

Notice to Policyholder

v08.2022.001

Changes to Your Insurance Policy Terms

Thank you for choosing Aviva as Your insurer. This notice should be read as one document with your policy wording and The Schedule as together they will form part of your contract of insurance.

This notice advises you of changes to your policy which will take effect from your renewal/inception date as shown on The Schedule.

Please ensure you read the changes carefully (together with your policy wording) and keep them together with your other policy documents.

Where clauses have been restated below, any limits stated in The Schedule or elsewhere in the wording, have been restated as specified below.

Section 1 Property Damage

Please review your documents to see how these changes impact you:

Homeworkers

A new Property Damage Extension has been added

30 Homeworkers

This Section includes **Damage to the Property Insured** whilst at the permanent residence of any director, partner or **Employee** within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland to enable them to carry out clerical activities in connection with the **Business**.

The maximum the **Insurer** will pay per director, partner or **Employee** in respect of any one claim and in any one **Period of Insurance** is £5,000 and shall not exceed the Sum Insured for the **Property Insured**.

Section 2 Business Interruption Section

Please review your documents to see how these changes impact you:

Extension 2. Extended Incident a) Notifiable Human Disease and Other Health Risks

We have amended the title of this extension, the limit payable, restricted the cover to Specified Disease, removed cover for cleaning, decontamination, repair and replacement of property and defined the list of Specified Diseases covered.

The following Extended Incident is amended and restated as follows:

Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

- i. any occurrence of a **Specified Disease** at the **Premises**
- ii. any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from the **Premises**
- iii. the discovery of an organism at the **Premises** which is likely to result in any person contracting an illness caused by food or drink poisoning, or a **Specified Disease**
- iv. the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, at the **Premises**
- v. any occurrence of murder or suicide at the **Premises** that causes restrictions on the use of the **Premises** on the order or advice of a competent authority.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Extension.

The maximum the **Insurer** will pay in the aggregate in respect of any one **Period of Insurance** is £25,000.

The **Insurer** will not provide cover

- (1) if in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease, You have failed to ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending Code of Practice.
- (2) for any costs incurred recall or checking of property
- (3) for any reduction in the Turnover or, where insured by this Section, Revenue, Fees or Rentals resulting from
 - (a) any occurrence of a **Specified Disease** not at the **Premises**

- (b) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at the **Premises**.
(4) for any interruption or interference lasting less than 72 consecutive hours.

Definitions for the purposes of this Extension

Indemnity Period

The period during which the results of the **Business** are affected due to the accident, occurrence or discovery starting from the date the **Premises** are closed or their use restricted and ending not later than the **Maximum Indemnity Period**.

Maximum Indemnity Period

3 months

Specified Disease

Any of the following diseases contracted by any person Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis or Whooping cough.

This Extension does not apply in respect of any other Business Interruption Extension. The amount payable is inclusive of any amounts payable under the provisions of any other Business Interruption Extension or Clause.

Extension 2. Extended Incident b) Prevention of Access and Loss of Attraction

We have applied a Maximum Indemnity Period, amended the limit payable to any one Period of Insurance and added exclusions.

The following Extended Incident is amended and restated as follows:

Prevention of Access and Loss of Attraction

- i. any **Damage** within a radius of 1 mile of the **Premises**;
- ii. unlawful occupation of the **Premises** by any person but excluding occupation of the **Premises** by any person or persons taking part in a labour dispute;
- iii. the presence of or suspected presence of, a harmful device or weapon in, or within a radius of 1 mile of the **Premises** provided that the police or other appropriate statutory authorities are notified as soon as practicable;
- iv. a gas leak or suspected gas leak at or within a radius of 1 mile of the **Premises** that prevents or hinders the use of the **Premises** and, where relevant, access thereto or results in loss of attraction to the **Insured's Business** by customers or potential customers.
- v. closure or sealing off of the **Premises** or any right of way by the police or other statutory authority which
 - (1) prevents or hinders the use of the **Premises** or access thereto or, where the **Premises** forms part of a larger complex development or shopping centre, prevents or hinders the use of the entire complex development or shopping centre or access thereto or;
 - (2) causes a reduction in the number of people using the **Premises** or, where the **Premises** forms part of a larger complex development or shopping centre, causes a reduction in the number of people using the same.
- vi. closure or sealing off of roads or transport systems within a mile of the **Premises** by the police, fire, or other statutory authority or local or transport authority, which
 - (1) prevents the **Insured's** staff from reaching their usual place of work or;
 - (2) causes a reduction in the number of people using the **Premises** or, where the **Premises** forms part of a larger complex development or shopping centre, causes a reduction in the number of people using the same. In so far as concerns paragraph i) above, this shall not include loss, destruction or damage to property of any of the **Insured's** suppliers of electricity, gas, water, effluent, telecommunications or internet provision or satellite services, which prevents or hinders the supply of such services to the **Premises**.

The maximum the **Insurer** will pay in the aggregate in respect of any one **Period of Insurance** is

- (1) £50,000; or
 - (2) the Sum Insured stated in The Schedule
- whichever is the lower.

