

# Electrical, Ventilation, Air Conditioning & Refrigeration Insurance Notice of Change

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## Significant changes to your policy

The following provides both a summary of the key changes in your revised policy, as well as a comprehensive guide which contains all changes made to your policy. This has been organised by sections of cover, and for each of these you will be able to review a summary of the most pertinent cover changes to each section, followed by a table which details all changes made to that particular section of cover. This summary will not reflect any variations or modifications to the policy which are specific to you – these will be confirmed by the schedule attaching to your policy.

Please note that all changes to all sections of cover are contained within this document. To identify which changes are applicable to your policy, please check which sections of cover under your current policy schedule are listed as “insured.” You can then navigate to the relevant sections of cover via our contents page.

In addition to reading the changes made to the sections of cover you are insured under, please ensure you read “Changes impacting the policy as a whole,” “General definitions,” “Claims Conditions,” and “General Terms and Conditions” as the changes to these sections affect all policies.

The tables of changes contained within this document are ordered according to where they appear in your new policy wording. All changes contained within the tables can be located within your new policy wording by checking the page number listed in the far left column titled ‘Page.’ Please note that all page numbers listed are in relation to your new policy wording.

## Changes impacting the policy as a whole

### Phrasing

Following consideration of customer feedback, the text to many paragraphs has been revised to clarify our intentions rather than modify the cover. Also, the order of the sections has been changed and policy definitions, clauses, exclusions and optional endorsements are organised alphabetically. These stylistic changes are not listed. We recommend that you read your policy carefully to ensure that it meets your intentions. If you have any concerns or questions please contact SSR:

Bull Wharf, Redcliff Street, Bristol, BS1 6QR  
Telephone: 0117 930 0100  
e-mail: info@ssr.co.uk  
website: www.ssr.co.uk

### Limits, sums insured and excesses

We have moved all the significant limits, sums insured and excesses from the text in the policy to the schedule. Please read the schedule carefully so as to ensure that the cover meets your requirements.

## The Agreement

This now includes a 'Policy period and premium' clause stipulating the requirement for premium payment and outlines the remedies available to insurers in the event that any premium (including a premium instalment) is not paid.

Page	Wording Amendments	Wording Additions	Wording Deletions
4	The Agreement		
4		The clause "Policy period and premium" has been added. This stipulates the requirement for premium payment and outlines the remedies available to insurers in the event that any premium (including a premium instalment) is not paid.	
5		An "Important Note" has been added to highlight that both Professional Indemnity and Directors' and Officers' Liability sections are covered on a 'Claims Made Basis.' In addition, this note highlights that the territorial limitations will change from section to section.	

## General Definitions

"Costs" has been updated to 'Defence costs' and now includes a requirement that you obtain our prior written and continuing consent to appoint representation or otherwise authorise expenditure.

New definitions for Circumstance(s), Claim, Communicable disease, Defence costs, Event, Flood, Insured event, Insured person, Legal costs, Locked compound, Other insured party, Panel firm, Policy, Proposal, Public authority, Retroactive date, Safety critical, Schedule, Statement of fact, Storm, Sub-limit of liability/Sub-limit of indemnity/Sub-limit, Sum insured now added.

The definition of You / Your has been expanded for each policy section.

Page	Wording Amendments	Wording Additions	Wording Deletions
6	General Definitions		
6		The definition of <i>Bodily injury</i> now includes an additional definition solely applicable under Section – Property All Risks.	

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Page	Wording Amendments	Wording Additions	Wording Deletions
7		A definition of <i>Circumstance(s)</i> has been added.	The definition of <i>Buildings</i> has been removed from Section – General Definitions and added under Section – Property All Risks.
7		A definition of <i>Claim</i> has been added.	The definition of <i>Consignment</i> has been removed from Section – General Definitions and added under Section – Property All Risks.
8		A definition of <i>Communicable disease</i> has been added.	The definition of <i>Contents</i> has been removed from Section – General Definitions and added under Section – Property All Risks.
9		A definition of <i>Defence costs</i> has been added.	
10	The definition of <i>Employee</i> applicable under sections Professional Indemnity, Legal Expenses and Fidelity Guarantee, and Contract Works, respectively, have each been amended in a manner that widens the definition applicable to those individual sections.		
11	The definition of <i>Excess</i> has been relocated to Section – General Definitions from Section – Public and Products Liability. The definition has been amended specifically in relation to sections Professional Indemnity and Directors’ and Officers’ Liability.	A definition of <i>Event</i> has been added.	
12		A definition of <i>Flood</i> has been added.	
12		A definition of <i>Insured event</i> has been added.	
12		A definition of <i>Insured person</i> has been added.	
12		A definition of <i>Legal costs</i> has been added.	
13		A definition of <i>Locked compound</i> has been added.	
14	The definition of <i>Offshore</i> has been shortened to clarify what is meant by the term.	A definition of <i>Other insured party</i> has been added.	The definition of <i>Occurrence</i> has been deleted and relocated under Section – Terrorism.
14		A definition of <i>Panel firm</i> has been added.	
15		A definition of <i>Policy</i> has been added.	

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Page	Wording Amendments	Wording Additions	Wording Deletions
15	The definition of <i>Property insured</i> has been relocated from Section – Contract Works to Section – General Definitions. The definition has been significantly reduced and simplified and is no longer specific to Contract Works.	A definition of <i>Proposal</i> has been added.	
15		A definition of <i>Public authority</i> has been added.	
15		A definition of <i>Retroactive date</i> has been added.	
15		A definition of <i>Safety critical</i> has been added.	
15		A definition of <i>Schedule</i> has been added.	
16		A definition of <i>Statement of fact</i> has been added.	The definition of <i>Specified losses</i> has been deleted and relocated to Section – Terrorism.
16		A definition of <i>Storm</i> has been added.	
16		A definition of <i>Sub-limit of liability/Sub-limit of indemnity/Sub-limit</i> has been added.	
16	The definition of <i>Territorial limits</i> previously found under Sections – Public & Products Liability; Directors’ and Officers’ Liability; and Legal Expenses, have been relocated from those respective sections and added under Section – General Definitions. The revised definition provides greater clarity on what the applicable <i>Territorial limits</i> are for Section – Legal Expenses and advises the applicable <i>Territorial limits</i> for all other sections are as stated within your policy schedule.	A definition of <i>Sum(s) insured</i> has been added.	
16	The definition of <i>Terrorism</i> has been amended and now refers to an <i>Act of Terrorism</i> , which has shortened, clarified and simplified the definition of the former.		
17	The definition of <i>Virus or similar mechanism</i> now specifies that any virus or similar mechanism must have been “intentionally” constructed.		

