

Commercial Combined Notice to Policy Holders



Notice To Policy Holder

This document details the main changes to the updated policy wording. It does not contain a record of every amendment or those made to individual client policies. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations and exclusions of the policy cover.

General Definitions

Buildings

Structures at the Premises including the following items:

- Outbuildings, extensions, annexes, gangways, canopies, temporary buildings or conveniences which, unless otherwise specified in the Schedule:
 - are built of brick, stone, concrete or metal or other non-combustible ingredients;
 - are roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
 - have an external area which comprises no more than 20% combustible materials, unless as described and accepted by underwriters (otherwise stated in the Schedule).
- Fixed boilers and associated heating apparatus, fixed solar panels, ducting, cables, wires, aerials, satellite dishes, substations and associated control gear and accessories.
- Tenant improvements for which You are responsible
- Glass and sanitary ware.
- Landlords' fixtures and fittings.
- Underground pipes, drains, sewers and cables.
- Fixed signs, lamp posts and street furniture.
- Yards, car parks, roads, bridges, pavements, walkways, terraces, drives forecourts and similar surfaces all constructed of solid materials.

Epidemic Disease

A widespread occurrence or outbreak of:

- an illness or disease;
- specific health-related behaviour; and/or
- other health-related event

with a frequency which clearly exceeds normal expectancy.

Hot Works

Work involving the application or generation of heat or sparks other than by using an electrically operated soldering iron.

Hot Works Risk Assessment

A written risk assessment which must be conducted whenever Hot Works are carried out by You, Your Employees or contractors. The assessment must:

- specifically consider whether Hot Works are necessary or if a safer alternative working method can be adopted; and
- identify appropriate safety measures to be complied with by a party conducting such Hot Works.

Pandemic Disease

An outbreak of Epidemic Disease in more than one community or region.

Silica

Silicon dioxide, silica particles, silica dust, crystalline silica, non-crystalline (amorphous) silica, quartz and silica in any other form including substances containing silica either alone or when combined with other substances.

General Obligations

Unoccupancy

If the Premises become Unoccupied, You must:

notify Us immediately;

- ensure that gas, water and electricity services are switched off at the mains (unless electricity is needed to maintain a fire or intruder alarm system in operation);
- remove accumulations of combustible materials, such as trade waste;
- remove combustible materials which continue to accumulate, such as junk mail, once a week;
- secure the Premises against unlawful entry by locking all gates, fences and other accessways;
- secure Buildings against unlawful entry by closing and locking all doors and windows and putting all security protections in place;
- carry out and document a weekly, thorough inspection of the Premises. You must evaluate the physical condition and state of security of:
 - Buildings (both internally and externally); and
 - gates, fences and other accessways.

Property Section

Contents

Now includes contents of fuel tanks with a £2,000 limit. Wine spirits cigarettes limit now £1,000. Personal effects limit now £5,000. Rare books and works of art covered for an amount of £1,000 any one article not exceeding £2,000 in total.

Capital Additions

Our total liability under this Extension will now not exceed the lesser of 10% of the Sum Insured for Buildings and Contents (as applicable) or £500,000 in any one Period of Insurance.

Drain Clearance

Our total liability under this Extension will now not exceed £25,000 in any one Period of Insurance, being part of the Sum Insured for Buildings.

Loss Minimisation

Following Damage at the Premises, We will pay for reasonable costs and expenses, which You incur with Our prior written consent, to provide necessary additional physical protection to prevent further Damage.

We will not pay

- a. more than the reduction in Damage avoided by the expenditure
- b. for costs otherwise incurred under General Condition - Reasonable Precautions
- c. more than £25,000 in total under this Extension in one Period of Insurance.

Loss of Metered Utilities

Now includes gas and electric. Our total liability under this Extension shall not exceed £25,000 in any one Period of Insurance.

Moulds Tools and Dies

Our total liability under this Extension shall not exceed £25,000 in any one Period of Insurance.

Other Locations

We will pay for Insured Damage to Contents and Stock

- a. whilst in the main building of the private residence of Your director or Employee, within the Territorial Limits and
- b. whilst in transit to and from the main building of such private residence and the Premises.

Our liability under this Extension shall not exceed £2,500 for each claim, or £10,000 for all claims in one Period of Insurance.

Replacement Locks

Our total liability under this Extension will not exceed £5,000 in any one Period of Insurance.

Temporary Removal

Our liability under this Extension in any one Period of Insurance will not exceed £25,000 being part of the Sum Insured for the relevant item.

