

# What's Changed Amethyst Original Home Insurance Policy 2017

For UK home insurance policy wording reference: AMEO/0117/PW

The Policy Wording, What's Changed document, Client Policy Summary, Broker Product Summary and all previous versions are available to download as PDF documents from the Plum Underwriting Ltd website as follows:

<http://www.plum-underwriting.com/document-centre/>

This document tells you what has changed in the 2017 policy wording from the 2016 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.

## Your Policy – Page 1

1) The following paragraphs have been added:

**In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage you sustain or legal liability you incur for accidents happening during the period of insurance shown in the schedule.**

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings have been defined and are in bold.

The **policy** cover sections are:

1. **Buildings**
2. **Contents** including **Fine Art, Antiques** and **Valuables**
3. **Your** Legal Liability to the Public
4. **Your** Legal Liability to **your Domestic Employees**

## Your Policy Documentation – Page 1 & 2

1) The following changes have been made to this section:

**It is essential that you read your policy very carefully.**

~~Your schedule details which sections are covered and which underwriter is providing the cover under each section.~~

~~It is essential that you read your policy, your schedule and any endorsements that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this policy will have that meaning wherever it appears.~~

Words or phrases with special meanings ~~which have been defined~~ are shown in bold ~~text and are defined on pages 7 to 11 – ‘Definitions – words with special meanings’~~. A list of defined words and their meanings is shown in the section ~~‘Definitions – Words with Special Meanings’ which is on page 7.~~

**Your schedule** details which sections are covered and which **underwriter** is providing the cover under each section.

### **Accessibility**

Upon request Plum Underwriting can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **you** require an alternative format **you** should contact Plum Underwriting through whom this **policy** was arranged.

### **Language**

The language of this insurance contract and all communications relating to it will be in English.

### **Information You Have Given Us**

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this **policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

### **Change in Circumstances**

**You** must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

### **Correct Information and Changes in Circumstances**

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary information, is used to determine whether **we** will accept **your** insurance and if so the premium to be charged and the terms, conditions and exclusions to be applied.

**You** must therefore ensure to the best of **your** knowledge and belief that all the information **you** provide to **us** is correct and accurate at all times.

**You** must 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**

~~We will correct or change the information and use the information to determine whether we will continue to accept your insurance and either:~~

- ~~1. Continue your policy unchanged~~
- ~~2. Backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not being paid under this insurance.~~
- ~~3. Cancel your policy giving you notice as per the cancellation condition shown in this policy wording or on your schedule. This could result in a claim not being paid under this insurance.~~
- ~~4. Treat your policy as if it never existed~~

~~We will treat your policy as if it never existed and we will not pay your claim if you or your representative has:~~

- ~~• deliberately misrepresented any information given~~
- ~~• deliberately or falsely overstated information given~~

## Cooling Off and Cancellation – Page 2 & 3

1) The following changes have been made to this section:

### Cancellation

#### 1. Cancellation of your policy by you:

You may cancel this policy at anytime by notifying us via your broker or insurance intermediary in writing, by email or by telephone.

Your broker or insurance intermediary contact details are shown on your schedule.

#### 2. Cancellation of your policy by us:

We may cancel this policy or any part of it if there are serious grounds to do so by giving you 21 days written notice via your broker or insurance intermediary detailing the reason for cancellation by recorded delivery to the correspondence address stated in your latest schedule.

We will detail the reason for the cancellation in our written notice to your broker or insurance intermediary.

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

- Where we have Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to you by us or your broker or insurance intermediary.
- A change in the information you have previously given us where we are able to demonstrate that we would not normally offer insurance.
- Unacceptable behaviour by you such as abusive behaviour or language, intimidation or bullying of our staff or suppliers.
- You have deliberately misrepresented any information given to us.
- Your failure to cooperate with us in accordance with our claims conditions where it affects our ability to process your claim.
- If you have acted fraudulent in any way.
- You have deliberately or falsely overstated information given to us.

Examples 4 & 7 above are more likely to result in us treating your policy as if it never existed as detailed under the 'Information You Have Given Us and Change in Circumstances' notice under the 'Your Policy Documentation' section on page 1 and 2.

~~Examples 4 & 7 above are more likely to result in us treating your policy as if it never existed as detailed under the 'Correct Information and Changes in Circumstances' notice under the 'Your Policy Documentation' section on page 2.~~

#### 3. Cancellation by us following a fraudulent claim:

If you make a fraudulent claim under this policy we will cancel your policy from the date of the fraudulent act and we will retain 100% of the premium.

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#### 4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis **less the policy fee** and always subject to the current **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the **full annual** period for which **you** have been insured.

