

What's Changed Unoccupied Home Insurance Policy 2018

For Unoccupied UK home insurance policy wording reference: UNC/0118/PW

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

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

The following document demonstrates any significant differences to the conditions of the policy and the cover between the 2017 policy wording, with a wording reference of UNC/0117/PW, and the 2018 policy wording, with a wording reference of UNC/0118/PW.

They may or may not affect you, but please ensure that you read, understand and consider against your own personal circumstances and if you are not clear about anything and how it will affect you speak to your broker or insurance intermediary immediately.

Your Policy Documentation – Page 1

1) The following section has been added:

Policy Fees

Plum Underwriting Ltd apply fees to administer all Plum policies. Full details regarding our policy fees can be found on your schedule and policy summary.

Please note that should you choose to cancel your policy within the 'Cooling-Off Period', the new business/incepting of cover fee will be refunded to you and no cancellation fee will be charged. Please see the 'Cooling Off & Cancellation' section within the policy wording for full details.

Cooling off and Cancellation – Pages 2 & 3

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

Cancellation

1. Cancellation of your policy by you:

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

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

2. Cancellation of your policy by us:

We may cancel this policy or any part of it if there are serious grounds to do so by giving you 30 days written notice through your broker or insurance intermediary detailing the reason for cancellation by recorded delivery to the correspondence address stated on your schedule.

We will detail the reason for the cancellation in our written notice to your broker or insurance intermediary. Examples of where we would cancel your policy are as follows:

1. Where Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow **24 30** days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- ~~4. **You have deliberately misrepresented any information given to us.**~~
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
6. If **you** have acted fraudulently in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

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

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

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

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

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

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

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

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

Customer Service & Complaints Procedure – Pages 3 & 4

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

Financial Ombudsman Service

Complaints that Plum Underwriting Ltd or **insurers** cannot resolve 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 businesses are not able to resolve with financial businesses.

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 on **your schedule** or if **you** are unhappy with the decision following **your** complaint.

If you would like to refer your complaint to the Financial Ombudsman Service, you must do so within 6 months from the date you receive the final response about your complaint from Plum Underwriting Ltd or the insurer.

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers. 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 (0)207 964 1000 0500

Fax: +44 (0)207 964 1001

Email: 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.

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’ on **your schedule** for the contact details.

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

There are a number of claims conditions that operate. Please refer ~~to the following pages~~ **to the ‘Claims Conditions’ section of this policy wording as well as the individual sections of cover** which explains **your** duties in the event of a claim and how **we** deal with **your** claim.

~~For Sections 1 to 4 please see pages 18 and 19.~~

~~For Section 5 please see page 43 and 44.~~

Definitions – Words with Special Meanings – Pages 7-10

1) The following ‘Definitions – Words with Special Meanings’ have been updated/added:

Bodily Injury

~~Shall include death or disease.~~ **Physical harm or damage to someone’s body including death or disease.**

Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including **any malware or** a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

Leaseholder’s Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which you or previous occupiers have made as leaseholder for which you are responsible for insuring and are not covered by the freeholder’s or any other insurance.

Period of Insurance

The length of time the insurance is in force as shown on **your schedule** ~~and for which you have paid, and we have accepted a premium.~~

Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

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

General Conditions – Pages 12 & 13

1) The following condition has been deleted & replaced:

6. Assignment

You cannot transfer your interest in this policy to anyone else without our written agreement.

~~6. Premium Payment~~

~~We will not make any payment under this policy unless you have paid the premium.~~

Conditions that Apply to the Buildings Section Only – Page 14

1) The following condition has been updated:

Your sum insured

~~1. We will not reduce the **sum insured** under section 1 after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.~~

~~2.~~ 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**.

Conditions that Apply to the Contents Section Only – Page 15

1) The following condition has been updated:

Your sum insured

~~1. We will not reduce the **sum insured** under section 2 after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.~~

~~2.~~ If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents** of **your property** 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 property** as new, then **we** will pay up to 75% of any claim made by **you**.

General Exclusions – Pages 16 & 17

1) The following exclusion has been updated:

1. Any loss or damage:

- that is not associated with the incident that caused **you** to claim.
- **that commenced before cover starts** ~~occurring before cover starts or arising from an event before cover starts.~~
- caused by **deliberate wilful** acts by **you** or any of **your** employees.
- or liability caused by deception other than by any person using deception to gain entry to **your property**.
- caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
- caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

Examples of Wear & tear excluded under this policy include but are not limited to for example the following:

- Damp formed over a period of time.
- Blocked or poorly maintained guttering.
- Failure of a flat roof due to age.
- Worn out carpets.

Examples of Mechanical & electrical breakdown excluded under this policy include but are not limited to for example the following:

- Electrical failure of an electrical component in televisions or computers.
- Mechanical failure of a clock mechanism.

Claims Conditions – Pages 18 & 19

1) The following condition has been updated:

2. How we deal with your claim

e) Excess

In respect of a single event, if your claim is for loss or damage under more than one section of your policy, we will only deduct one excess rather than deduct an excess per section.

The excess deducted will be the highest excess of the sections you are claiming under.