Trace and Access

Our liability under this Extension will not exceed £25,000 in any one Period of Insurance, being part of the Sum Insured for Buildings.

Trade Samples

Our liability under this Extension shall not exceed £500 for each claim, or £10,000 for all claims in one Period of Insurance.

Underground Services

Our total liability under this Extension will not exceed £25,000 in any one Period of Insurance, being part of the Sum Insured for Buildings.

Business Interruption - This Section is only operative if specified in the Schedule

Customers and Suppliers

Our total liability under this Extension Event will not exceed the amount specified for this Extension in the Schedule or, if no amount is stated, the lesser of £100,000 or 10% of the Sum Insured in any one Period of Insurance.

Property Away from the Premises

Our liability under this Extension Event will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured.

Motor Vehicles

Our liability under this Extension Event will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured.

Property Within One Mile of the Premises

Damage to Property within one mile of the Premises which

- Causes the Premises to be closed; or
- physically prevents customers from accessing the Premises.

Our liability under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured

Property at Utility Supplier Premises

Our liability under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured

Disease, Infestation and Defective Sanitation

A public authority order, Caused By of any of the following events:

- murder or suicide at the Premises;
- customer illness Caused By food or drink supplied at the Premises;
- an outbreak of Contagious Disease at the Premises or within one mile of the Premises;
- the discovery of vermin or pests at the Premises; and/or
- defects in the sanitary arrangements at the Premises Caused By an Accident,

which compels Your Business to cease operating at the Premises

We shall not pay under this Extension for loss:

- to a Business which continues operating, including remotely or at other locations;
- at any part of any Premises to which the order does not apply;
- Caused By an order lasting less than 12 consecutive hours; or
- Comprising the costs of cleaning, repair, replacement, recall or checking of Property.
- Connected With Legionellosis or Legionnaires disease unless you have complied at all times with the Health and Safety Commission's Approved Code of Practice "The Prevention and Controls of Legionellosis" (including Legionnaires Disease) or any supplementary replacement or amending Code of Practice.

Our total liability for all losses in any one Period of Insurance under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured

Essential Employees

Death or permanent disablement by external and accidental means which prevents any of Your principal directors or partners from attending to their usual duties on behalf of the Business.

Our total liability for all losses in any one Period of Insurance under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, £25,000.

Lottery Winner

We will pay reasonable expenses necessarily incurred by you to minimise interruption of or interference with the business at the premises during the indemnity period due to the resignation of an employee or employees resulting from a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual employee.

For the purpose of this clause:

- 'indemnity period' means the period during which the results of the business are affected beginning with the occurrence of the monetary win but not exceeding the maximum indemnity period
- the maximum indemnity period is 3 months.

The most we will pay is £25,000. Excluding any loss where the employee:

- has been employed by you for a period of less than 12 consecutive months
- has served notice or has been served notice of termination of their employment with you prior to the monetary win
- has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win
- works their full period of notice in accordance with their contract of employment with you.

Goods in Transit This Section is only operative if specified in the Schedule.

Vehicle Security and Protection

In the event on of non-compliance with one or more of the requirements of this Condition We agree to provide cover under this Section provided that You will bear 20% of the cost of each claim and subject to a minimum contribution by You of £500 for each claim, in addition to the Excess.

Marine Cargo This Section is only operative if specified in the Schedule.

Replacement by Air

The maximum We will pay is £10,000 or 10 % of the Value of the Goods stated in the Schedule, whichever is the greater, any one loss.

Unauthorised Occupants Clause

We will pay for Damage to the Goods as a consequence of a container or vehicle being occupied by a person(s) seeking free passage, escape from or entry to a country.

Where a consignee has reasonable grounds for not accepting the Goods, it is agreed that this Section will pay up to the Limit on the Goods Insured within the affected container or vehicle, regardless of whether actual Damage to the Goods has occurred.

Employers Liability This Section is only operative if specified in the Schedule.

Asbestos, Radiation, Silica, Terrorism

Notwithstanding the General Exclusions for Asbestos, Radiation, Silica and Terrorism, this Section will cover Injury Caused By Asbestos, Radiation, Silica or Terrorism.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence is £5,000,000.

Employee and Visitor Belongings

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence in any one Period of Insurance is £5,000.

Computer Insurance Section This Section is only operative if specified in the Schedule.

Extra Hardware

The Sum Insured for the Hardware Sub-Section is automatically increased by a maximum of £500,000 to include such Hardware.