

Amethyst 2016 - What's changed?

REPUBLIC OF IRELAND

Policy Wording Reference: AMEI/0116/PW

The Amethyst 2016 policy wording, the 'Amethyst 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 Amethyst 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.

© 2016 Plum Underwriting Ltd, all rights reserved.

Plum Underwriting Ltd is authorised and regulated by the Financial Conduct Authority No.309166

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 'Cooling- Off Period' has been amended as follows:

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker or insurance intermediary** within 14 days of either the date **you** receive **your insurance policy** documentation or the start of the **period of insurance**, whichever is the later.

We will refund any premium you have paid, providing that you have not made a claim.

2) 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**.

3) 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 ...

4) 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/****

All **underwriters** providing cover under this **policy** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise in **your schedule**.

Further details can be found on the Financial Services Register at 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, United Kingdom~~ **Bank of England, Threadneedle Street, London, EC2R 8AH, United Kingdom**

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

Email: ~~PRA.FirmEnquiries@bankofengland.co.uk~~ **enquires@bankofengland.co.uk**

Authorisation, Regulation & Compensation – Pages 4 & 5 – Continued ...

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/

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.

Laws Applying – Page 6 - Continued ...

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

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.

Bodily injury

Shall include death or disease.

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

Premises

The address which is named in the **schedule**.

Amended definitions – Pages 7, 8 & 9

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) Bank Cards Definition

The bank cards definition has been updated as follows:

Bank cards

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

2) Buildings Definition

The buildings definition has been updated as follows:

Buildings

The **home** including fixtures and fittings, fitted appliances, integral garages, **outbuildings**, greenhouses, sheds, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates and fences, solar panels, **wind turbines**, interior decorations all owned by **you** or for which **you** are **responsible legally liable** at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

Buildings do not include land or water.

3) Contents Definition

The contents definition has been updated as follows:

Contents

Household goods and other items that belong to **you** or for which **you** are legally **liable responsible** subject to the limits shown under section 2.

This definition includes **fine art and antiques, valuables, home business contents** and **tenant's/leaseholder's fixtures and fittings**.

Contents do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance
- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- watercraft other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents**
- **Students and boarders possessions**

4) Money Definition

The money definition has been updated as follows:

Money

- Current legal tender, cheques, travellers cheques, postal or money orders
- Travel and seasonal travel tickets
- Premium bonds, savings certificates and share certificates
- Gift vouchers, **luncheon vouchers**, phone cards, current postage stamps **(not forming part of a stamp collection)** and saving stamps
- Electronic cash prepayment **cards**

kept by you for private, 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) Schedule Definition

The schedule definition has been updated as follows:

Schedule

Your schedule forms part of this insurance and contains details of **you**, **your statement of fact**, the **home premises**, the **sum insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and sections of this insurance that apply.

7) Sum Insured Definition

The definition has been updated as follows:

Sum insured

The amounts shown against each section, limit and/or item in **your schedule and/or in this policy**.

8) Tenant's Fixtures and Fittings Definition

The tenant's fixtures and fittings definition has been updated as follows:

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 – Continued ...

9) Unoccupied Definition

The unoccupied definition has been updated as follows:

Unoccupied

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than **30** **60** consecutive days.

10) We/Us/Our/Underwriter(s) Definition

The definition has been updated as follows:

We/us/our/underwriter(s)

~~For sections 1, 2, 3 and 4 – Underwriters as named in **your schedule**. For sections 5 and 6 – please refer to the individual sections.~~ **Underwriters as named in your schedule.**

11) You/your/insured Definition

The definition has been updated as follows:

You/your/insured

The person or persons, **organisation or company** named in **your 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 employees** who all permanently live in the **home**.

General Conditions – Pages 10 & 11

1) The introduction at the start has been amended as follows:

The following general conditions apply to **all** sections ~~1 to 4~~ of this **policy**. Additional general conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim ~~under sections 1 to 4~~ under this **policy**.

2) 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 as follows:

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

Buildings

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**.

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.

Contents

For **contents**, the full value is the current cost as new, other than **fine art and antiques** and **valuables**, for which the full value is the current market value.

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.

General Conditions – Pages 10 & 11 – Continued ...

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**.

Fine art and antiques and valuables

For **fine art and antiques** and **valuables**, the full value is the current market value.

If, at the time of any loss or damage, the **fine art and antiques and valuables sum insured** is not enough to replace the items, **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 fine art and antiques and valuables** insurance is equal to 75% of what **your** premium would have been if **your fine art and antiques and valuables sum insured** was enough to replace the items, **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 12 & 13

The general exclusions section has been updated as follows:

The following exclusions apply to **all** sections ~~1 to 4~~ of this **policy**. Additional exclusions are shown in the sections to which they apply.

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 components 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 components thereof.

