

# What's Changed Amethyst Home Insurance Policy - 2018

For UK home insurance policy wording reference: AME/0118/PW

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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 April 2017 policy wording, with a wording reference of AME/0417/PW, and the 2018 policy wording, with a wording reference of AME/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.

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## 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 & 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 – Page 3**

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](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’ 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 pages 16 and 17~~ to the ‘Claims Conditions’ section of this **policy wording as well as the individual sections of cover** 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 immediately.

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 7 of this **policy** covers **you** for Home Emergencies.

### Claims Guarantee

If **we** do not pay **your** claim within 4 working days after **you** have agreed **our** settlement figure, **we** will pay interest at **your** bank’s base rate. **We** will not do this if **your** premium payments are not up to date or if **your** bank is not in the **United Kingdom**. **You** must provide **your** bank details at the time of settlement otherwise this offer does not stand.

## Definitions – Words with Special meanings – Pages 7-11

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

### 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 Exclusions – Pages 14 & 15

1) The following exclusion has have 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 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 to the **buildings**.
- caused by gradual deterioration, rusting, corrosion, rot, fungus, warping, action of light, moth or vermin, rodents, insects, pests, mould, damp, infestation or climatic conditions.
- mechanical or electrical breakdown, fault or failure (other than cover for home emergency costs covered by Section 7).
- caused by coastal or river bank erosion.
- **caused by chewing, scratching, tearing, fouling and vomiting by your pets.**

~~Examples of~~ **Wear & tear excluded under this policy include 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 for example the following:**

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

## Claims Conditions – Pages 16 & 17

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 – 1.What is covered – Page 18**

1) The following section has been amended:

**We** will pay for all physical loss and damage to **your buildings** (including rebuilding expenses) listed on **your schedule** up to the **sum insured** during the **period of insurance**, provided that the loss or damage is not excluded under this section, the General Conditions or under the General Exclusions.

**Section 1 – Buildings – 2.How much we will pay – Page 18**

1) The following section has been amended:

The **sum insured** of the **buildings** must represent the estimated cost of rebuilding the **buildings** if it were destroyed in a fire, ~~not including fees and extra expenses.~~

2) The following section has been amended:

**ii. Replacement Cover**

**We** will pay the cost of rebuilding or repairing the damaged **building** up to the **sum insured** on **your schedule**. **We** expect **you** to carry out any repair work as soon as is possible. If **you** and **we** agree that it is unreasonable to carry out any repair work then **we** will pay you an amount that we consider to be fair. ~~We will also pay any fees and extra expenses up to an amount equal to 25% of the insured cost of repairs to the building.~~

**Section 1 – Buildings – 3.Special Extensions – Pages 19-23**

1) The following special extensions have been updated/added:

We will pay for:	We will not pay:
<p>1. 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 1.</p>	<p>a) this extension for more than 3 years. b) any costs recoverable elsewhere. c) any costs incurred before <b>we</b> provided <b>our</b> agreement to pay. d) any alternative accommodation payable after the property is reinstated and ready for habitation.</p>
<p>8. Replacement Locks Costs <b>you</b> have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the <b>home</b> following: a) theft or loss of <b>your</b> keys; or b) where there is evidence that such keys have been copied by an unauthorised person. <del>If the keys to any external doors and windows, alarm systems and safes are lost or stolen, we will pay the cost of replacing and installing the locks and keys.</del> No <b>excess</b> applies to this Special Extension.</p>	
<p>12. Fatal Injury <b>We</b> will pay a benefit if <b>you</b> suffer a physical injury as a result of: a) a fire or outward and visible violence by burglars at <b>your premises</b>, or b) an assault in the <b>United Kingdom</b> <del>that is not connected to any business or occupation</del> provided that death ensues within twelve (12) months of such injury.</p>	<p>a) more than £50,000 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 <b>your policy</b> for any one incident. c) <b>domestic employees</b>.</p>



<p>25. Listed Property Planning Protection Reinstating the <b>buildings</b> back to the pre altered position, if following a loss it is discovered that alterations were made to <b>your</b> listed <b>buildings</b> by a previous owner without planning permission and <b>you</b> are required by the local authority to reinstate back to the pre altered position.</p>	<p>a) more than <del>£5,000</del> <b>£15,000</b> in any one <b>period of insurance</b>. b) any loss that would be covered under Section 5 – Defective Premises cover. c) any alterations <b>you</b> have made to the <b>buildings</b>.</p>
<p>27. Security Expenses Costs incurred by <b>you</b> to: a) refill fire extinguisher appliances b) replace used sprinkler heads c) reset fire, intruder alarms and closed circuit television equipment following loss or damage which is covered under Section 1 – Buildings.</p>	
<p>28. Removal of Nests Costs incurred by <b>you</b> to remove bees, wasps and hornets nests from the <b>premises</b>.</p>	<p>a) more than £5,000 any one claim.</p>

