your broker or insurance intermediary**.

2) The '2. Cancellation of **your policy** by **us**' section has been amended as follows:

Examples of where **we** would cancel **your policy** are as follows:

1. Where **we** have been unable to collect a premium payment **following non-payment correspondence issued to you by us**.
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 fraudulent in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

## Cooling Off & Cancellation – Page 3 – Continued ...

3) The '4. Premium refund following cancellation of **your policy**' section has been amended 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 period for which you have been insured.**

## Customer Services & Complaints Procedure – Page 4

1) Financial Ombudsman Service

The wording has been updated as follows:

~~All underwriters providing cover under this policy are members of the United Kingdom Financial Ombudsman Service, a free service set up by parliament in the United Kingdom to sort out individual complaints that consumers and financial businesses aren't able to resolve themselves.~~

**Complaints that Plum Underwriting or underwriters cannot settle may be referred to the United Kingdom Financial Ombudsman Service.**

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

Please see our Customer Service & Complaints Procedure in **your schedule** for full details of the Financial Ombudsman Service

## Authorisation, Regulation & Compensation – Pages 4 & 5

1) Plum Underwriting Limited

The address has been updated as follows:

Plum Underwriting Limited is registered in England and Wales: 04509589, ~~Buzzards Hall, Friars St, Sudbury, Suffolk, CO10 2AA~~ **36-38 Botolph Lane, London, EC3R 8DE**

2) Underwriters

The wording has been updated as follows:

**The underwriters for your policy are detailed on your policy schedule under the 'underwriters' section. You can also visit our website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)**

All **underwriters** providing cover under this **policy** are authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and are regulated by the Central Bank of Ireland for the conduct of business rules in Ireland unless stated otherwise in **your schedule**.

Further details can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

2) Prudential Regulation Authority

The contact details for the PRA have been updated as follows:

The Prudential Regulation Authority  
~~20 Moorgate, London EC2R 6DA~~ **Bank of England, Threadneedle Street, London, United Kingdom, EC2R 8AH**

Telephone: +44 (0)**20 7601 4878** ~~20 3461 7000~~

Email: ~~PRA.FirmEnquiries@bankofengland.co.uk~~ **[enquires@bankofengland.co.uk](mailto:enquires@bankofengland.co.uk)**

3) Financial Services Compensation Scheme

The wording has been updated as follows:

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an ~~insurer~~ **underwriter** is unable to meet its obligations to **you** under this contract.

### 4) Subscribing Underwriters' Several Liability

The wording has been updated as follows:

~~The subscribing **underwriters'** obligations under the contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **underwriters'** are not responsible for the subscription of any co-subscribing **underwriters'** who for any reason does not satisfy all or part of its obligations.~~

~~With several liability, each party (the **underwriter(s)** in this case) are liable only for their own specified obligations. If any party (any **underwriter**) is unable to satisfy their obligation, the responsibility does not pass to other parties.~~

**Your policy** or sections of **your policy** may be underwritten by more than one **underwriter**. **Your schedule** confirms who the **underwriter(s)** are for **your policy** or section of **your policy**.

Where there is more than one **underwriter** noted, each **underwriter** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **underwriter(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **underwriter** noted in the event that for what ever reason, another **underwriter** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **underwriter** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Limited chooses **underwriter(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

**You** are also covered by the Financial Services Compensation scheme as detailed at the top of this page.

**You** can also visit our website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

## Laws Applying – Page 6

1) The 'Choice of Law' title has been amended to 'Choice of Law and Jurisdiction'

2) The 'Contracts (Right of Third Parties) Act 1999' has been updated as follows:

### **United Kingdom** Contracts (Right of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the **United Kingdom** Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

3) The 'Data Protection Act' has been updated as follows:

### **Data Protection**

~~Any information **you** have provided will be processed by **us**, in compliance with the provisions of the United Kingdom Data Protection Act 1998, and the Republic of Ireland Data Protection (Amendment) Act 2003 for the purpose of providing insurance, handling complaints, claims and fraud prevention which may necessitate providing such information to other parties.~~

### **Protecting your Information**

All personal information about **you** will be treated as private and confidential (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd are required by law.