General Exclusions – Pages 12 & 13 – Continued ...

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.

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 war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or 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 ~~there~~from;

- 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:

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

7. Loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific 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**.

Claims Conditions – Pages 14 & 15

The following claims conditions apply to sections 1 to 4 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 4 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.

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 – Your Buildings – Special Extensions - Pages 16, 17, 18 & 19

The following special extensions have been updated/added as follows:

<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 as the home cannot be lived in following loss or damage which is covered under this Section 1.</p>	<p>a) more than 2-years 24 months. b) any costs recoverable elsewhere. c) any costs incurred before we provided our agreement to pay</p>
<p>3. Loss of rent The rent you would have received but are unable to recover while the home cannot be lived in following loss or damage which is covered under this Section 1</p>	<p>a) more than 2-years 24 months. b) any loss of rent payable after the property is reinstated and ready for habitation. c) any costs recoverable elsewhere d) any costs incurred before we provided our agreement to pay</p>
<p>4. Denial of access The cost of alternative accommodation for you and your pets, substantially the same as your existing accommodation if you are required to move from your home by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this policy had your home been damaged</p>	<p>a) more than €5,000 in any one period of insurance. b) any costs for a period greater than 30 days from the date when access is first denied. c) any costs recoverable elsewhere. d) any costs incurred before we provided our agreement to pay</p>
<p>7. Sale of your premises home Anyone buying the premises The purchaser of your home will be entitled to 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.</p>	<p>a) if the buildings are more specifically insured under any other insurance by the purchaser. b) any claim under Special Extensions 1 to 6 19.</p>
<p>10.Replacement locks The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss of or theft of your keys. Costs you have to pay for replacing locks and keys to safes, alarms, outside doors and windows of the home following:</p> <p>a) theft or loss of your keys; or b) where there is evidence that such keys have been copied by an unauthorised person</p> <p>The excess for this special extension is €50.</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 home 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 and you die from the injury within 12 months of the incident.</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>15.Squatters The cost of alternative accommodation for you, your family, and your domestic pets while your home is occupied by squatters.</p>	<p>a) more than €10,000 any one claim</p>

Section 1 – Your Buildings – Special Extensions - Pages 16, 17, 18 & 19 – Continued

<p>17. Ground Rent Ground rent which you have to pay whilst 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 ground rent payable after the property is reinstated and ready for habitation c) any costs recoverable elsewhere d) any costs incurred before we provided our agreement to pay</p>
<p>18. Damage by Emergency Services The cost of restoring any loss or damage caused to landscaped gardens by the by the Emergency Services in attending the premises due to loss or damage which is covered under Section 1</p>	<p>a) more than €2,500 any one claim</p>
<p>19. Unauthorised Use of Electricity Gas or Water The costs of metered electricity, gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying the home without your consent</p>	<p>a) more than €5,000 any one claim b) where you have not acted as soon as practicably possible to stop the unauthorised use once you had be made aware of the unauthorised use</p>
<p>20. 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 buildings in circumstances which have given rise to a valid claim under this policy.</p>	<p>a) more than €5,000 any one claim</p>

Section 2 – Your Contents including Fine Art, Antiques and Valuables – Special Extensions – Pages 22, 23, 24, 25 & 26

The following special extensions have been updated/added as follows:

<p>1. 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 as the home cannot be lived in following loss or damage which is covered under this Section 2</p>	<p>a) more than 2-years 24 months. b) any costs recoverable elsewhere. c) any costs incurred before we provided our agreement to pay</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 this Section 2</p>	<p>a) more than 2-years 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</p>
<p>3. Denial of access The cost of alternative accommodation for you and your pets, substantially the same as your existing accommodation if you are required to move from your home by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this policy had your home been damaged</p>	<p>a) more than €5,000 in any one period of insurance. b) any costs for a period greater than 30 days from the date when access is first denied. c) any costs recoverable elsewhere. d) any costs incurred before we provided our agreement to pay.</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 home premises, or b) an assault in the United Kingdom Republic of Ireland that is not connected to any business or occupation (other than home business) and you die from the injury within 12 months of the incident.</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>

Section 2 – Your Contents including Fine Art, Antiques and Valuables – Special Extensions – Pages 22, 23, 24, 25 & 26 – Continued ...

