

Policy amendment

The following amendment applies to **your policy**.

Disease exclusion

The following exclusion is added to the Property damage section – All risks, Business interruption section – All risks **with the exception of the Key Person cover**, Money and personal accident assault section, Selected all risks section – cover for specified items and Equipment breakdown section of **your policy** where these sections are shown as operative on **your** schedule.

Disease Exclusion

1. Notwithstanding any provision to the contrary within this **policy** except for any cover provided under Public and products liability section, Employers liability section, Group personal accident section, Officers' liability section, Employment practice liability section, Council legal liability and legal expenses section and Terrorism section, this **policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to the other terms, conditions and exclusions contained in this **policy**, these sections will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage is covered by the **policy** and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Meanings of defined terms

Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time element loss means business interruption, contingent business interruption or any other consequential losses.

Section amendments

Business Interruption Section – All risks

The following amendments apply to the Business Interruption section – All risks of **your policy** where the Business interruption section – All risks is shown as operative on **your** schedule.

Denial of access (damage) cover

This endorsement deletes and replaces the Denial of access cover detailed in the Business interruption section – All risks of **your policy**.

Denial of access (damage) cover

We will cover **you** for any loss covered by this section, resulting from interruption of or interference with **your business** caused by **damage** by the **insured perils** to property within a 1 mile radius of **your premises** which prevents or hinders the use of **your premises**, or access to it, regardless of whether **your premises** is damaged or not.

Provided that

1. these **insured perils would be covered** under the Property damage section – all risks if **we** insured **your premises** under this section.
2. the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hindrance of use and ending after 12 weeks during which time the results of the **business** are affected.
3. **our liability for any one claim and in any one period of insurance will not exceed the limit shown in your schedule, irrespective of the number of premises insured.** The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.
4. this does not include any damage to property from which you obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services.
5. **we** will not cover any incident involving interference or interruption with the **business** that is less than 8 hours.

For the purposes of the cover provided under this **Denial of access (damage) cover**, **insured perils means**

fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Denial of access (non damage) cover

This endorsement deletes the Denial of access (non damage) cover detailed in the Business interruption section – All risks of **your policy** where shown as operative on **your** schedule.

Denial of access (non damage) cover

We will cover **you** for any loss resulting from interruption of or interference with the **business** where access to, exit from or use of **your premises** is impaired, prevented or restricted for more than 8 hours being the franchise period arising directly from

1. the compulsory actions taken by the police, competent authority or any other statutory authority in response to an emergency incident occurring at **your premises** or within a 1 mile radius of **your premises**
2. the unlawful occupation of **your premises** by third parties.

Provided that

1. the maximum **indemnity period** shall be 12 weeks in any one **period of insurance**
2. **our** liability for any one claim will not exceed the limit shown in **your** schedule, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

We will not cover **you** where access to, exit from or use of **your premises** is impaired, prevented or restricted as a result of

1. physical damage to property at **your premises** or elsewhere
2. strikes, picketing, labour disturbances or trade disputes
3. the condition of or the **business** conducted within **your premises** or any other **premises** owned or occupied by **you**
4. murder, suicide, illness, disease or pathogens capable of causing disease or illness or any other hazards to health
5. actions where **you** have been given prior notice
6. any advice given or actions taken in controlling, preventing or suppressing the spread of any disease or illness
7. any change in law or the enactment of new legislation (including statutory regulations)

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the prevention, impairment or restriction of access.

Failure of selected public supplies cover

This endorsement deletes and replaces the Failure of selected public supplies cover detailed in the Business interruption section – All risks of **your policy**.

Failure of selected public supplies cover

We will cover **you** for any loss resulting from interruption or interference with **your business** caused by the accidental failure of

1. the public electricity supply at **your** supplier's generating station or sub station
2. the public gas supply at **your** supplier's land based premises
3. the public water supply at **your** supplier's waterworks or pumping station
4. the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services within the **policy territories** where such accidental failure is a direct result of **damage** caused by an **insured peril**.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is the limit shown in **your** schedule irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of the **business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

a. any failure

- i. which does not involve cessation of supply, for at least 8 hours
- ii. due to an excluded cause

b. loss resulting from failure caused by

- i. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
- ii. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

For the purposes of the cover provided under this **Failure of selected public supplies cover** **insured peril** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Failure of selected public supplies terminal ends cover

This endorsement deletes the Failure of selected public supplies terminal ends cover detailed in the Business interruption section – All risks of **your policy**.

Failure of selected public supplies terminal ends cover

We will cover **you** for any loss resulting from interruption or interference with **your business** caused by the accidental failure of

1. the public electricity supply at the 'terminal ends' of **your** supplier's service feeds to the **premises** within the **policy territories**
2. the public gas supply at **your** supplier's meters to the **premises** within the **policy territories**
3. the public water supply at **your** supplier's main stop cock serving the **premises** (other than by drought) within the **policy territories**
4. the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises** within the **policy territories** where such accidental failure(s) is a direct result of **damage** caused by an **insured peril**.