## Customer Service & Complaints Procedure – Page 3

1) The following changes have been made to this section:

**The underwriters**, Plum Underwriting and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

### Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

**The contact details for complaints regarding Section 6 - Legal Expenses and Identity Theft and Section 7 - Home Emergency are set out in those sections of cover.**

### Financial Ombudsman Service

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

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

~~Please see the customer complaints procedure shown in **your schedule** for details of the Financial Ombudsman Service.~~

**You can refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date **your** complaint was received by the parties detailed in the complaints procedure shown in **your schedule** or if **you** are unhappy with the decision following **your** complaint.**

**You can contact the FOS as follows:**

**Financial Ombudsman Service  
Exchange Tower, London, E14 9SR**

**From within the United Kingdom**

**Tel: 0800 023 4567 (free for people phoning from a 'fixed line', for example, a landline at home)**

**Tel: 0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)**

**From outside the United Kingdom**

**Tel: +44 207 964 1000**

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Fax: +44 207 964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses.

For more information contact them on the above number or address, or view their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The complaint procedure does not affect **your** right to take legal action.

## How to Make a Claim - Page 6

1) The following changes have been made to this section:

To make a claim, **you** can contact **us** by telephone, email ~~or post~~ - please refer to the section 'How to Make a Claim' in **your policy schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your** schedule), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate, please refer to pages ~~13 & 14~~ **16 & 17** which explain **your** duties in the event of a claim and how **we** deal with your claim.

### Emergency repairs

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

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

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

## Amended Definitions – Pages 7 & 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**.

### Buildings

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

### You/your/insured

#### Sections 1 – 5 and 7

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 – Page 11, 12 & 13

1) The following change has been made:

### 4. Index linking

**Your buildings sum insured** is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

**Your contents sum insured** (but not **your valuables or fine art sum insured**) is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

2) The following change has been made:

### 8. Sums insured

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

#### **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**.

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, at the time of any loss or damage the ~~sum insured~~ does not represent the full value of the property insured, ~~we will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.~~

3) The following change has been made:

### 9. Fraudulent Claims

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise our right under (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

~~If **you** or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect **we** will cancel this **policy** from the date of the fraudulent act.~~

~~**We** will seek to recover any payments from **you** which **we** have already made in respect of the fraudulent claim.~~

~~This action will not affect any previous claims unless the fraudulent act took place before any previous claims in which case the **policy** will be cancelled from the date of the fraudulent act and therefore no cover exists after this date and **we** will seek to recover any payments from any previous claims which **we** paid **you** on or after the date of the fraudulent act.~~

## General Exclusions – Page 15

1) The following exclusion has been added:

9. Any claim under this **policy** unless **you** transact **your** UK insurance business for this **policy** via a UK bank account in Sterling for the payment of premium from and the payment of claims to **you**.

## Section 1 – Buildings – Special Extensions – Page 18, 19 & 21

1) The following change has been made to this section:

We will pay for:	We will not pay for
<p>2. Alternative accommodation The cost of using other accommodation substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for <b>you</b> and <b>your</b> pets <b>and horses</b> as the <b>home</b> cannot be lived in following loss or damage which is covered under Section 1.</p>	<p>a) more than 2 years b) any costs recoverable elsewhere. c) any costs incurred before <b>we</b> provided <b>our</b> agreement to pay.</p>
<p>4. Denial of access The cost of alternative accommodation for <b>you</b> and <b>your</b> pets <b>and horses</b>, substantially the same as <b>your</b> existing accommodation if <b>you</b> are required to move from <b>your home</b> 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 <b>policy</b> had <b>your home</b> been damaged.</p>	<p>a) more than €5,000 in any one <b>period of insurance</b>. b) <del>any costs for a period greater</del> <b>more</b> than 30 days from the date when access is first denied. c) any costs recoverable elsewhere. d) any costs incurred before <b>we</b> provided <b>our</b> agreement to pay</p>

<p>6. Trace and access cover The costs incurred to find the source of escape of: a) Water, oil or gas (including LPG) from any domestic water or heating installation within the <b>home</b> including subsequent repairs to walls, floors and ceilings. b) 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>.</p>	<p>a) more than £15,000 in any one <b>period of insurance</b>.</p>
<p>19. Unauthorised Use of Electricity Gas or Water The costs of metered electricity, gas (including LPG) 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</b> consent.</p>	<p>a) more than £5,000 any one claim b) where <b>you</b> have not acted as soon as practicably possible to stop the unauthorised use once <b>you</b> had be made aware of the unauthorised use.</p>

## Section 2 – Contents inc Fine Art, Antiques & Valuables – Special Extensions – Page 24 & 26

1) The following change has been made to this section:

We will pay for:	We will not pay for
<p>2. Alternative accommodation The cost of using other accommodation substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for <b>you</b> and <b>your</b> pets and horses as the <b>home</b> cannot be lived in following loss or damage which is covered under Section 2.</p>	<p>a) more than 2 years b) any costs recoverable elsewhere. c) any costs incurred before <b>we</b> provided <b>our</b> agreement to pay.</p>
<p>17.Nursing/Residential Care Home Cover Loss or damage to <b>contents</b> belonging to <b>your</b> dependent family members who are residing in a nursing or residential care home.</p>	<p>a) more than <del>£10,000</del> £5,000 any one claim b) any single item, pair or set over £1,000.</p>

### End of ‘Amethyst Original 2017 - 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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