~~Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to insurance companies and other companies for underwriting, claims and premium collection purposes. **Your** data will be held in accordance with the United Kingdom Data Protection Act 1998, and the Republic of Ireland Data Protection (Amendment) Act 2003 under which **you** have a right of access to see personal information about **you** that is held in our records, whether electronically or manually. If **you** have any queries, please write to **your broker or insurance intermediary**.~~

~~Plum Underwriting Ltd and/or the **underwriters** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.~~

~~By agreeing to these terms and conditions **you** agree to these uses of **your** information.~~

## New definitions – Pages 7, 8, 9 & 10

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.

### Computer Viruses

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

### Domestic employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

### Tenant's/leaseholder's fixtures and fittings

Alterations, decorations and improvements which have been undertaken by **you** or previous occupiers as tenants or leaseholders, but only if not covered by the landlord's or any other insurance.

## Amended definitions – Pages 7, 8, 9 & 10

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) Buildings Definition

The buildings definition has been updated as follows:

#### Buildings

- the **home** and its decorations
- fixtures, fittings and fitted appliances attached to the **home**
- **underground services, sewers, pipes, cables and drains which connect to the public mains.**
- **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**

### 2) Contents Definition

The contents definition has been updated as follows:

#### Contents

Household goods and other items within the **home**, which are **your** property or which **you** are legally liable for.

**Contents** includes:

- **tenant's/leaseholder'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 **per claim** (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
  - **money** up to €500 in total **per claim**
  - **credit cards** up to €500 in total **per claim**
  - deeds and registered bonds and other personal documents up to €1,500 in total **per claim**
  - stamps or coins forming part of a collection up to €2,500 in total **per claim**
  - **valuables** up to ~~€2,500~~ **33.3% of the contents sum insured in total per claim and up to 10% of the contents sum insured for any single item of valuables** other than pictures and works of art which are covered up to the **contents sum insured with no single item limit.**
  - pedal cycles up to €500 in total per claim
  - **contents** in garages and outbuildings up to €2,500 in total per claim

## Amended definitions – Pages 7, 8, 9 & 10 – Continued...

**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

3) Credit Cards Definition

The credit cards definition has been updated as follows:

### Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards **which belong to you**.

4) Money Definition

The money definition has been updated as follows:

### Money

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

all held for private or domestic **and charitable** purposes **for which you are legally responsible**.

5) Policy Definition

The policy definition has been updated as follows:

### Policy

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

6) You/your/insured Definition

The definition has been updated as follows:

### You/your/insured

The person or persons, **organisation or company** named in the **schedule as policyholder(s)**, all members of their family **(including foster children and children of co-habiting partners)**, their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home**.

## General Conditions – Pages 11 & 12

1) Condition No. 3. Building Works

The following text has been added to the condition:

**If you do not tell your broker or insurance intermediary where the estimated cost is more than €25,000, we will not pay your claim.**

2) Condition No. 8. Sum Insured

This condition has been amended to add further clarity on how we would proportionally reduce your claim if the sum insured is not accurate.

**You must 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 **contents** must be the cost to replace as new.

**Your sum insured** for **valuables** and **personal possessions** must reflect the current market value.

## General Conditions – Pages 11 & 12 – Continued ...

If, at the time of any loss or damage, the **sum insured** is not enough **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**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

If **you** fail to ensure that **your sums insured** represent the full value of the property insured, **we** may only pay a proportion of **your** claim. For example if **your sum insured** only covers one half of the cost of rebuilding **your buildings**, **we** will only pay one half of the cost of repair or replacement.

## General Exclusions – Pages 13 & 14

The general exclusions have been updated as follows:

### What is not covered:

#### 1. Any loss or damage

- that is not associated with the incident that caused **you** to claim ~~unless expressly stated in this policy~~
- occurring before cover starts or arising from an event before cover starts
- caused by deliberate 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
- ~~caused by or resulting from the presence of pyrite or iron pyrite within the buildings~~

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

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

#### 2. **Any** loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to, **or** 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 caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

## General Exclusions – Pages 13 & 14 – Continued ....

4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability 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.

