

What's Changed HomeWorks Insurance Policy 2018

For Republic of Ireland Residential Building Works insurance policy wording reference:
HWKI/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 HWKI/0117/PW, and the 2018 policy wording, with a wording reference of HWKI/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.

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 **accidental damage** and/or **bodily injury**.

There are a number of claims conditions that operate. Please refer to the 'General 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.

~~There are a number of claims conditions that operate and details on how we will deal with your claim within this policy.~~

Definitions – Words with Special Meanings – Pages 7-10

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

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.

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 11-13

1) The following conditions have been replaced/amended:

2. Your Duty of Care

You must take all reasonable steps to:

- ensure the safety of the **risk address**
- prevent accidents and comply with all statutory obligations and to maintain the **contract works**, machinery, plant and **existing structure** in good condition and repair
- select **registered contractor(s)** who are experienced to carry out the **contract works** they will be undertaking as defined in the **contract**.
- remedy any defect or danger as soon as it is discovered and take any necessary precautions
- prevent any circumstances arising or cease any activity which may give rise to a claim under the **policy**

If **you** do not, **we** will not be liable to pay any related claim.

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.~~

10. Risk Management Survey

Where the total of the **existing structure sum insured** and the **contract works sum insured** is greater than or equal to €2,500,000 **we** may speak to **your broker or insurance intermediary** to arrange a mutually agreeable date and time to visit the **risk address** with **you** or **your** representative to undertake a risk management survey free of charge.

We may at **our** discretion offer this service to **you** if **your existing structure sum insured** and **contract works sum insured** is less than €2,500,000. Where **we** do, **we** will speak to **your broker or insurance intermediary** to arrange a mutually agreeable date and time to visit the **risk address** with **you** or **your** representative.

The risk management survey will be conducted by a qualified risk engineer and **we** will insure the **risk address** in accordance with the terms described on **your schedule** from the start of the period of insurance until the date **we** tell **your broker or insurance intermediary** about the results of the risk management survey.

Your broker or insurance intermediary will then write to **you** to confirm that the insurance will continue on the current terms if the risk management survey is satisfactory, or to tell **you** if **we** require **you** to carry out any additional requirements. **Your broker or insurance intermediary** will then tell **you** the timescales within which **you** must carry out any additional requirements.

If **we** consider the risk management survey to be unsatisfactory, or if **you** do not or will not carry out the stated additional requirements, **we** have the right to immediately amend the terms of the insurance or the cancel the **policy**. If this is the case **your broker or insurance intermediary** will write to **you** giving you a minimum 7 days notice by recorded post to **your** correspondence address shown on **your schedule**.

General Claims Conditions – Pages 14 & 15

1) The following exclusion 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.~~

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 home**.
- caused by loss of profit, business interruption or any economic loss of any kind
- caused by or resulting from the **risk address** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority, or any emergency service
- resulting from any **contract works** being undertaken at an open trench depth of 5 metres (16 feet 4.85 inches) below the normal ground level surrounding the **home**, unless **we** have agreed and accepted such **contract works** before such **contract works** commence and **your schedule** specifically states that this exclusion no longer applies
- to, and the cost necessary to replace, repair or rectify any part of the **risk address** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship. This shall not apply to any part of the **risk address** which is free of the defective condition but is damaged in consequence thereof
- to any part of the **risk address** to enable the replacement, repair or rectification of any part of the **risk address** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship.

For the purpose of this **policy** and not merely this exclusion, the **risk address** shall not be regarded as damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the **risk address** or any part thereof

- where **contract works** cease for 30 continuous days unless expressly agreed by **us** in writing.
- where the cessation of the **contract works** is solely due to the granting of statutory consent for the carrying on of the **contract works** by the appropriate enforcing authority, this period is increased to 60 continuous days

- where any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected
- 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 the following:

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

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

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

Special Conditions that apply to Fire cover – Pages 18 & 19

1) The following condition have been updated:

3. Safety Health and Welfare at Work (Construction) Regulations ~~2006-2012~~ 2013 in Ireland

This special condition applies where the original **contract** price exceeds €3,000,000.

Your contractor(s) undertake to comply with Part 4 General Safety Provisions Section 45 (Fire Detection and Fire Fighting) of S.I. No. ~~291 of 2013~~ ~~504 of 2006~~ Safety and Welfare at Work (Construction) Regulations ~~2006-2012~~ 2013 in Ireland or any subsequent amendment thereto or revised edition thereof current at the commencement of the **contract** (as specified in the **policy**) hereinafter referred to as the Safety Health and Welfare at Work (Construction) Regulations ~~2006-2012~~ 2013.

Our appointed representative shall have the right at all reasonable times to enter and inspect the **risk address** for the purpose of checking whether the conditions thereon in all respects comply with the Safety Health and Welfare at Work (Construction) Regulations ~~2006-2012~~ 2013.

In the event that **we** become aware of a breach of the Safety Health and Welfare at Work (Construction) Regulations ~~2006-2012~~ 2013 **we** may inform the construction site management of the nature of the breach specifying the remedial measures **we** require and the period within which these must be completed.

Where **we** consider such a breach is of sufficient importance **we** may confirm the same by notice in writing to you. Under the terms of this or any subsequent notice **we** may suspend or cancel all cover under this **policy** from the date named in the notice not being a date earlier than the date named for completion of remedial measures it being understood that upon suspension such cover will be reinstated when **we** are satisfied that the remedial measures have been completed such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand. This special condition shall not by itself be considered a condition precedent to **our** liability, but its inclusion shall not prejudice, waive or remove **our** rights under the terms of any other **policy** exclusions, conditions or special conditions.

Section 1 – Your Property – Special Extensions – Pages 21-26

1) The following special extension has been amended:

What is additionally covered	What is not covered by each Special Extension We will not pay
<p>6. Alternative Accommodation and Loss of Rent In the event of accidental damage to the risk address rendering the existing structure uninhabitable we will pay the following, to the extent that they are a direct consequence of that accidental damage:</p> <p>1) additional costs incurred by you for alternative accommodation substantially the same as the risk address, and/or, 2) loss of rent due to you under a rental or lease agreement for the risk address which you are unable to recover.</p> <p>The maximum amount that we will pay under this special extension is €100,000 €250,000 or 20% 25% of the sum insured for the existing structure, whichever is less.</p> <p>Amounts paid under this special extension are additional to the sum insured for the existing structure.</p>	<p>a) any costs recoverable elsewhere. b) any costs incurred before you obtained our consent unless immediate action was required for safety reasons.</p>

End of 'Homeworks 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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