

# 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 – All Risks Section

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

#### Territorial Limits

A new Property Damage All Risks Section Definition has been added.

#### **Territorial Limits**

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

#### Cover

We have redefined cover as applicable at The Premises.

The Cover statement is amended and restated as follows:

#### **Cover**

*We will indemnify You in respect of Damage occurring during the Period of Insurance at The Premises.*

*We will not cover You in respect of journeys to Areas of Unrest unless You notify Us in advance of any travel to an Area of Unrest and We have given Our written agreement in advance.*

*The Sum Insured under each item other than items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in course of erection is separately subject to Average. See Condition 1.*

*The maximum We will pay under this Section in any one Period of Insurance will not exceed*

*(1) the Sum Insured on each item*

*or*

*(2) the Total Sum Insured*

*or*

*(3) any other maximum amount payable or limit of liability specified in The Schedule.*

#### Clauses

#### Homeworkers

A new Property Damage All Risks Section Clause has been added.

#### **Homeworkers**

*We will indemnify You for 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.*

## Property Away from the Premises

A new Property Damage All Risks Section Clause has been added.

### Property Away from the Premises

We will indemnify You in respect of Damage to

- (1) Own Technical Equipment
- (2) Hired-in Equipment
- (3) Temporary Production Office Contents

as insured by this Section while temporarily away from The Premises anywhere in the world.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at the Premises to motor vehicles or motor chassis licensed for normal road use
- (c) Own Technical Equipment, Hired in Equipment, Temporary Production Office Contents away from the Premises for more than 90 consecutive days outside of the Territorial Limits
- (d) Damage occurring within Areas of Unrest unless You notify Us in advance of any travel to an Area of Unrest and We have given Our written agreement in advance.

## Business Interruption Section

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

### Damage

The definition of Damage is amended and restated as follows:

#### Damage

Accidental loss or destruction of or damage to property used by You at The Premises for the purpose of The Business.

### Territorial Limits

A new Business Interruption Section Definition has been added.

#### Territorial Limits

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

### Cover

We have redefined cover as applicable at The Premises.

The Cover statement is amended and restated as follows:

#### Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business as a result of Damage occurring during the Period of Insurance at The Premises caused by each of the following Contingencies if the letter set against it appears on The Schedule.

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any other Contingencies which apply.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured or Limit of Liability stated in The Schedule
- (b) in aggregate, the total Sum Insured.

## Extensions

### Prevention of Access

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

The following Extension is amended and restated as follows:

#### P 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.

Unless otherwise specified, 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 indemnify You in respect of

- (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.

### **Prevention of Access - Loss of Attraction**

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

The following Extension is amended and restated as follows:

#### **Q Prevention of Access - Loss of Attraction**

Damage to property or Premises within 1 mile of the boundary of The Premises and which directly results in a reduction of the Turnover, Revenue, Fees or Rentals of The Business as insured by this Section.

Unless otherwise specified, 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.

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

We will not indemnify You in respect of

- (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.

## **Property Away from The Premises**

A new Business Interruption extension has been added.

### **U Property Away from The Premises**

Your

- (1) Own Technical Equipment
  - (2) Hired-in Equipment
  - (3) Temporary Production Office Contents
- while temporarily away from The Premises anywhere in the world.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at the Premises to motor vehicles or motor chassis licensed for normal road use
- (c) Own Technical Equipment, Hired in Equipment, Temporary Production Office Contents away from the Premises for more than 90 consecutive days outside of the Territorial Limits
- (d) Damage occurring within Areas of Unrest unless You notify Us in advance of any travel to an Area of Unrest and We have given Our written agreement in advance.

## **Additional Contingencies**

### **Action by Police Authority**

This Additional Contingency has been restated as follows to to amend the maximum payable any one loss:  
The following Additional Contingency is amended and restated as follows:

#### **B Action by Police Authority**

We will indemnify You in respect of loss resulting from the prevention or restriction of access to, or the closure of, The Premises by any Police authority due to an emergency event within 1 mile of the boundary of The Premises that causes or threatens a danger or disturbance.