Page	Wording Amendments	Wording Additions	Wording Deletions
17	The definition of <i>We/us/our/QBE/Insurer</i> now makes reference to the policy schedule.		
18	The definition of <i>You/your/the Insured</i> now specifies which definition applies to Sections – Legal Expenses; Directors’ and Officers’ Liability; Professional Indemnity; and all other sections, respectively.		

## Employers’ Liability

### Employers’ liability – Standard Clauses

Cover Clause amended to include temporary non-manual work undertaken in North America.

Cover Clause – Defence costs has been added, which provides cover for defence costs following any insurable event under Section – Employers’ Liability subject to our prior written and continuing consent to appoint representation or otherwise authorise expenditure. Where a non-panel firm is appointed a legal costs sub-limit of GBP500,000 will apply.

A separate Standard Clause – Manslaughter defence costs has been added clarifying the existing cover provided.

Standard Clause – Public relations has been added, covering public relations expenses included with our prior consent.

Standard Clause – Tracing office database has been added confirming our support and addition of details of all company names to the Employers’ Liability Tracing Office database (this was previously in General Terms and Conditions).

Standard Clause – War and terrorism amended to remove reduced cover applicable in respect of travel to, travel in, travel from or working in a hostile territory.

### Employers’ liability – Exclusions

Exclusion – Employment practices dispute has been added which excludes liability arising from employment practice disputes related to employment or prospective employment or any person(s) employed by you.

Exclusion – Fees for intervention has been added, which excludes cover for payments raised under the Health and Safety (Fees) Regulations 2012 relating to ‘fees for intervention.’ We do not intend to pay for Health and Safety Commission charges that follow the failure to follow their directions.

Exclusion – Fines and penalties has been added which excludes cover for fines or penalties imposed or ordered to be paid, or damages for breach of contract for late or non-completion of works.

Exclusion – Hazardous activities has been amended as follows:

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- The exclusion of work undertaken at sites involved in the ‘processing, storage or transportation of petrol or chemicals’ does not apply to work at garages, shops or offices or work at the perimeter fences and boundaries, or in non safety critical locations of such establishments.
- The exclusion of work at nuclear sites does not apply to work at the perimeter fences or boundaries of such sites.
- The exclusion of trackside work has been amended to exclude work on, alongside or within 5 metres of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing. This exclusion shall not apply to work on public railway stations.

Exclusion – North American jurisdiction has been added, which excludes liability for payment of any judgement, award, payment or settlement made either in whole or in part, within countries which operate under the laws of North America.

Exclusion – Nuclear risks has been added, which excludes liability arising from ionising radiations or contamination from any nuclear fuel, waste or combustion of the same, and from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

Exclusion – Statutory defence costs and manslaughter defence costs has been added, which excludes liability for defence costs arising out of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide.

Page	Wording Amendments	Wording Additions	Wording Deletions
<b>20 Employers' Liability – Definitions</b>			
20	The definition <i>Limit of indemnity</i> now refers to the sum stated in the policy schedule.		The definition of <i>Costs and expenses</i> has been deleted.  The definition of <i>Hostile territory</i> has been deleted.
<b>21 Employers' Liability – Cover</b>			
21	The Cover Clause has been amended to clarify the parameters of cover in respect of temporary overseas employment and extends cover in respect of temporary clerical work undertaken in North America.	Cover Clause – Defence costs has been added, which provides cover for defence costs following any insurable event under Section – Employers' Liability. This cover is subject to the restrictions outlined within the clause. Where a non-panel firm is appointed a legal costs sub-limit of GBP500,000 will apply.	The Cover Clause – Additional costs and expenses has been deleted.
<b>22 Employers' Liability – Standard Clauses</b>			
22	Standard Clause – Contractual liability has been shortened and now specifies that cover will be subject to the application of the terms and conditions of this insurance policy.		



Page	Wording Amendments	Wording Additions	Wording Deletions
22	Standard Clause – Data protection has been revised and now makes reference to the General Data Protection Regulation (GDPR). In addition, this cover now excludes any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any computer system or data.		
23	Standard Clause – Indemnity to other parties has been significantly shortened as it now references the definition of <i>Other insured party</i> .		
24		Standard Clause – Manslaughter defence costs has been added.	
24		Standard Clause – Public relations expenses has been added.	
25	Standard clause – Statutory defence costs no longer references specified limits and instead refers to the limits as stated within the policy schedule. The clause now also includes a legal costs sub-limit of GBP500,000 where a non-panel firm is appointed.	Standard Clause – Tracing office database has been added (this was previously in General Terms and Conditions).	
26	Standard Clause – War and terrorism no longer references <i>Hostile territories</i> (as this definition has been removed from the wording).		
27	<b>Employers' Liability – Exclusions</b>		
27		Exclusion – Employment practices dispute has been added which excludes liability arising from employment practice disputes related to employment or prospective employment or any person(s) employed by you. Please refer to Exclusion – Employment practices dispute, under this section of the policy wording for full details.	