## Section 1 – Buildings - Exclusions – Page 24

1) The following exclusion has been deleted:

4. 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
- ~~occurring as a result of the **buildings** 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 – 4.Special Extensions – Pages 26-30

The following special extensions have been updated/added:

We will pay for:	We will not pay:
<p>1. 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) this extension for more than 3 years. b) any costs recoverable elsewhere. c) any costs incurred before <b>we</b> provided <b>our</b> agreement to pay. <b>d) any alternative accommodation payable after the property is reinstated and ready for habitation.</b></p>
<p>9. Money and Bank Cards <b>Your money</b> and <b>bank cards</b> are insured against physical loss or physical damage occurring anywhere in the world during the <b>period of insurance</b>. <b>We</b> will pay any amounts that <b>you</b> legally have to pay if <b>your bank cards</b> have been used without <b>your</b> permission after they have been lost or stolen, <del>provided you follow all the terms under which the bank cards were issued.</del></p>	<p>a) more than £25,000 for <b>bank cards</b> for any one incident. b) more than £2,500 for <b>money</b> for any one incident. c) <b>money</b> left in an unattended vehicle.</p>

<p>11. Replacement Locks  Costs <b>you</b> have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the <b>home</b> following:  a) theft or loss of <b>your</b> keys; or  b) where there is evidence that such keys have been copied by an unauthorised person.  <del>If the keys to any external doors and windows, alarm systems and safes are lost or stolen, we will pay the cost of replacing and installing the locks and keys.</del>  No <b>excess</b> applies to this Special Extension.</p>	
<p>18. Guests, Visitors and <b>Domestic Employees</b>  Personal Effects  Loss or damage to guests, visitors and <b>domestic employees</b> personal effects not insured elsewhere while in the <b>home</b>.</p>	<p>a) more than £5,000 any one claim.  b) any single item, pair or set over <del>£1,000</del> <b>£2,500</b>.</p>
<p>21. 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 £10,000 for any one claim.  b) any single item, pair or set over <del>£1,000</del> <b>£1,500</b>.</p>
<p>26. Fatal Injury  <b>We</b> will pay a benefit if <b>you</b> suffer a physical injury as a result of:  a) a fire or outward and visible violence by burglars at <b>your premises</b>, or  b) an assault in the <b>United Kingdom</b> <del>that is not connected to any business or occupation (other than home business)</del>  provided that death ensues within twelve (12) months of such injury.</p>	<p>a) more than £50,000 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 <b>your policy</b> for any one incident.  c) <b>domestic employees</b>.  d) more than £50,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.</p>
<p>27. <b>Contents</b> Kept Elsewhere  Loss or damage to <b>contents</b> belonging to <b>you</b> whilst kept at another property owned by <b>you</b>.</p>	<p>a) more than £5,000 any one claim.</p>

## Section 4 – Valuables – 2.How much we will pay – Page 34

1) The following section has been amended:

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions.

The basis of settlement is **our** sole discretion.

~~Items, pairs or sets worth more than £10,000 must be specified individually and held on file by us or your broker or insurance intermediary. For valuables not listed individually in a specification, the full value is the replacement cost or current market value, whichever is the greater.~~

## Section 4 – Valuables – 3.Special Limits – Page 34

1) The following section has been added:

Items, pairs or sets worth more than £10,000 must be specified individually. For **valuables** not listed individually on **your schedule**, the full value is the replacement cost or current market value, whichever is the greater.



## Section 6 – Legal Expenses & Identity Theft – Pages 40-49

1) The following helplines have been updated:

### Legal and tax advice helpline 0344 571 7976

If **you** have a legal or tax problem we recommend that **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law or personal tax matters within the UK.

**Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

Use of this service does not constitute reporting of a claim.

~~The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. Use of this service does not constitute reporting of a claim.~~

### Identity theft resolution service 0333 000 2083

This helpline provides advice to help **you** keep **your** identity secure. If **you** suspect **you** are a victim of identity theft, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties.

This service is available from 8am to 8pm seven days a week.