~~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 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. Any loss or damage or liability occasioned by, happening through or **resulting from** ~~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

6. ~~We will not pay for~~ Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising ~~therefrom;~~

- a) any legal liability of whatsoever nature;
- b) death or injury to any person;

caused by or contributed to by or arising from biological or chemical contamination due to or arising from;

- i. an **act of terrorism**; and/or
- ii. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **act of terrorism**.

7. ~~We will not pay for~~ Any reduction in value of the property insured following repair or replacement paid for under this insurance.

8. ~~We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanctions prohibition or restriction imposed by law or regulation~~

Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

9. Loss or damage caused by or resulting from the presence of pyrite or iron pyrite within the **buildings**.

10. **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:

- **m**aintained in good working order throughout the **period of insurance**
- **i**n full and effective operation when the **premises** is **unoccupied**

11. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.



This section has been updated to ensure clarity of what you need to do so we can deal with your claim quickly and efficiently. Updated as follows:

The following claims conditions apply to sections 1 to 8 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 8 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

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

#### a) Notifying us of a Claim

**You** must as soon as **practicably** possible provide details of the claim or possible claim, using the claims contact details as stated in **your schedule**.

#### b) Circumstances of the Claim

**You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

#### c) Liability Claims

**You** must forward to **us** **as soon as practicably possible promptly**, notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.

#### d) Notifying the Garda or Other Relevant Authorities

**You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Garda as soon as **practicably** possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report

#### e) Our Representatives

**You** must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

#### f) Other Information and Assistance

**You** must promptly provide any information and assistance **we** may require.

#### g) Your Authority

**You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

#### h) Your Duty of Care

**You** must take all care to limit any loss, damage or injury.

#### i) Evidence & Value

**You** must provide **us** with evidence of value or age (or both) for all items involved in a claim.

#### 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.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above this insurance may become invalid.

### 2. How we deal with your claim

#### a) Payment of Claims

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



## Claims Conditions – Pages 15 & 16 – Continued...

### b) Defence of Claims

We have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance

### c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

### d) Disputes

If any difference shall arise as to the amounts to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred within 12 months of the dispute arising to the arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. If the dispute has not been referred to arbitration within the aforesaid 12 month period then the claim shall be deemed to have been abandoned and recoverable thereafter.

### 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.

## Section 1 – Buildings – Standard Cover - Pages 17 & 18

### 1) Storm, Flood, or Weight of Snow

The following exclusions have been updated for this peril:

- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 ~~of section one~~ **in Section 1 – Buildings – Standard Cover**.
- ~~c) for loss or damage while the home is unoccupied.~~

### 2) Escape of water from or frost damage to fixed water tanks, apparatus or pipes

The following exclusion has have been updated for this peril:

- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 ~~of section one~~ **in Section 1 – Buildings – Standard Cover**

## Section 1 – Buildings –Additional Cover - Pages 18, 19, 20 & 21

The additional cover section has been updated as follows:

<p><b>C – Loss of Rent/Alternative Accommodation</b> The rent <b>you</b> would have received but are unable to recover while the <b>home</b> cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to <del>10</del> <b>11</b> in Section 1 – Buildings – Standard Cover; <b>or</b></p> <p>The cost of using other accommodation substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay <b>for you and your pets</b> as the <b>home</b> cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to <del>10</del> <b>11</b> in Section 1 – Buildings – Standard Cover</p>	<p>a) any amount over <del>10%</del> <b>20%</b> of the <b>sum insured</b> for the <b>buildings</b> damaged or destroyed.</p> <p>b) any loss of rent <b>or alternative accommodation</b> payable after the property is reinstated and ready for habitation.</p> <p>c) any costs incurred without <b>our</b> agreement to pay.</p> <p>d) any costs recoverable elsewhere.</p> <p>e) more than 12 months for this additional cover</p> <p><b>f) any loss of rent at the same time as paying the cost of alternative accommodation</b></p> <p><b>g) any alternative accommodation at the same time as paying loss of rent.</b></p>
<p><b>E - Loss of Metered Water</b> Increased domestic metered water charges <b>you</b> have to pay following an escape of water which <del>gives rise to an admitted claim under number 4 of this section is covered under the event insured under number 4 in</del> <b>Section 1 – Buildings – Standard Cover</b></p>	<p>a) more than €1,000 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections <del>one</del> <b>1</b> and <del>two</del> <b>2</b>, <b>we</b> will not pay more than €1,000 in total.</p> <p>b) for loss of metered water whilst <b>your home</b> is <b>unoccupied</b></p>