The **Insurer** will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by the **Insured**, or through the **Insured's** misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours.

Definitions for the purposes of this Extension

Indemnity Period

The period during which the results of the **Business** are affected due to the accident, occurrence or discovery starting from the date the **Premises** are closed or their use restricted and ending not later than the **Maximum Indemnity Period**.

Maximum Indemnity Period

3 months.

This Extension does not apply in respect of any other Business Interruption Extension. The amount payable is inclusive of any amounts payable under the provisions of any other Business Interruption Extension or Clause.

Extension 2. Extended Incident c) Utilities

We have amended the limit payable, amended exclusion ii and added exclusions vii, viii and ix. The following Extension is amended and restated as follows:

Utilities

- a) **Damage** - Loss, destruction or damage of land-based installations and /or equipment used for the supply of electricity, gas, water, effluent, telecommunications or internet provision services.
- b) **Accidental failure** - Loss following the accidental failure of the supply of electricity, gas, water, effluent, telecommunications or internet provision services, at the terminal ends of the service feeders or receivers or meters

but this Extension will not cover loss following failure of supply

- i. due to failure of any satellite;
- ii. due to the deliberate act of a supplier or caused by the exercise of any supplier's to withdraw or restrict supply or services;
- iii. due to default on the part of the **Insured**;
- iv. due to cessation of work;
- v. due to drought;
- vi. that is otherwise insured under paragraph i) **Damage**
- vii. lasting less than 24 consecutive hours for the accidental failure of telecommunications or internet provision services
- viii. lasting less than 4 consecutive hours for the accidental failure of electricity, gas, water and effluent
- ix. lasting more than 7 consecutive days

The maximum the **Insurer** will pay in respect of any one loss and in the **Period of Insurance** is £50,000, unless any other limit is stated in the Schedule for Utilities.

The maximum the **Insurer** will pay is

- (1) £50,000 maximum payable any one loss for failure resulting from accidental means other than **Damage**
- (2) £100,000 maximum payable any one **Period of Insurance** for failure resulting from accidental means other than **Damage**

This Extension does not apply in respect of any other Business Interruption Extension. The amount payable is inclusive of any amounts payable under the provisions of any other Business Interruption Extension or Clause.

Section 3 – Employers Liability

Please review your documents to see how these changes impact you:

Exclusions

Exclusion 5 is amended and restated as follows:

5. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses.

A new Exclusion has been added.

6. In respect of any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (6)(a) above except as stated in **Special Provision - War** below.

Special Provision – War

Subject otherwise to the terms of the policy

Neither of the exclusions in (6)(a) and (6)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this **Special Provision - War** is limited to £5,000,000, including Costs and Expenses.

Section 4 – Public and Products Liability

Please review your documents to see how these changes impact you:

Exclusions

The data exclusion is amended and restated as follows:

5. any liability, loss, destruction, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any
- (a)
 - (i) **Virus** or similar mechanism
 - (ii) any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of **Computer Equipment** or **Data**, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks
 - (iii) unauthorised access to or processing of or use or operation of **Computer Equipment**
 - (iv) error or omission involving access to or processing of or use or operation of **Computer Equipment**
 - (v) **Failure of a System**
 - (vi) action taken in controlling, preventing, suppressing or remediating any of the above
 - (b) Loss of **Data** or any repair, replacement, restoration or reproduction of **Data**

Exclusion (a) (i) – (v) shall not apply to any resulting

- (i) **Bodily Injury** (other than mental injury, mental anguish or mental disease which does not itself result from any other **Bodily Injury**)
- (ii) **Property Damage** which would be covered under this policy but for the operation of this Exclusion.

Exclusion (a) (iv) and (a) (v) shall not apply to any cover more specifically provided in this policy in relation to the protection of data as defined under Section 168 of the Data Protection Act 2018 or Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any subsequent or replacement legislation in respect of the foregoing.

A new Exclusion has been added.

15. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (15)(a) and/or (15)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (15)(a) and (15)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses.

Commercial Legal Protection

Please review your documents to see how these changes impact you:

Territorial Limits

The Territorial Limits have been amended to reflect the United Kingdom is no longer part of The European Union: The following Definition is amended and restated as follows:

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingencies 2E) and 3B Bodily Injury

The European Union, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

General Conditions

Please review your documents to see how these changes impact you:

Severability of Interest

A new General Condition has been added.

8. Severability of Interest

Applicable to all Sections other than the Public and Products Liability Section, in respect of which, the Cross Liabilities clause shall apply.

*If the **Insured** comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.*

Provided that for the purposes of the Loss Limit, Total Sum Insured, Sum Insured, Limits of Liability, any other cover limit, limit of liability or indemnity and/or any amount payable stated in the Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

(a) Aviva as one party

and

*(b) the **Insured**, as the other party.*

Sanctions

A new General Condition has been added.

9. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

General Exclusions

Please review your documents to see how these changes impact you:

Sanctions and Regulations

This General Exclusion has been deleted and replaced by General Condition 9 – Sanctions.