Page	Wording Amendments	Wording Additions	Wording Deletions
27		<p>Exclusion – Fees for intervention has been added, which excludes cover for payments raised under the Health and Safety (Fees) Regulations 2012 relating to ‘fees for intervention.’ We do not intend to pay for Health and Safety Commission charges that follow the failure to follow their directions.</p>	
27	<p>Exclusion – Hazardous activities, has been amended to extend cover for work at perimeter fences and boundaries or in locations which are not safety critical at the establishments listed within the exclusion. The exclusion has also been amended to clarify the restriction of cover for work on, alongside or within 5 metres of railway tracks, and cover is extended to include work in offices or at perimeter fences and boundaries at nuclear sites. Please refer to Exclusion – Hazardous activities, under this section of the policy wording for full details.</p>	<p>Exclusion – Fines and penalties has been added which excludes cover for fines or penalties imposed or ordered to be paid, or damages for breach of contract for late or non-completion of works.</p>	
28		<p>Exclusion – North American jurisdiction has been added, which excludes liability for payment of any judgement, award, payment or settlement made either in whole or in part, within countries which operate under the laws of North America. Please refer to Exclusion – North American jurisdiction, under this section of the policy wording for full details.</p>	
28		<p>Exclusion – Nuclear risks has been added, which excludes liability arising from ionising radiations or contamination from any nuclear fuel, waste or combustion of the same, and from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component. Please refer to Exclusion – Nuclear risks, under this section of the policy wording for full details.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
29		Exclusion – Statutory defence costs and manslaughter defence costs has been added, which excludes liability for defence costs arising out of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide. Please refer to Exclusion – Statutory defence costs and manslaughter defence costs, under this section of the policy wording for full details.	

## Public and Products Liability (including Inefficacy)

### Public and Products liability – Definitions

Definitions for Costs and expenses, Mainframe computer suite and Territorial limits have been deleted.

Definitions for Inefficacy, Keys, Pollutant, Pollution and Server rooms and data centres have been added.

The definition of Liability now specifies that accidental damage or bodily injury caused by deliberate acts of your employees or sub-contractors only falls under this definition where those acts were not condoned and/or sanctioned by you and/or carried out with your knowledge or agreement or consent. This definition also now includes accidental pollution.

The definition of Products now includes reference to any advice, design, plans, specifications, formulae, surveys, instructions or directions relating to products.

### Public and Products liability – Standard Cover Clauses

Cover Clause – Defence costs has been added, which provides cover for defence costs following any insurable event under Section – Public and Products (including Inefficacy) Liability subject to our prior written and continuing consent to appoint representation or otherwise authorise expenditure. Where a non-panel firm is appointed a legal costs sub-limit of GBP500,000 will apply.

Standard Clause – Asbestos accidental discovery now makes specific reference to the liabilities for which cover is provided under this clause. Accidental exposure cover remains unchanged but cover for work where a licence is not required or that is subject to Notifiable Non-licenced Work requirements is excluded but may be added back by selecting an Optional Extension – Asbestos limited materials partial buyback including accidental discovery extension.

Standard Clause – Contractual liability amended to allow waiver of rights of subrogation where required by contract, without the need to first take steps to avoid.

Standard Clause – Criminal acts now states that the cover is granted on the basis that the events insured by this clause were not condoned or sanctioned by you and/or carried out with your prior knowledge, agreement or consent.

Standard Clause – Customers' premises has been added, which replaces the previous Standard Clause – Work upon third party property. This clause provides cover for liability for property temporarily in your custody, possession or control for the purpose of undertaking work.

Standard Clause – Data protection has been revised and now makes reference to the General Data Protection Regulation (GDPR). In addition, this cover now excludes any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any computer system or data.

Standard Clause – Environmental statutory liability revised to clarify cover applicable within the United Kingdom and/or member states of the European Union. Where a non-panel firm is appointed, legal costs are now restricted to GBP500,000.

Standard Clause – Financial loss (excluding products) revised to clarify cover provided and limit includes defence costs. Liability resulting from conspiracy, conversion, deceit, inducement of breach of contract, injurious falsehood or infringement of patent copyright, trademark or name, and liability arising from any advice, design, plans, specifications, formulae, surveys, instructions or directions are now excluded under this section of cover.

Standard Clause – Housing Grants, Construction and Regeneration Act 1996 is replaced by Local Democracy, Economic Development and Construction Act 2009 and provides cover for claimants' costs and expenses arising from any decision of an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained within the Local Democracy, Economic Development and Construction Act 2009.

Standard Clause – Indemnity to principal now requires the principal to act as though they were the insured and fulfil and be subject to the terms and conditions of this policy insofar as they can apply.

Standard Clause – Inefficacy (failure to perform) has been added and provides greater clarity on the inefficacy cover being provided under the Public and Products Liability section of cover.

A separate Standard Clause – Manslaughter defence costs has been added clarifying the existing cover provided.

Standard Clause – Products and workmanship, has been deleted. This has been relocated under Optional Extensions and is included as a standard cover.

Standard Clause – Public relations has been added, providing cover for public relations expenses included with our prior consent.

Standard Clause – Service Indemnity has been added, covering liability for motor vehicles and their contents temporarily in your custody, possession or control for the purpose of installation, repair or servicing relating to your activities as stated in the schedule.

Standard Clause – Work upon third party property has been retitled Property upon which you have been working and exclude loss of extinguishant where you are directly working on a fixed fire extinguisher system unless Optional Extension – Loss of extinguishant in fixed fire extinguishers extension is purchased.

## **Public and Products liability – Conditions Precedent to Liability**

Condition Precedent to Liability – Construction Plant-hire Association Conditions of Contract/Scottish Plant Operators has been added. Cover for hired out plant and equipment is now provided only where you have done so in accordance with the Construction Plant-hire Association Conditions of Contract or Scottish Plant Operators Association Conditions or equivalent. This is a condition precedent to our liability.

Condition Precedent to Liability – Sub-contractors Insurance Check has been added, which was previously an exclusion is now clarified as a condition precedent to our liability. Inefficacy Liability Insurance is now only required where the whole of a security &/or fire service or a complete security &/or fire installation is sub-contracted.

## Public and Products liability – Exclusions

Exclusion – Advice, instructions and design has been renamed Exclusion – Advice, design, plans, specifications, formulae, surveys, instructions or directions whether or not provided for a fee. This exclusion has been broadened to now exclude liability for plans, specifications, formulae, surveys or directions, in addition to the pre-existing exclusion of liability arising from advice, instruction or design.