~~This service is available 8am to 8pm seven days a week. If you suspect that your identity may have been stolen you can get help from our specialist caseworkers to correspond with credit rating agencies, banks, credit card companies, financial service providers or other parties in order to repair your credit rating, restore your identity or resolve a dispute that has arisen from the use of your personal information to commit fraud or commit crimes. Case workers can also give you tips about keeping your personal data safe.~~

2) The following definitions have been updated:

### Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees **on the basis of 100% "no-win no-fee"**.

~~a) in full where **your** claim is successful or~~

~~b) in part or not at all where **your** claim is unsuccessful.~~

### Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees **on the basis of 100% "no-win no-fee"**.

~~a) in full where **your** claim is successful or~~

~~b) in part or not at all where **your** claim is unsuccessful.~~

### Communication costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where **you** have taken advice from **our** Identity Theft Advice and Resolution Service.

~~The reasonable cost of **United Kingdom** phone calls, postage, photocopying or faxes and credit reports required to implement advice provided by **our** identity theft advice and resolution service.~~



3) The following section of cover have been updated:

What the <b>underwriter</b> will pay for:	What the <b>underwriter</b> will not pay for:
<p>a) Employment A dispute with <b>you</b> current, former or prospective employer relating to <b>your</b> contract of employment or related legal rights. A claim can be brought once all internal dismissal and grievance procedures as set out in the:</p> <ul style="list-style-type: none"> <li>• ACAS Code of Practice for Disciplinary and Grievance Procedures, or</li> <li>• Labour Relations Agency Code of Practice on Disciplinary and Grievance procedures in Northern Ireland,</li> </ul> <p>have been or ought to have been concluded. <b>You</b> are required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) disputes arising solely from personal injury</li> <li>b) defending <b>you</b>, except for defending an appeal</li> <li>c) <b>legal costs &amp; expenses</b> for an employer's grievance hearing or appeal</li> <li>d) fees that are recoverable from an employer or ex-employer by order of a court or tribunal</li> <li>e) <b>your employer's or ex-employer's pension scheme</b></li> <li>f) a compromise agreement between <b>you</b> and <b>your</b> employer. <b>We</b> will be able to help <b>you</b> find a suitable solicitor who will assist <b>you</b> with this at <b>your</b> expense.</li> </ul>
<p>m) Crisis communication Following an event which causes <b>your business you</b> significant adverse publicity or reputational damage <b>we</b> will <del>liaise with you and/or your solicitor (whether or not the solicitor is an appointed advisor under this section), or other spokesperson to:</del></p> <ul style="list-style-type: none"> <li><del>• prepare messaging for your social media followers</del></li> <li><del>• prepare voicemail or website script</del></li> <li><del>• draft a media or other suitable statement or press release and where necessary</del></li> <li><del>• arrange, support and represent you at a press conference</del></li> <li>• liaise with <b>you</b> and <b>your</b> solicitor (whether the solicitor is an <b>appointed advisor</b> under this policy, or acts on <b>your</b> behalf under any other policy), to draft a media statement or press release</li> <li>• prepare voicemail or website script</li> <li>• arrange, support and represent <b>you</b> at an event which media will be reporting</li> <li>• support <b>you</b> by taking phone calls/email messages and managing interaction with media outlets</li> <li>• support and prepare <b>you</b> for media interviews</li> </ul> <p>provided that <b>you</b> have sought and followed advice from <b>our</b> Crisis communication helpline.</p>	<ul style="list-style-type: none"> <li><del>a) professional fees and expenses in excess of £10,000.</del></li> <li>a) matters that should be dealt with through <b>your</b> normal complaints procedures</li> <li>b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast</li> <li>c) <b>legal costs &amp; expenses</b> in excess of £10,000</li> </ul>

3) The following exclusion has been updated:

## 2. Freedom to choose an appointed advisor

c) ~~where you wish to exercise your right to choose you must write to us with your preferred representative's contact details. Where you choose to use your preferred representative, the insurer will not pay more than we agree to pay a solicitor from our panel. (Our panel solicitor firms are chosen with care and we agree special terms with them which may be less than the rates available from other firms).~~

Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms).

## Section 8 – Cyber – 3.Conditions – Page 56

1) The following paragraph has been updated:

The following conditions apply in addition to the 'General Conditions' shown on page 12 of the **policy**, ~~if you do not keep to these conditions and this reduces our legal or financial rights under the policy, we may refuse to pay part or all of your claim~~ **If you fail to comply with any of these conditions this insurance may become invalid, or affect the settlement of any claim under this policy.**

### **End of 'Amethyst 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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