

What's Changed Amethyst Original Home Insurance Policy 2017

For Republic of Ireland home insurance policy wording reference: AMEOI/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 schedule details which sections are operative and which **underwriter** is providing the cover under each section.

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 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.~~

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:

1. 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. If you pay your premium to us via a direct debit facility, we will allow 21 days for the premium to be brought up to date. If you fail to do so we will cancel from the date at which you have paid the relevant premium.
2. A change in the information you have previously given us where we are able to demonstrate that we would not normally offer insurance.
3. Unacceptable behaviour by you such as abusive behaviour or language, intimidation or bullying of our staff or suppliers.
4. You have deliberately misrepresented any information given to us.
5. Your failure to cooperate with us in accordance with our claims conditions where it affects our ability to process your claim.
6. If you have acted fraudulent in any way.
7. 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 '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.

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 5 - Home Emergency and Section 6 - Legal Expenses and Identity Theft are set out in those sections of cover.

~~Financial Ombudsman Service (United Kingdom)~~

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

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 ~~14 & 15~~ **15 & 16** 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 – 4

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 12

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

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 13

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

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.~~

Section 1 – Buildings – Special Extensions – Page 17

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 your existing accommodation, which you have to pay for you and your pets and horses as the home cannot be lived in following loss or damage which is covered under Section 1.</p>	<p>a) more than 2 years b) any costs recoverable elsewhere. c) 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 and horses, 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 more 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>

Section 1 – Buildings - Exclusions – Page 21

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

5. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
- to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
 - ~~caused by impact and infill~~
 - occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs
 - caused by **settlement**
 - caused by riverbank or coastal erosion
 - arising from defective materials or faulty workmanship
 - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.

Section 2 – Contents inc Fine Art, Antiques & Valuables – Special Extensions – Page 23 & 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 your existing accommodation, which you have to pay for you and your pets and horses as the home cannot be lived in following loss or damage which is covered under Section 2.</p>	<p>a) more than 2 years b) any costs recoverable elsewhere. c) any costs incurred before we provided our agreement to pay.</p>
<p>19. Contents Elsewhere Loss or damage to your contents kept in other homes, places of work, caravans or beach huts.</p>	<p>a) theft unless accompanied by forcible and violent entry. b) more than €5,000 any one claim. c) any single item over €500.</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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