Exclusion – Employees working outside the United Kingdom no longer includes reference to “where the employee is resident within the United Kingdom.”

Exclusion – Fees for intervention has been added, which excludes cover for payments raised under the Health and Safety (Fees) Regulations 2012 relating to ‘fees for intervention.’ We do not intend to pay for Health and Safety Commission charges that follow the failure to follow their directions.

Exclusion – Hazardous activities has been revised to match the changes illustrated above in the Employers’ Liability section.

Exclusion – Loss of extinguishant in fixed fire extinguishers has been added, which excludes liability for damage and costs incurred from the discharge of extinguishant in fixed fire extinguishers where work is being undertaken on such systems. Cover for this can be purchased under Optional Extension – Loss of extinguishant in fixed fire extinguishers extension.

Exclusion – Loss of keys and locks, has been added, which excludes liability for the cost of replacing keys, locks operated by keys or digital keypads.

Exclusion – Products and workmanship, has been added which excludes liability for damage to and costs incurred as a result of recalling, replacing, or making good products or workmanship performed by you or on your behalf, other than liability for damage to property caused by workmanship or products which are the subject of a separate contract.

Exclusion – Sprinkler test has been removed.

Exclusion – Statutory defence costs and manslaughter defence costs has been added, which excludes liability for defence costs arising out of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide.

Exclusion – Underground services has been added. This excludes cover for loss of, destruction of, or damage to cables, pipes or other services located underground, unless you have complied with the requirements as outlined within this Exclusion.

## Public and Products liability – Optional Extensions

New Optional Extensions for:

- Asbestos limited materials partial buyback including accidental discovery extension providing cover for work with asbestos containing materials which is subject to the Notifiable Non-licenced Work requirements set out in the Control of Asbestos Regulations 2012 or where a licence is not required.
- Damage to that part worked upon – Customers’ premises extension additional buyback providing cover for damage to that part being worked upon where in connection with all insured trade activities & products (excluding loss of extinguishant from a fixed fire extinguisher).
- Fidelity bonding, which indemnifies your customers against damage to property and money for which you have no legal liability due to arson, malicious damage, theft, fraud, dishonesty or embezzlement by your employees.
- Financial loss (including products), which extends cover for your liability for financial loss incurred by others. This extension will be applied automatically to your policy, free of charge.

- Loss of keys extension providing cover for amounts which become payable to indemnify your customers resulting from loss of keys whilst in your custody.
- Loss of metered water, which extends cover to indemnify you for any costs arising from investigation of the cause of loss of metered water from your customer's premises where your customer is responsible for charges for loss of metered water.
- Misuse of telephones providing cover for your customers' loss of money due to the unauthorised use of customers' telephones by your employees
- Products and workmanship providing cover for rectifying defective work or defective products where such work has caused injury or damage to third party property.
- Trace and access, which extends cover to include costs necessarily incurred with our prior consent in locating the source of any escape of water from any fixed water services, heating installation or fuel oil including the repair to walls, floors or ceilings necessary as a direct result of the location work, subject to the limitations and conditions as outlined within the Extension.

Optional Extension – Loss of gas in fixed fire extinguishers has been renamed as Optional Extension – Loss of extinguishant in fixed fire extinguishers. Cover has been extended and now includes liability for the sudden, identifiable, unintended and unexpected discharge of foam, as well as gas, from fixed fire extinguishers.

Optional Extension – Use of heat extension has been redrafted to clarify the conditions precedent to this cover, requirement for a one hour continuous examination of the area within a six metre radius of where heat has been applied after work has ceased to ensure there is no risk of fire along with risk management conditions regarding the burning of debris.

Page	Wording Amendments	Wording Additions	Wording Deletions
30	<b>Public and Products (including Inefficacy) Liability – Definitions</b>		
30		A definition of <i>Inefficacy</i> has been added.	The definition of <i>Costs and expenses</i> has been deleted.
30	The definition of <i>Liability</i> now specifies that accidental damage or bodily injury caused by deliberate acts of your employees or sub-contractors only falls under this definition where those acts were not condoned and/or sanctioned by you and/or carried out with your knowledge or agreement or consent. This definition also now includes accidental pollution.	The definition of <i>Keys</i> has been added.	The definition of <i>Excess</i> has been deleted.
32	The definition of <i>Products</i> now includes reference to any advice, design, plans, specifications, formulae, surveys, instructions or directions relating to products.	A definition of <i>Pollutant</i> has been added.	The definition <i>Mainframe computer suite</i> has been deleted.
32		A definition of <i>Pollution</i> has been added.	
32		A definition of <i>Server rooms and data centres</i> has been added.	The definition <i>Territorial limits</i> has been deleted.

Page	Wording Amendments	Wording Additions	Wording Deletions
<b>33</b>	<b>Public and Products (including Inefficacy) Liability – Cover</b>		
33		Cover Clause – Defence costs has been added which provides cover for defence costs following any insurable event under Section – Public and Products (including Inefficacy) Liability subject to our prior written and continuing consent to appoint representation or otherwise authorise expenditure. Where a non-panel firm is appointed a legal costs sub-limit of GBP500,000 will apply.	Cover Clause – Additional costs and expenses, has been deleted and replaced by Cover Clause – Defence costs.
<b>34</b>	<b>Public and Products (including Inefficacy) Liability – Standard Clauses</b>		
34	Standard Clause – Asbestos accidental discovery, now makes specific reference to the liabilities for which cover is provided under this clause, as well as now referring to the policy schedule which contains the limits and applicable excesses.		
35	Standard Clause – Contractual liability has been amended to allow waiver of rights of subrogation where required by contract, without the need to first take steps to avoid.		
35	Standard Clause – Criminal acts, now states that the cover is granted on the basis that the events insured by this clause were not condoned or sanctioned by you and/or carried out with your prior knowledge, agreement or consent.	Standard Clause – Customers’ premises, has been added, which replaces the previous Standard Clause – Work upon third party property. This clause provides cover for liability for property temporarily in your custody, possession or control for the purpose of undertaking work. Please refer to Standard Clause – Customers’ premises under this section of the policy wording for full details.	
36	Standard Clause – Data protection has been revised and now makes reference to the General Data Protection Regulation (GDPR). In addition, this cover now excludes any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any computer system or data.		