Provided that after the application of all other terms and conditions of the section, **our** liability will not exceed limit shown in **your** schedule irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of the **business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured but **we** will not cover

a any failure

- i. which does not involve cessation of supply, for at least the franchise period of time of 24 hours
- ii. due to an excluded cause

b loss resulting from failure caused by

- i. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
- ii. strikes or any labour or trade disputes
- iii. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

If an incident occurs resulting in a claim under this extension **you** cannot claim under the Failure of selected public supplies cover extension for the same incident.

For the purposes of the cover provided under this **Failure of selected public supplies terminal ends cover insured peril** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Key Person cover

This endorsement replaces the Key person cover detailed in the Business interruption section – All risks of **your policy**

Key person cover

We will cover **you** for the expense **you** incur in replacing a **key person** less any savings **you** are able to make in order to avoid or reduce the loss as a result of

1. a) the death of a **key person**
b) the accidental bodily injury lasting more than 14 days to a **key person** which in the opinion of an independent medical officer will in all likelihood prevent them from carrying out their usual employment or usual occupation
c) the **key person** contracting an illness or disease lasting more than 14 days which first becomes apparent during the **period of insurance**.

But **we** will not make any payment where the accidental bodily injury or illness to the **key person** is directly or indirectly caused by or results from

- a) any emotional or psychiatric disorder or condition;
- b) the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**);
- c) the **key person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life); d) any criminal act by **you** or the **key person**;
- e) pregnancy or any condition connected with pregnancy or childbirth;
- f) any physical defect, infirmity or medical condition, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding that **key person** suffering the accidental bodily injury or contracting the illness.
- g) any coronavirus or the disease it causes, including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19), severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS), Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS), or any mutation or variation thereof. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof.
- h) any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic.

If a **key person** is suffering from temporary disablement, **we** will pay only for the period of that **key person's** disablement and **we** will consider the **key person** to have made a recovery when they are able to engage in and perform the major duties of their role in **your** activities.

Our liability under this cover will not exceed the limit shown on **your** schedule in any one **period of insurance**.

Loss of Attraction (damage) cover

This endorsement deletes and replaces the Loss of attraction cover detailed in the Business interruption section – All risks of **your policy**.

Loss of attraction (damage) cover

We will cover **you** for any loss covered by this section, resulting from interruption of or interference with **your business** caused by **damage** by the **insured perils** to property within a 1 mile radius of **your premises** which cause **you** to lose custom, whether **your premises** or property are damaged or not.

Provided that

1. these **insured perils would be covered** under the Property damage section – all risks if we insured **your premises** under this section.
2. the maximum **indemnity period** shall be 12 weeks in any one **period of insurance**

The most **we** will pay for this cover in any one **period of insurance** is the limit shown in **your** schedule irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this **Loss of attraction (damage) cover** **insured perils** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Murder suicide or disease cover

This endorsement deletes and replaces the Murder, suicide or disease cover detailed in the Business interruption section – All risks of **your policy**

Murder suicide or disease cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** conducted by **you** at **your premises** during the **period of insurance** as a result of
1 the occurrence of any of the following specified human infectious or specified human contagious diseases

- i. Acute Encephalitis
- ii. Acute Poliomyelitis
- iii. Anthrax
- iv. Chicken Pox
- v. Diphtheria
- vi. Dysentery caused by Shigella
- vii. Legionellosis
- viii. Legionnaires' Disease
- ix. Malaria
- x. Measles
- xi. Meningococcal Infection
- xii. Mumps
- xiii. Ophthalmia Neonatorum
- xiv. Paratyphoid fever
- xv. Bubonic, Septicemia and Pneumonic Plague
- xvi. Rabies
- xvii. Rubella
- xviii. Tetanus
- xix. Tuberculosis
- xx. Typhoid Fever
- xxi. Whooping Cough
- xxii. Yellow Fever

manifested by any person whilst at **your premises** which directly results in the compulsory closing of the whole or part of **your premises** by order of a public authority authorised to prevent or restrict access to **your premises**

2 murder or suicide at **your premises**

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**

4 the discovery of vermin or pests in the building(s) at **your premises** that prevents the use of or part use of the building(s) by order of a public authority

5 the compulsory closing of the whole or part of **your premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**

We will not cover:

- a. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
- b. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises**, or by vermin or pests being discovered in a wider geographical area beyond the building(s) at **your premises**.
- c. any incident involving interference or interruption to the **business** that is less than 8 hours

Any Disease or Coronavirus exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic. The maximum **indemnity period** under this cover shall be 12 weeks in any one **period of insurance** commencing from the date of

1. the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)
2. the discovery of murder or suicide (in relation to clause 2 of this cover)
3. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
4. the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum **indemnity period** or limit shown in **your** schedule, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.