~~If your claim is in respect of a single event and we are paying you under multiple sections of your policy then we will only deduct the highest excess of those sections rather than deducting each excess under each section.~~

Section 1 – Buildings – Bronze Additional Cover – Pages 21 & 22

1) The following additional cover has been updated:

This section of the insurance also covers	We will not pay
D – Sale of your Premises Anyone buying the premises will be entitled to the benefit of 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 sooner.	a) if the buildings are more specifically insured under any other insurance b) any claim under any other the additional covers of this policy

Section 1 – Buildings – Silver Additional Cover – Pages 26 & 27

1) The following additional cover has been updated:

This section of the insurance also covers	We will not pay
D – Sale of your Premises Anyone buying the premises will be entitled to the benefit of 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 sooner.	a) if the buildings are more specifically insured under any other insurance b) any claim under any other the additional covers of this policy

Section 1 – Buildings – Gold Standard Cover – Pages 31 & 32

1) The following cover has been increased:

This insurance covers the buildings for physical loss or damage caused by	We will not pay
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total b) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 in Section 1 – Buildings – Gold Standard Cover c) for loss or damage to domestic fixed fuel-oil tanks, swimming pools , hot tubs and ornamental fountains or ponds d) for loss or damage due to the lack of grouting or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total.
6. theft or attempted theft	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total b) for loss or damage resulting from theft or attempted theft from the property unless as a result of violent and/or forcible entry or exit.
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total.

Section 1 – Buildings – Gold Additional Cover – Pages 32-34

1) The following additional covers have been updated/added:

This section of the insurance also covers	We will not pay
E – Sale of your Premises Anyone buying the premises will be entitled to the benefit of 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 sooner.	a) if the buildings are more specifically insured under any other insurance b) any claim under any other the additional covers of this policy

L – Security Expenses Costs incurred by you to: <ul style="list-style-type: none"> • refill fire extinguisher appliances • replace used sprinkler heads • reset fire, intruder alarms and closed circuit television equipment following loss or damage which is covered under Section 1 - Buildings – Gold Standard Cover. 	a) more than £5,000 any one claim.
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Section 2 – Contents – Gold Standard Cover – Page 35

1) The following cover has been increased:

This insurance covers the contents for physical loss or damage caused by	We will not pay
4. escape of water from fixed water tanks, apparatus or pipes	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total b) for loss or damage due to the lack of grouting or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total.
6. theft or attempted theft	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total b) for loss or damage resulting from theft or attempted theft from the property unless as a result of violent and/or forcible entry or exit.
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) more than £5,000 £7,500 per claim. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 £7,500 in total.

Section 3 – Accidents to Domestic Employees – Page 37

1) The following cover has been increased:

Limit of insurance

We will not pay more than ~~£5,000,000~~ £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 4 – Legal Liability to the Public – Page 38 & 39

1) The following cover has been increased:

Limit of insurance

We will not pay more than ~~£2,000,000~~ £5,000,000 in all.

Section 5 – Legal Expenses – Page 40-47

1) The 'How much we will pay' section has been updated:

Your schedule shows the provider and **insurer** of this section.

If a claim is accepted under this insurance, **we** will appoint our panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, ~~you will be responsible for any advisers' costs in excess of our standard advisers' costs,~~ **advisers' costs** payable by **us** are limited to no more than (a) **our standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **advisers' costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:

- a) The **insured incident** takes place in the **period of insurance** and within the **territorial limits**
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

If your claim is covered under a section of this policy and no exclusions apply then it is vital that you comply with the conditions of this policy in order for your claim to proceed. The conditions applicable to this section of the policy are contained under the 'Conditions' section on page 40 and should be read carefully.

2) The following 'Definitions' have been added:

Data Protection Legislation

The relevant **data protection legislation** in force in the United Kingdom at the time of the **insured incident**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

3) The following claims conditions have been updated/added:

c) **You** must supply at **your** own expense all of the information which **we** require to decide whether a claim may be accepted. ~~If court proceedings are issued or a conflict of interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers' costs in excess of our standard advisers' costs. The adviser must:~~

- ~~i) Represent you in accordance with our standard conditions of appointment.~~
- ~~ii) Confirm in writing that they will enable you to comply with your obligations under this insurance.~~
- ~~iii) Agree with us the rate at which their costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.~~
- d) The adviser must represent you in accordance with our standard conditions of appointment available on request.**

4) The following conditions have been updated/added:

3- Reasonable Prospects

~~At any time we may form the view that you do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, we may decline support or any further support. In forming this view we may consider:~~

- ~~a) The amount of money at stake.~~
- ~~b) Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.~~
- ~~c) The prospects of being able to enforce a judgment.~~

d) Whether **your** interests could be better achieved in another way.

3. Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome.

A positive outcome includes, but is not limited to:

- a) Being able to recover the amount of money at stake.
- b) Being able to enforce a judgement.
- c) Being able to achieve an outcome which best serves **your** interests.

The assessment of **your** claim and the prospects of its success will be carried out by an independent legal **adviser**. If the **adviser** forms the view that there is not more than a 50% chance of winning the case and achieving a positive outcome, then **we** may decline or discontinue support for **your** case.

4. Proportional Costs

An estimate of the **advisers costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **advisers costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

5. Duty of Disclosure

Consumer

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information you are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when you took out this insurance.

Non-Consumer

If this policy covers **your** business, trade or professional interests, **you** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **you** should be aware would influence the insurer's decision to provide insurance to **you** on the terms agreed.

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **disclosure breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **disclosure breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **disclosure breach** been known
- d) Proportionately reduce the amount you are entitled to in the event of a successful claim if a higher premium would have been charged had the **disclosure breach** been

6. Suspension of Cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The insurer will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

7. Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

8. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

9. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

10. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If we believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, we reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

11. Fraud

In the event of fraud, we:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to you in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to us
- d) Will no longer be liable to you in any regard after the fraudulent act.

5) A new section has been added called 'Section 5 –Legal Expenses– Customer Services'.

End of 'Unoccupied 2018 - What's changed?' Document.

IMPORTANT: If you are not clear about anything and how it will affect you speak to your broker or insurance intermediary immediately.

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