Page	Wording Amendments	Wording Additions	Wording Deletions
37	Standard Clause – Environmental Statutory Liability now restricts cover to the United Kingdom and/ or member states of the European Union. Where a non-panel firm is appointed, legal costs are now restricted to GBP500,000, all other limits and sub-limits are now as stated within the policy schedule.		
37	Standard Clause – Indemnity to other parties has been significantly shortened as it now references the definition of <i>Other insured party</i> .		
38	Standard Clause – Indemnity to principal now requires the principal to act as though they were the insured and fulfil and be subject to the terms and conditions of this policy insofar as they can apply.	Standard Clause – Inefficacy (failure to perform) has been added and provides greater clarity on the inefficacy cover being provided under the Public and Products Liability section of cover.	
39		Standard Clause – Local Democracy, Economic Development and Construction Act 2009 has been added and provides cover for claimants’ costs and expenses arising from any decision of an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained within the Local Democracy, Economic Development and Construction Act 2009.	Standard Clause – Housing Grants, Construction and Regeneration Act, 1996 has been deleted and replaced by Standard Clause – Local Democracy, Economic Development and Construction Act 2009.
39		Standard Clause – Manslaughter defence costs has been added.	
40	Standard Clause – Motor contingent liability has been renamed as Standard Clause – Motor cover, the content of this clause remains unchanged.		



Page	Wording Amendments	Wording Additions	Wording Deletions
41		Standard Clause – Property upon which you have been working has been added and provides similar cover to Standard Clause – Customers’ premises, but solely in relation to damage resulting from the installation, modification, repair or servicing of an alarm or sprinkler, wet or dry riser systems, fire extinguishers and/or any other security devices or whilst temporarily securing premises following a theft or attempted theft. This is a redrafting of Standard Clause – Work upon third party property and now excludes loss of extinguishant from a fixed fire extinguisher where you are directly working on the fixed fire extinguisher system unless the Optional Extension Loss of extinguishant in fixed fire extinguishers extension is purchased.	Standard Clause – Products and workmanship, has been deleted. This has been relocated under Optional Extensions and is included as a standard cover.
41		Standard Clause – Public relations expenses has been added.	
41	Standard clause – Statutory defence costs no longer references specified limits and instead refers to the limits as stated within the policy schedule. The clause now also includes a legal costs sub-limit of GBP500,000 where a non-panel firm is appointed.	Standard Clause – Service indemnity has been added. This was previously an Optional Endorsement but is now included as a standard cover.	
42	Standard Clause – Watercraft, has undergone minor amendment and now refers to “Exclusion – Vehicles and Vessels” instead of “Exclusion 2.1.1” owing to amendments contained elsewhere in the wording.		Standard Clause – Work upon third party property has been deleted.
43	<b>Public and Products (including Inefficacy) Liability – Conditions Precedent to Liability – NEW SECTION</b>		
43		Condition Precedent to Liability – Construction Plant-hire Association Conditions of Contract/ Scottish Plant Operators has been added. This states that it is a condition precedent to our liability to indemnify you that you shall only hire out plant and equipment in accordance with the Construction Plant-hire Association Conditions of Contract or Scottish Plant Operators Association Conditions or equivalent.	

Page	Wording Amendments	Wording Additions	Wording Deletions
43		<p>Condition Precedent to Liability – Sub-contractors Insurance Check has been added, which was previously an exclusion, but is now clarified as a condition precedent to our liability that you must establish and maintain an administrative procedure for obtaining evidence that sub-contractors acting on your behalf have effected Public Liability Insurance which covers liability arising from or caused by the work for the full duration of the work and is subject to a limit of indemnity of not less than the amount stated in the schedule. Inefficacy Liability Insurance where the whole of a security &amp;/or fire service or a complete security &amp;/or fire installation is sub-contracted. Please refer to Condition Precedent to Liability 2 under this section of the policy wording for full details of this requirement.</p>	
45	<b>Public and Products (including Inefficacy) Liability – Exclusions</b>		
45	<p>Exclusion – Advice, instructions and design has been renamed Exclusion – Advice, design, plans, specifications, formulae, surveys, instructions or directions whether or not provided for a fee. This exclusion has been broadened to now exclude liability for plans, specifications, formulae, surveys or directions, in addition to the pre-existing exclusion of liability arising from advice, instruction or design.</p>		
46	<p>Exclusion – Employees working outside the United Kingdom no longer includes reference to “where the employee is resident within the United Kingdom.”</p>		
46	<p>Exclusion – Excess has been significantly shortened as all excesses are now contained within the policy schedule.</p>	<p>Exclusion – Fees for intervention has been added, which excludes cover for payments raised under the Health and Safety (Fees) Regulations 2012 relating to ‘fees for intervention.’</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
46	<p>Exclusion – Hazardous activities has been amended to extend cover for work at perimeter fences and boundaries or in locations which are not safety critical at the establishments listed within the exclusion. The exclusion has also been amended to clarify the restriction of cover for work on, alongside or within 5 metres of railway tracks, and cover is extended to include work in offices or at perimeter fences and boundaries at nuclear sites. Please refer to Exclusion – Hazardous activities, under this section of the policy wording for full details.</p>		
47		<p>Exclusion – Loss of extinguishant in fixed fire extinguishers has been added, which excludes liability for damage and costs incurred from the discharge of extinguishant in fixed fire extinguishers where work is being undertaken on such systems. Please refer to Exclusion – Loss of extinguishant in fixed fire extinguishers, under this section of the policy wording for full details. Cover for this can be purchased under Optional Extension – Loss of extinguishant in fixed fire extinguishers extension.</p>	
47	<p>Exclusion – North America has been redrafted to provide greater clarity over the parameters of this exclusion, such as greater detail over the cover provided for temporary non-manual work undertaken in North America. Please refer to Exclusion – North America under this section of the policy wording for full details.</p>	<p>Exclusion – Loss of keys and locks, has been added, which excludes liability for the cost of replacing keys, locks operated by keys or digital keypads.</p>	
49		<p>Exclusion – Products and workmanship, has been added which excludes liability for damage to and costs incurred as a result of recalling, replacing, or making good products or workmanship performed by you or on your behalf, other than liability for damage to property caused by workmanship or products which are the subject of a separate contract.</p>	<p>Exclusion – Sprinkler tests has been deleted.</p>