## Section 1 – Buildings – Additional Cover - Pages 18, 19, 20 & 21 – Continued...

<p><b>F - Sale of your Premises Home</b> Anyone buying the <b>home premises</b> will be entitled to have the benefit of this section 1 for the period from exchange of contracts (or if in Scotland from the date you accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner. <del>until the sale is completed or the insurance ends, whichever is sooner.</del></p>	<p>a) if the <b>buildings</b> more specifically under any other insurance.</p>
<p><b>G - Trace &amp; Access</b> The costs incurred to find the source of escape of:</p> <ul style="list-style-type: none"> <li>▪ Water, oil or gas from any domestic water or heating installation within the <b>home</b> including subsequent repairs to walls, floors and ceilings</li> <li>▪ Water from underground service pipes, cables, sewers and drains for which <b>you</b> are legally responsible outside the <b>home</b> but at the address shown on <b>your schedule</b>.</li> </ul>	<p>a) more than €5,000 in any <b>period of insurance</b>. b) <b>any cost incurred</b> whilst <b>your home</b> is <b>unoccupied</b>.</p>
<p><b>I – Squatters</b> The cost of alternative accommodation for <b>you</b>, <b>your family</b>, and <b>your domestic</b> pets while <b>your home</b> is occupied by squatters.</p>	<p>a) more than €5,000 any one claim</p>
<p><b>L – Replacement Locks</b> <del>Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys.</del> Costs <b>you</b> have to pay for replacing locks and keys to safes, alarms, outside doors and windows of the <b>home</b> following:</p> <ul style="list-style-type: none"> <li>a) theft or loss of <b>your keys</b>; or</li> <li>b) where there is evidence that such keys have been copied by an unauthorised person</li> </ul>	<p>a) any amount over €2,500 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections <del>one</del> <b>1</b> and <del>two</del> <b>2</b>, <b>we</b> will not pay more than €2,500 in total</p>
<p><b>M – Ground Rent</b> Ground rent which <b>you</b> have to pay whilst the <b>home</b> cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover</p>	<ul style="list-style-type: none"> <li>a) any amount over 10% of the <b>sum insured</b> for the <b>buildings</b> damaged or destroyed.</li> <li>b) any ground rent payable after the property is reinstated and ready for habitation.</li> <li>c) any costs incurred without <b>our</b> agreement to pay.</li> <li>d) any costs recoverable elsewhere. <b>more than 12 months for this additional cover</b></li> </ul>
<p><b>N – Damage by Emergency Services</b> The cost of restoring any loss or damage caused to landscaped gardens by the by the Emergency Services in attending the <b>premises</b> due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover</p>	<p>a) <b>more than €1,000 any one claim</b></p>
<p><b>O – Unauthorised Use of Electricity Gas or Water</b> The costs of metered electricity, gas or water for which <b>you</b> are legally responsible arising from its unauthorised use by persons taking possession or occupying the <b>home</b> without <b>your consent</b></p>	<ul style="list-style-type: none"> <li>a) <b>more than €2,500 any one claim</b></li> <li>b) where <b>you</b> have not acted as soon as practicably possible to stop the unauthorised use once <b>you</b> had been made aware of the unauthorised use.</li> </ul>
<p><b>P – Fire Brigade Charges</b> Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>buildings</b> in circumstances which have given rise to a valid claim under this <b>policy</b>.</p>	<p>a) <b>more than €2,000 any one claim</b></p>

## Section 1 – Buildings – Accidental Damage - Page 22

Accidental Damage to the Buildings is optional cover – your schedule will detail if you have this cover

The following exclusion has been removed from this section:

What is covered	What is not covered
	<b>We will not pay</b>
This extension covers <b>accidental damage</b> to the <b>buildings</b>	<ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section <del>one</del> <b>1</b>.</li> <li>b) for the <b>buildings</b> moving, settling, collapsing or cracking.</li> <li>c) for damage while the <b>home</b> is being altered, repaired, maintained or extended.</li> <li>d) for damage while the <b>home</b> is lent, let or sublet.</li> <li>e) for the cost of maintenance and routine redecoration</li> <li>f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.</li> <li>g) for damage to <b>swimming pools</b>, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.</li> <li>h) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.</li> <li>i) for damage caused by chewing, tearing, scratching or fouling by <b>your</b> pets.</li> <li><del>j) for damage arising from faulty design, specification, workmanship or materials.</del></li> </ul>

## Section 1 – Buildings – Conditions that Apply to this Section Only – Page 23

### 1) Your Sum Insured

This section has been updated as follows:

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**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

~~If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your sum insured** for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your sum insured** only covers one-half of the cost of rebuilding the **buildings**, **we** will only pay one-half of the cost of repair or replacement.~~

## Section 2 – Contents – Standard Cover – Pages 24

### 1) Storm, Flood or Weight of Snow

The following exclusion has been removed from this peril:

~~b) for loss or damage while the **home** is **unoccupied**~~

### 2) Escape of water from or frost damage to fixed water tanks, apparatus or pipes

The following exclusion has been added for this peril:

b) for loss or damage due to the lack of grouting or sealant

## Section 2 – Contents – Additional Cover - Pages 25, 26, 27 & 28

The additional cover section has been updated as follows:

<p><b>D - Rent Owed</b> The rent <b>you</b> have to pay as occupier of the <b>home</b>, if the <b>home</b> cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.</p>	<p>a) any amount over <del>40%</del> <b>20%</b> of the <b>contents sum insured</b> b) more than 12 months for this additional cover. c) any costs recoverable elsewhere. d) any costs incurred without <b>our</b> agreement to pay. e) any rent <b>you</b> have to pay after the property is reinstated and ready for habitation</p>
<p><b>E - Alternative Accommodation</b> The cost of using other accommodation substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay <b>for you and your pets</b> as the <b>home</b> cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover</p>	<p>a) any amount over <del>40%</del> <b>20%</b> of the <b>contents sum insured</b> b) more than 12 months for this additional cover. c) any costs recoverable elsewhere. d) any costs incurred without <b>our</b> agreement to pay. e) any alternative accommodation payable after the property is reinstated and ready for habitation.</p>
<p><b>F - Tenants Liability</b> <b>We</b> will cover loss or damage caused by the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover to the <b>buildings you</b> have been made legally responsible for as a tenant of <b>your premises</b>.  This does not include <b>tenants/leaseholders fixtures and fittings</b></p>	<p>a) more than 10% of the <b>sum insured for contents</b> for loss or damage to the <b>buildings</b>. b) for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings. c) for loss or damage arising from <b>subsidence, heave or landslip</b>. d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. e) for loss or damage while the <b>home</b> is <b>unoccupied</b>. <b>f) the cost of maintenance and normal redecoration</b></p>
<p><b>H - Fatal injury</b> Fatal injury to <b>you</b>, happening at the <b>premises</b>, caused by <b>outward and visible</b> violence by burglars or by fire, provided that death ensues within twelve (12) months of such injury, <del>for the following amounts:</del></p> <ul style="list-style-type: none"> <li><del>• €10,000 for each insured person over sixteen (16) years of age,</del></li> <li><del>• €5,000 for each insured person under sixteen (16) years of age,</del></li> </ul> <p><del>at the time of death</del></p>	<p><b>a) more than €10,000 for each insured person (or €5,000 for each insured person under sixteen (16) years of age) at the time of death.</b> <b>b) more than once under your policy for any one incident</b></p>
<p><b>I - Replacement Locks</b> <del>Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys</del> <b>Costs you have to pay for replacing locks and keys to safes, alarms, outside doors and windows of the home following:</b></p> <ul style="list-style-type: none"> <li><b>a) theft or loss of your keys; or</b></li> <li><b>b) where there is evidence that such keys have been copied by an unauthorised person</b></li> </ul>	<p>a) any amount over €2,500 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections <del>one</del> <b>1</b> and <del>two</del> <b>2</b>, <b>we</b> will not pay more than €2,500 in total.</p>
<p><b>J - Loss of Metered Water</b> Increased domestic metered water charges <b>you</b> have to pay following an escape of water which <del>gives rise to an admitted claim under number 4 of this section is covered under the event insured under number 4 in</del> <b>Section 2 – Contents – Standard Cover</b></p>	<p>a) more than €1,000 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections <del>one</del> <b>1</b> and <del>two</del> <b>2</b>, <b>we</b> will not pay more than €1,000 in total. b) for loss of metered water whilst <b>your home</b> is <b>unoccupied</b></p>