The maximum We will pay in respect of any one loss is £50,000.

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

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 12 consecutive hours.

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.

### **Full Failure of Utilities - Electricity**

This Additional Contingency has been restated as follows to include a limit any one loss and in any one Period of Insurance.

The following Additional Contingency is amended and restated as follows:

#### **C Full Failure of Utilities - Electricity**

We will indemnify You in respect of loss resulting from 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 £50,000, unless any other limit is stated in The Schedule for Full 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.

#### **Full Failure of Utilities - Gas**

This Additional Contingency has been restated as follows to include a limit any one loss and in any one Period of Insurance.

The following Additional Contingency is amended and restated as follows:

##### **D Full Failure of Utilities - Gas**

We will indemnify You in respect of loss resulting from 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 £50,000, unless any other limit is stated in The Schedule for Full 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 is as result of 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 the 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.

#### **Full Failure of Utilities – Water**

This Additional Contingency has been restated as follows to include a limit any one loss and in any one Period of Insurance.

The following Additional Contingency is amended and restated as follows:

##### **E Full Failure of Utilities – Water**

We will indemnify You in respect of loss resulting from 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 £50,000, unless any other limit is stated in The Schedule for Full 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 deleted the following Additional Contingencies:

- F Notifiable Disease at Hotel and Restaurant Premises
- G Notifiable Disease in the Area of Hotel and Restaurant Premises
- H Notifiable Disease at School Premises
- J Notifiable Disease in the Area of School Premises
- K Notifiable Disease at Private Hospital and Care Establishment Premises
- L Notifiable Disease in the Area of Private Hospital and Care Establishment Premises
- M Notifiable Disease at All Other Premises
- N Notifiable Diseases in the Area of All Other Premises

We have added a new Additional Contingency with a reduced limit payable to any one Period of Insurance, restricted the cover for Specified Disease to The Premises only, and reduced the list of Specified Diseases covered.

The following Additional Contingency is restated as follows:

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

We will indemnify You in respect of 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.*

### **Telecommunications**

*This Additional Contingency has been restated as follows to include a limit any one loss and in any one Period of Insurance.*

*The following Additional Contingency is amended and restated as follows:*

#### **P Telecommunications**

*We will indemnify You in respect of 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*

- (a) £100 for each day in respect of any one failure and*
  - (b) £2,500 in respect of all failures in any one Period of Insurance*
- unless any other limit is stated on The Schedule for Full 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.*

### **Post-production Indemnity Section**

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

#### **Territorial Limits**

*A new Post-production Indemnity Section Definition has been added.*

#### **Territorial Limits**

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

#### **Cover**

*We have redefined cover as applicable to the Territorial Limits.*

*The Cover statement is amended and restated as follows:*

#### **Cover**

*We will indemnify You, as stated in the Basis of Settlement in respect of Damage for which you are responsible to the Property Insured occurring within the Territorial Limits and during the Period of Insurance.*

## **Basis of Settlement**

We have redefined Basis of Settlement to include Property Away from the Premises as applicable to the Territorial Limits.

The Basis of Settlement is amended and restated as follows

### **Basis of Settlement**

*In the event of Damage to the Property Insured in Your custody and control the basis upon which We will calculate the amount We will pay for any claim will be Your additional expenditure which Your client reasonably and necessarily incurs to complete the production.*

*The maximum We will pay for any one claim is the Limit shown in The Schedule.*

*The amounts payable above are extended to include Damage to the Property Insured as detailed in Asset Protection Property All Risks Property Away from the Premises.*

## **Employers' Liability Section**

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

### **Exceptions**

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:

### **Territorial Limit**

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 Limit**

*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:

#### **Sanctions**

A new Policy Condition has been added.

#### **(16) 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.*



## **Severability of Interest**

A new Policy Condition has been added.

### **(17) 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.*