Page	Wording Amendments	Wording Additions	Wording Deletions
49		<p>Exclusion – Statutory defence costs and manslaughter defence costs has been added, which excludes liability for defence costs arising out of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide. Please refer to Exclusion – Statutory defence costs and manslaughter defence costs, under this section of the policy wording for full details.</p>	<p>Exclusion – Sub-contractors insurance check has been deleted as this is now a condition precedent to liability.</p>
49	<p>Exclusion – Use of heat now references the definition of ‘reasonable precautions’ as found within the Optional Endorsement – Use of heat extension.</p>	<p>Exclusion – Underground services has been added. This excludes cover for loss of, destruction of, or damage to cables, pipes or other services located underground, unless you have complied with the requirements as outlined within this Exclusion. Please refer to Exclusion – Underground services under this section of the policy wording for full details.</p>	
<p><b>51 Public and Products (including Inefficacy) Liability – Optional Extensions</b></p>			
51		<p>Optional Extension – Asbestos limited materials partial buyback including accidental discovery extension has been added. This extension acts to delete Exclusion – Asbestos from the policy wording, but cover is provided on the basis of several conditions are met and restrictions apply. Please refer to Optional Extension 1 under this section of the policy wording for full details on the cover available.</p>	
52		<p>Optional Extension – Damage to that part worked upon – Customers’ premises extension additional buyback has been added. This extends the cover provided by Standard Clause – Customers’ premises. For full details on the restrictions of this cover, please refer to Optional Extension 2 under this section of the policy wording.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
53		Optional Extension – Fidelity bonding extension, has been added, which indemnifies your customers against damage to property and money for which you have no legal liability due to arson, malicious damage, theft, fraud, dishonesty or embezzlement by your employees. Please refer to Optional Extension 3 under this section of the policy wording for full details on the cover provided.	
54		Optional Extension – Financial loss (including products) extension, has been added, which extends cover for your liability for financial loss incurred by others. This extension will be applied automatically to your policy, free of charge. Please refer to Optional Extension 4 under this section of the policy wording for full details on the cover provided.	
55	Optional Extension – Loss of gas in fixed fire extinguishers has been renamed as Optional Extension – Loss of extinguishant in fixed fire extinguishers. Cover has been extended and now includes liability for the sudden, identifiable, unintended and unexpected discharge of foam, as well as gas, from fixed fire extinguishers.	Optional Extension – Loss of keys extension, has been added and provides cover for amounts which become payable to indemnify your customers resulting from loss of keys whilst in your custody. Please refer to Optional Extension 6 under this section of the policy wording for full details on the cover afforded by this extension.	
56		Optional Extension – Loss of metered water extension, has been added, which extends cover to indemnify you for any costs arising from investigation of the cause of loss of metered water from your customer’s premises where your customer is responsible for charges for loss of metered water. Please refer to Optional Extension 7 under this section of the policy wording for full details of this cover.	

Page	Wording Amendments	Wording Additions	Wording Deletions
56		Optional Extension – Misuse of telephones extension has been added, which provides cover for your customers’ loss of money due to the unauthorised use of customers’ telephones by your employees. Please refer to Optional Extension 8 under this section of the policy wording for full details of the cover provided, including all necessary conditions and applicable restrictions.	
57		Optional Extension – Products and workmanship extension has been added, which provides cover for your legal liability for costs of rectifying defective work or products where they have caused bodily injury to any person other than an employee or damage to property other than products which are the subject of the same contract. Please refer to Optional Extension 10 under this section of the policy wording for full details of the cover and all applicable limitations of the same.	
57		Optional Extension – Trace and access extension, has been added which extends cover to include costs necessarily incurred with our prior consent in locating the source of any escape of water from any fixed water services, heating installation or fuel oil including the repair to walls, floors or ceilings necessary as a direct result of the location work, subject to the limitations and conditions as outlined within the Extension. Please refer to Optional Extension 11 under this section of the policy wording for full details of the cover provided.	

Page	Wording Amendments	Wording Additions	Wording Deletions
58	<p>Optional Extension – Use of heat extension has been redrafted to clarify the condition precedent to this cover. The extension now also defines what heat sources are covered by this extension. The definition of reasonable precautions as per this Extension has been amended to now require that if fire extinguishers are used during the process of heat work, then all heat work must cease until two fully charged fire extinguishers are made available. In addition, the reasonable precautions now require a one hour continuous examination of the area and within a six metre radius of where heat has been applied to ensure there is no risk of fire. The reasonable precautions for after heat work has ceased have also been broadened along with risk management conditions regarding the burning of debris. Please refer to Optional Extension 10 under this section of the policy wording for full details of these changes.</p>		

## Professional Indemnity

Fundamental change from 'negligence/errors and omissions' wording to 'civil liability' now covering situations where a policyholder may be held liable for a loss, without having been found to be negligent.

### Professional indemnity – Definitions

The definition of Specified Professional Activities has been amended to comprise of the following: -

- design, plan or specification;
- supervision of construction;
- feasibility study;
- technical information calculation;
- surveying;
- consultancy;
- testing;

- training;

Where your policy also referred to 'professional services as specified under **business** in the schedule', this has been removed. The exclusion of supervision of you or your sub-contractors work in your capacity as Building or Engineering Contractor has been removed.

Definitions of Collateral warranty or duty of care agreement, Pollutant, and Pollution, have been added.

Definitions of Costs and Excess, have been removed.