## Section 2 – Contents – Additional Cover - Pages 25, 26, 27& 28 – Continued ...

<p><b>M</b> -Temporary increases to the <b>sum insured</b> Loss or damage to additional <b>contents</b> between one month before and one month after: a) a wedding, <b>civil partnership</b>, anniversary and birthday, and/or b) a religious celebration</p>	<p>a) more than €2,500 in any one claim. b) any single item of €500.</p>
<p><b>Q</b> – Guests, <del>&amp; Visitors</del> <del>&amp; Domestic Employees</del> Personal Effects <b>We</b> will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for guests, visitors and <b>domestic employee(s)</b> personal effects not insured elsewhere while in <b>your home</b></p>	<p>a) more than €500 any one claim</p>
<p><del><b>R</b> – Squatters</del> <del>The cost of alternative accommodation for <b>you and your</b> pets while <b>your home</b> is occupied by squatters.</del></p>	<p><del>a) more than €5,000 any one claim.</del></p>
<p><b>R</b> – Ground Rent Ground rent which <b>you</b> have to pay whilst the <b>home</b> cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover</p>	<p>a) any amount over 10% of the <b>contents sum insured</b> b) any ground rent payable after the property is reinstated and ready for habitation. c) any costs incurred without <b>our</b> agreement to pay. d) any costs recoverable elsewhere. e) more than 12 months for this additional cover</p>
<p><b>S</b> – Fire Brigade Charges Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>buildings</b> in circumstances which have given rise to a valid claim under this <b>policy</b>.</p>	<p>a) more than €2,000 any one claim</p>

## Section 2 – Contents – Accidental Damage – Page 28

Accidental Damage to the Contents is optional cover – your schedule will detail if you have this cover

The following exclusion has been removed from this section:

What is covered	What is not covered
<p>This extension covers <b>accidental damage</b> to the <b>contents</b> within <b>the your premises</b></p>	<p><b>We</b> will not pay</p> <p>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section <del>two</del> <b>2</b>. b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon. c) for damage caused by chewing, tearing, scratching or fouling by <b>your</b> pets. d) for <b>money</b> or <b>credit cards</b> e) for damage while the <b>home</b> 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 any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination. <del>h) for loss or damage arising from faulty design, specification, workmanship or materials.</del></p>

## Section 2 – Contents – Conditions that Apply to this Section Only – Page 29

### 1) Your Sum Insured

This section has been updated as follows:

If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents of your home** 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 home** as new, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then **we** will only pay a proportion of the claim. For example if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement

## Section 3 – Accidents to Domestic Employees – Page 30

This section has been updated as follows:

What is covered	What is not covered
<b>We will pay you</b>	<b>We will not pay you for bodily injury</b> arising
for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your domestic employee(s)</b> staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	<ul style="list-style-type: none"> <li>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 <b>period of insurance</b>.</li> <li>b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs)</li> </ul>

## Section 4 – Legal Liability to The Public – Pages 31 & 32

This section has been updated as follows:

What is covered	What is not covered
<b>We will pay you</b>	<b>We will not pay you for any liability</b>
i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for: <ul style="list-style-type: none"> <li>▪ <b>bodily injury</b></li> <li>▪ damage to property</li> </ul> caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b> ,	<ul style="list-style-type: none"> <li>a) for <b>bodily injury</b> to                             <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is employed by <b>you</b></li> </ul> </li> <li>b) for <b>bodily injury</b> arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.</li> <li>c) arising out of any criminal or violent act to another person or property.</li> <li>d) for damage to property owned by or in the charge or control of                             <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person <b>employed by you engaged in your service</b></li> </ul> </li> </ul>
OR	
ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for: <ul style="list-style-type: none"> <li>▪ <b>bodily injury</b></li> <li>▪ damage to property</li> </ul> caused by an accident happening anywhere in the world during the <b>period of insurance</b>	



## Section 4 – Legal Liability to The Public – Pages 31 & 32 – Continued ...

What is covered	What is not covered
	<p><b>We will not pay <b>you</b> for any liability</b></p> <p>e) 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 <b>period of insurance</b>.</p> <p>f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of <b>your home</b> as an office for non manual work in connection with <b>your home business</b></p> <p>g) which <b>you</b> have assumed under contract and which would not otherwise have attached.</p> <p>h) arising out of <b>your</b> ownership, possession or use of:</p> <p>i) any motorised or horsedrawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b></li> <li>• pedestrian controlled gardening equipment used elsewhere and</li> <li>• motorised mobility scooters, electric wheelchairs and powerchairs</li> </ul> <p>ii) any power-operated lift (other than domestic stairlifts)</p> <p>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.</p> <p>v) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.</p> <p>i) if <b>you</b> are entitled to payment under any other insurance until such insurance is exhausted.</p> <p>j) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>▪ caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>▪ reported to <b>us</b> as soon as <b>practicably</b> possible, but not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p><b>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</b></p> <p>k) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p>

## Section 5 – Valuables and Personal Possessions – Page 33

Valuables and Personal possessions is optional cover – your schedule will detail if you have this cover

The following exclusion has been removed from this section:

What is covered	What is not covered
<p><b>Valuables and personal possessions up to the sum insured shown in your listed in the schedule (or specification(s) attached) against physical accidental loss or accidental damage within the geographical limits shown in the your schedule</b></p>	<p><b>We will not pay</b></p> <p>a) for damage caused by moth or vermin.</p> <p>b) any amount over €2,500 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b>.</p> <p>c) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.</p> <p>d) for damage to guns caused by rusting or bursting of barrels</p> <p>e) for breakage of any sports equipment whilst in use</p>



## Section 5 – Valuables and Personal Possessions – Page 33 – Continued ...

What is covered	What is not covered
	<p><b>We will not pay</b></p> <p>f) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision.</p> <p>g) any amount over €2,000 in total in respect of theft or disappearance of property from any unattended vehicle.</p> <p>h) 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</p> <p>i) for damage caused by chewing, tearing, scratching or fouling by <b>your</b> pets.</p> <p>j) for loss or damage to precious metals, pictures and works of art which occurs outside <b>your premises</b>.</p>

## Section 5 – Valuables and Personal Possessions – Conditions that Apply to this Section Only – Page 33

### 1) How We Deal with Your Claim

This section has been updated as follows:

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set, ~~and has an insured value of €2,500 or over~~ **we** will pay up to 50% of the cost of replacing any undamaged parts of the **valuables & personal possessions** which form part of a pair, set, suite or part of a common design or function but no more than the **valuables & and personal possessions sum insured** shown in **your schedule**.

### 2) Your Sum Insured

This section has been updated as follows:

If, at the time of any loss or damage, the unspecified or specified **valuables and personal possessions sum insured** is not enough, **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 unspecified or specified **valuables and personal possessions** insurance is equal to 75% of what **your** premium would have been if **your** unspecified or specified **valuables and personal possessions sum insured** was enough, then **we** will pay up to 75% of any claim made by **you**.

However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

If the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

~~If the total value of unspecified or specified items at the time of the loss or damage is more than **your sum insured** for such items, then **we** will only pay for a proportion of the claim.~~

~~For example if **your sum insured** only represents one half of the total value of unspecified or specified items **we** will only pay one half of the cost of repair or replacement.~~

~~However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.~~

## End of 'Flex 2016 - 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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FLXI/0116/WC