<p>11.Replacement locks The cost of replacing locks to external doors, safes and burglar alarms in your home following the loss of or theft of your keys. Costs you have to pay for replacing locks and keys to safes, alarms, outside doors and windows of the home following:</p> <ul style="list-style-type: none"> a) theft or loss of your keys; or b) where there is evidence that such keys have been copied by an unauthorised person <p>The excess for this special extension is €50.</p>	
<p>13.Temporary increases to the sum insured Loss or damage to additional contents between one month before and one month after:</p> <ul style="list-style-type: none"> a) a wedding, civil partnership, anniversary and birthday, and/or b) a religious celebration. 	<ul style="list-style-type: none"> a) more than €10,000 in any one claim. b) any single item over €1,000
<p>15.Tenants liability We will cover Loss or damage which is covered under this section to the buildings you have been made legally responsible for as a tenant of the address shown in your schedule.</p> <p>This does not include tenant's/leaseholder's fixtures and fittings you have installed</p>	<ul style="list-style-type: none"> a) more than 20% of the contents sum insured. b) loss or damage caused by fire, lightning or explosion (other than to landlords fixtures and fittings), or subsidence, heave and landslip. c) loss or damage caused by the malicious intent of any person. d) loss or damage while the buildings are unoccupied. e) the cost of maintenance and normal redecoration e) damage to the buildings which is excluded under Section 1 of this insurance (whether in force or not).
<p>29. Ground Rent Ground rent which you have to pay whilst the home cannot be lived in following loss or damage which is covered under Section 2</p>	<ul style="list-style-type: none"> a) more than 24 months b) any ground rent payable after the property is reinstated and ready for habitation c) any costs recoverable elsewhere d) any costs incurred before we provided our agreement to pay
<p>30. 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 buildings in circumstances which have given rise to a valid claim under this policy.</p>	<ul style="list-style-type: none"> a) more than €5,000 any one claim

Section 2 – Your Contents including Fine Art, Antiques and Valuables – Exclusions – Page 27

The following specific exclusion has been updated as follows:

5. Loss or damage caused by theft or disappearance of **gold, silver (including gold and silver plate), platinum, gemstones, jewellery or watches valuables** from baggage unless such baggage is carried by hand and under **your** personal supervision.

Section 3 – Your Legal Liability to The Public – Pages 28

This section has been updated as follows:

If **Section 1 – Your Buildings** only are insured, **your** legal liability as owner only but not as occupier is covered in Part A below.

If **Section 2 – Your Contents including Fine Art, Antiques and Valuables** only are insured **your** legal liability as occupier only but not as owner is covered under Part A and Part B below.

Section 3 – Your Legal Liability to The Public – Pages 28 – Continued ...

If Section 1 – **Your Buildings** and Section 2 – **Your Contents including Fine Art, Antiques and Valuables** are insured **your** legal liability as owner or occupier is covered under Part A and Part B below.

What is covered

Part A

As owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **home premises** during the **period of insurance**.

Part B

As a private individual for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

Section 3 – Your Legal Liability to The Public – Exclusions – Pages 29

This section has been updated as follows:

What is not covered:

1. Any amount more than €5,000,000 for any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.
2. Liability arising from any kind of pollution and/or contamination other than:
 - a) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home** named in **your schedule**; and
 - b) reported to **us** **as soon as practicably possible but** not later than 30 days from the end of the **period of insurance**; 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.
3. Any damage to property **owned by or in the charge or control of you, any other permanent member of the home or any person employed by you** ~~belonging to you in your care or in the care, custody or control of any person in your service.~~
4. Any liability:
 - which **you** have assumed under a contract **and which would not otherwise have attached**
 - arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of **your home** as an office for non manual work in connection with **your home business**
 - for **bodily injury** to **you, any other permanent member of the home** or to any person who at the time of sustaining such injury is employed by **you**
 - for **bodily injury** 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
 - arising out of the ownership, occupation, possession or use of land or building not situated at the **premises address shown in your schedule**
 - if **you** are entitled to payment under any other insurance until such insurance is exhausted
 - in Canada or the **USA United States of America** after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**
 - arising out of any criminal or violent act to another person or their property
 - arising out of any goods sold or supplied for any purpose or following any activity by **you** or **your** employees
5. Liability arising out of the ownership, possession or operation of:
 - a) any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within **your home**, pedestrian controlled domestic gardening machines operated elsewhere and motorised wheelchairs/powerchairs and mobility scooters
 - b) any power operated lift (other than domestic stairlifts)
 - c) any aircraft or watercraft other than what **we** have defined as **watercraft**
 - d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992
 - e) 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.
6. Costs and expenses incurred by **you** without **our** written consent.

This section has been updated as follows:

This section only applies if Section 2 is insured.

The General Conditions, General Exclusions and the additional exclusions detailed below all apply to this section.

What is covered

We will cover **you** for any amounts **you** become legally liable to pay as compensation for accidental **bodily injury** to **your domestic employees** (employed by **you** in connection with the **home** named in the **schedule**) plus costs and expenses incurred by **you** with **our** written consent for damages in respect of accidental **bodily injury** occurring during the **period of insurance** anywhere in the world.

The accident must arise from the work **your domestic employees** are employed to carry out for **you** in the Republic of Ireland or while on temporary trips abroad from the Republic of Ireland.

End of ‘Amethyst 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.