### **Professional indemnity – Cover Clause**

Amended cover clause stating that liability arises in respect of

- breach of professional duty;
- negligent act, negligent error or negligent omission;
- negligent misstatement or negligent misrepresentation;
- defamation or other tort related to disparagement of character, including libel or slander; or
- other civil liability not included above;

incurred in connection with your business within the territorial limits incurred by you or your firm in the conduct and the carrying out of the specified professional activities.

### **Professional indemnity – Costs and Expenses (New Section: Sections – Costs and Expenses, and Extensions, together replace previous Section – Standard Clauses)**

Costs and Expenses – Arbitration and adjudication has been added which provides cover for liability incurred as a result of any decision made by an adjudicator (made in accordance with specified legislation and regulation) or any award by an arbitrator or tribunal or arbitrators.

Costs and Expenses – Costs prior to handover has been added which provides cover for costs and expenses reasonably incurred with our prior written consent in respect of rectifying defects in the works prior to completion.

Costs and Expenses – Defence costs has been added which provides cover for defence costs incurred with our prior written consent.

Costs and Expenses – Defence costs for criminal proceedings has been added which provides cover for the insured's defence costs incurred with the prior written consent.

### **Professional indemnity – Extensions (New Section: Sections – Costs and Expenses, and Extensions, together replace previous Section – Standard Clauses)**

Extension – Awards by Ombudsman has been added which notwithstanding the Ombudsman Exclusion, provides cover for any award made by an ombudsman.

Extension – Collateral warranties has been added which provides cover for any breach of professional duty or negligence in the performance of obligations accepted under collateral warranties or duty of care agreements.



Extension – Cyber liability and protection of computer systems, has been removed (sub-limited to £100,000 where previously included in your PI policy).

Extension – Joint ventures has been added which provides cover for any claim covered under this policy that arises solely from the conduct of your business in any joint venture.

Extension – Negligence of others clause has been removed (where previously included in your PI policy), however cover is not excluded going forward, subject to compliance with the Condition precedent to liability – Sub-contractors insurance check.

Extension – Pollution and contamination has been added to cover physical damage or harm caused by pollution where sudden and accidental excluding costs of remedying damage to land or the environment.

Extension – Public relations and crisis management services has been added. This provides cover for expenses incurred for a public relations and/or crisis management consultant to avert or mitigate damage to any of your brands.

### **Professional indemnity – Condition precedent to liability (New Section)**

Exclusion – Sub-contractors insurance check has been moved and highlighted as a condition precedent to liability and amended to include a requirement that you ensure that the party to whom responsibility is divested is suitably qualified to carry out such specified professional activities.

### **Professional indemnity – Exclusions**

New exclusions added and we will not pay for claims arising from: –

- Aircraft, watercraft, vehicles or buildings – excludes cover for claims arising from the ownership, possession or use of any aircraft, watercraft or mechanically propelled vehicle, or any buildings, structures, premises, land or property.
- Asbestos – excluded unless brought back by purchase of one of the Optional Extensions.
- Associated company – excludes claims brought by any parent or subsidiary of the insured, any firm, partnership or entity in which the insured or any director or partner of the insured has a financial or executive interest.
- Assumed duty or obligation – excludes claims arising from any liability, duty or obligation incurred or assumed by you which is not incurred or assumed in the normal conduct of your business.
- Bodily injury and property damage – excludes cover for liability arising from bodily injury and/or property damage.
- Confidentiality – excludes cover for liability if you disclose the terms, conditions, exclusions or limit of indemnity of this policy or the amount of the premium paid to any third party except to the extent that you are required by law or contractual agreement, or where we provide written consent to such disclosure.
- Contractual liability – excludes cover for liability arising out of breach of contract including breach of express warranty, guarantee or fiduciary relationship other than where liability which would have incurred in the absence of such contract, warranty, guarantee or fiduciary relationship.
- Legislation and regulation – excludes cover for your breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
- Liability arising out of employment – excludes cover for liability to any employee, former employee or prospective employee in respect of employment-related libel, slander, humiliation or defamation; unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.
- Libel, slander or defamation – excludes cover for liability arising from any libel, slander, defamation or mis-statement made recklessly or maliciously.

- Management liability – excludes cover for liability incurred by directors or officers when acting in that capacity or managing your business, in breach of their fiduciary duty or making or issuing any statement, representation or information contained in any accounts, reports or financial statements.
- Negotiable Paper – excludes liability for the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
- Ombudsman – excludes liability in respect of any Ombudsman’s award, except to the extent covered under the “Awards by Ombudsman” extension.
- Patent or trade secret – excludes any claim, liability, loss or defence costs arising directly or indirectly out of the infringement of any patent or trade secret.
- Plea or finding of guilt – excludes cover for “defence costs for criminal proceedings” following a plea or finding of guilt.
- Pollution – excludes cover for bodily injury, loss of or damage to, or loss of use of property, directly or indirectly caused by seepage, pollution or contamination; the cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances.
- Specifications and estimates – excludes cover for claims arising from incorrect or inadequate specification of materials or performance or incorrect or inadequate estimates of construction costs or cost advice, or incorrect or inadequate programming or estimate of the period of construction, unless any such case arises out of negligence in the conduct of your business.
- Takeover or merger – excludes cover for claims arising directly or indirectly from acts, errors or omissions committed after the date of any take-over or merger unless otherwise agreed by us.
- Trading loss and liabilities – excludes cover for claims arising directly or indirectly from your lost profit, mark-up, or liability for VAT or its equivalent, your trading loss or liability including those arising from loss of any client, account or business and/or your decision to notify individuals or procure credit monitoring services following any form of data breach.

Exclusion – Hazardous activities revised to match the above Employers’ Liability and Public and Products (including Inefficacy) Liability Sections illustrates above.

## Professional indemnity – Optional Extensions

New Optional Extensions for:

Asbestos accidental discovery – provides cover for breach of professional duty, negligent act, error or omission occurring at any time after the retroactive date that causes accidental discovery of asbestos and/or asbestos containing materials.

Asbestos limited materials partial buyback including accidental discovery extension – provides cover for breach of professional duty, negligent act, error or omission occurring at any time after the retroactive date that causes accidental discovery of asbestos and/or asbestos containing materials when engaged in work with asbestos where a licence is not required or is subject to the Notifiable Non-licenced Work requirements.

