

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.

Property Damage and Theft Section

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

Clauses

Homeworkers

A new Property Damage and Theft Section Clause has been added

Homeworkers

We will indemnify You in respect of 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 We 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.

Business Interruption Section

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

Extensions

Prevention of Access

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

The following Extension is amended and restated as follows:

Prevention of Access

Property within 1 mile of the boundary of The Premises and which physically prevents or restricts access to, or use of, The Premises.

The maximum We 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.*

We 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 You, or through Your misconduct, connivance, neglect or omission*
- (3) any interruption or interference lasting less than 72 consecutive hours.*

Definitions

For the purposes of this Extension, the following definitions apply:

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 or Additional Contingency. The amount payable is inclusive of any amounts payable under the provisions of any other Business Interruption Extension, Additional Contingency or Clause.

Loss of Attraction - Unspecified

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

The following Extension is amended and restated as follows:

Loss of Attraction - Unspecified

Property or premises within one mile of the boundary of The Premises, which directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Organisation.

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

- (1) £10,000; or
 - (2) the Sum Insured stated in The Schedule
- whichever is the lower.

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

We 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 You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours.

Definitions

For the purposes of this Extension, the following definitions apply

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 or Additional Contingency. The amount payable is inclusive of any amounts payable under the provisions of any other Business Interruption Extension, Additional Contingency or Clause.

Additional Contingencies**Failure of Electricity Supply**

This Additional Contingency has been restated as follows to include Exception (4). We have also applied a limit any one loss and in any one Period of Insurance.

The following Additional Contingency is amended and restated as follows:

Failure of Electricity Supply

The accidental failure of Your supply of electricity at the terminal ends of Your supplier's feed to The Premises which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one loss and in the Period of Insurance is £250,000, unless any other limit is stated in The Schedule for Failure of Electricity Supply.

The maximum We will pay is

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

than Damage.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of electricity or caused by the exercise of any supplier's of electricity power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) lasting less than 4 consecutive hours but this will not apply for accidental failure resulting from Damage to any generating sub-station of Your supplier of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man
- (4) lasting more than 7 consecutive days unless the failure results from Damage to any generating sub station of Your supplier of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man.

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

Failure of Gas Supply

This Additional Contingency has been restated as follows to include Exception (4). We have also applied a limit any one loss and in any one Period of Insurance.

The following Additional Contingency is amended and restated as follows:

Failure of Gas Supply

The accidental failure of Your supply of gas at the terminal ends of Your supplier's feed to The Premises.

The maximum We will pay in respect of any one loss and in the Period of Insurance is £250,000, unless any other limit is stated in The Schedule for Failure of Gas Supply.

The maximum We will pay is

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

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of gas or caused by the exercise of any supplier's of gas power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) lasting less than 4 consecutive hours but this will not apply for accidental failure resulting from Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man
- (4) lasting more than 7 consecutive days unless the failure results from Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man.

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

Failure of Water Supply

This Additional Contingency has been restated as follows to include Exception (5). We have also applied a limit any one loss and in any one Period of Insurance.

The following Additional Contingency is amended and restated as follows:

Failure of Water Supply

The accidental failure of Your supply of water at the terminal ends of Your supplier's feed to The Premises which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one loss and in the Period of Insurance is £250,000, unless any other limit is stated in The Schedule for Failure of Water Supply.

The maximum We will pay is

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

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of water or caused by the exercise of any supplier's of water power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought or other weather conditions unless equipment has been damaged
- (4) lasting less than 4 consecutive hours but this will not apply for accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man.
- (5) lasting more than 7 consecutive days unless the failure results from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man.

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

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

We have amended the limit payable to any one Period of Insurance as opposed to any one claim, restricted the cover for Specified Disease to The Premises only, and reduced the list of Specified Diseases covered. The following Additional Contingency is amended and restated as follows:

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

The interruption or interference with The Business as a result of restricted use of, or closure of, The Premises on the order or advice of the competent authority which directly results in

- (1) the reduction in the Turnover of The Business; or
- (2) where insured by this Section, a reduction in Revenue, Fees or Rentals following
 - (1) a Specified Disease occurring at The Premises stated in The Schedule
 - (2) any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
 - (3) 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
 - (4) the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, at The Premises
 - (5) any occurrence of murder or suicide at The Premises.

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

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

We 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 in cleaning, repair, replacement, 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 Additional Contingency, the following definitions apply:

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

Failure of Telecommunications

This Additional Contingency has been restated as follows to include Exception (6). We have also applied a limit any one loss and in any one Period of Insurance.

The following Additional Contingency is amended and restated as follows:

Failure of Telecommunications

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay is

- (1) £100 for each day in respect of any one failure and*
 - (2) £50,000 in respect of all failures in any one Period of Insurance*
- unless any other limit is stated on The Schedule for Failure of Telecommunications.*

The maximum We will pay is

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

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services*
- (2) caused by any industrial action*
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions*
- (4) caused by the failure of any satellite*
- (5) lasting less than 24 consecutive hours*
- (6) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man*

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

Employers' Liability Section

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

A new Exception has been added.

- (5) 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 (5)(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 (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 - War** is limited to £5,000,000, including Costs and Expenses.*

Commercial Legal Protection Section

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

Definitions

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.

Policy Conditions

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

Severability of Interest

A new Policy Condition has been added.

(16) Severability of Interest

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

If The Policyholder 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 Policyholder, as the other party.

Sanctions

A new Policy Condition has been added.

(17) 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.