Page	Wording Amendments	Wording Additions	Wording Deletions
60	<b>Professional Indemnity – Definitions</b>		
60	The definition <i>Limit of indemnity</i> has been slightly amended to now refer to “Defence Costs” instead of “costs and interest.”	A definition of <i>Collateral warranty or duty of care agreement</i> has been added.	The definition of <i>Costs</i> has been deleted.

Page	Wording Amendments	Wording Additions	Wording Deletions
60	<p>The definition <i>Specified professional activities</i> has been amended to comprise of the following: -</p> <ul style="list-style-type: none"> <li>a. design, plan or specification;</li> <li>b. supervision of construction;</li> <li>c. feasibility study;</li> <li>d. technical information calculation;</li> <li>e. surveying;</li> <li>f. consultancy;</li> <li>g. testing;</li> <li>h. training;</li> </ul> <p>Where your policy also referred to ‘professional services as specified under <i>business</i> in the schedule’, this has been removed. The exclusion of supervision of you or your sub-contractors work in your capacity as Building or Engineering Contractor has been removed.</p>	A definition of <i>Pollutant</i> has been added.	The definition of <i>Excess</i> has been deleted.
60		A definition of <i>Pollution</i> has been added.	
62	<b>Professional Indemnity – Cover</b>		
62	<p>Cover Clause 1 – Cover now includes cover for claimant’s costs and ‘Defence Costs.’ In addition, the Professional Indemnity section of cover is now provided on a Civil Liability basis, as such, the Cover Clause now states that this section provides cover for liability for “breach of professional duty; negligent act, error or omission; negligent misstatement or misrepresentation; or defamation or other tort related to disparagement of character, including libel or slander; other civil liability.”</p>	<p>Cover Clause 2 – Limit of indemnity, has been added to clarify that this is as per the policy schedule and is the maximum payable under this section. In addition, this clause notes that any sub-limit of indemnity as stated in the schedule shall be part of and not in addition to the limit of indemnity.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
63	<b>Professional Indemnity – Costs and Expenses – NEW SECTION</b> (Section – Costs and Expenses; and Section – Professional Indemnity Extensions, together replace previous Section – Standard Clauses)		
63		Costs and Expenses – Arbitration and adjudication, has been added which provides cover for liability incurred as a result of any decision made by an adjudicator (made in accordance with specified legislation and regulation) or any award by an arbitrator or tribunal or arbitrators. Please refer to Costs and Expenses – Arbitration and adjudication, under this section of the policy wording for full details.	
63		Costs and Expenses – Costs prior to handover, has been added which provides cover for costs and expenses reasonably incurred with our prior written consent in respect of rectifying prior to any practical completion, take-over certificate or defects period, any defect in the works constructed by you or your sub-contractor, subject to the limitations and restrictions as outlined in Costs and Expenses – Costs prior to handover, under this section of the policy wording, which should be referred to for full details of this cover.	
63		Costs and Expenses – Defence costs, has been added which provides cover for defence costs incurred with our prior written consent. This is subject to the limitations of cover as outlined in Costs and Expenses – Defence costs, under this section of the policy wording.	

Page	Wording Amendments	Wording Additions	Wording Deletions
64		<p>Costs and Expenses – Defence costs for criminal proceedings, has been added which provides cover for the insured’s defence costs incurred with the prior written consent of the insurer in the defence or settlement of a claim that falls within the parameters outlined in Costs and Expenses – Defence costs for criminal proceedings, under this section of the policy wording. Please refer to the same for full details on the cover provided by this clause.</p>	
65	<p><b>Professional Indemnity – Extensions – NEW SECTION (Section – Costs and Expenses; and Section – Professional Indemnity Extensions, together replace previous Section – Standard Clauses)</b></p>		
65		<p>Extension – Awards by Ombudsman, has been added which notwithstanding the Ombudsman Exclusion, provides cover for any award made by an ombudsman, subject to the limitations and restrictions as outlined in Extension – Awards by Ombudsman, under this section of the policy wording, which should be referred to for full details of this cover.</p>	
65	<p>Extension – Dishonesty of employees (previously a Standard Clause), has been amended to clarify the intended cover provided by this Extension. Please refer to Extension – Dishonesty of employees under this section of the policy wording for full details.</p>	<p>Extension – Collateral warranties, has been added which provides cover for any breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation on the part of the insured or any sub-contractor in performing their obligations accepted under collateral warranties or duty of care agreements but only in so far as the benefits of such collateral warranties or duty of care agreements or similar agreements are not greater or longer lasting than those given to the party with whom the insured originally contracted.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
66	Extension – Infringement of copyright, patent or registered design (previously a Standard Clause), has been amended to now include reference to “claimants costs or defence costs” as well as “breach of confidence.” Cover is also now solely in relation to incidents that occur “whilst carrying out any specified professional activities.”	Extension – Joint ventures, has been added which provides cover for any claim covered under this policy that arises solely from the conduct of your business in any joint venture, subject to the limitations as outlined in Extension – Joint ventures, under this section of the policy wording.	Standard Clause – Negligence of others,’ has been removed (where previously included in your PI policy) however cover is not excluded going forward, subject to compliance with the Condition precedent to liability – Sub-contractors insurance check.
66	Extension – Loss of documents (previously a Standard Clause) has been amended to now refer to “claimant’s costs and/or defence costs,” and also now states that all limits, sub-limits and excesses are as per the policy schedule.		
67		Extension – Pollution and contamination, has been added. This provides cover for legal liability arising from a sudden, unintended and unexpected seepage, pollution or contamination event that results from your negligent structural design or specification or failure to report a structural defect in a property damaged or destroyed. Cover is strictly subject to the limitations as outlined within Extension – Pollution and contamination under this section of the policy wording which should be referred to in full for details of the cover provided by this clause.	
67		Extension – Public relations and crisis management services, has been added. This provides cover for expenses incurred for a public relations and/or crisis management consultant to avert or mitigate damage to any of your brands, subject to the limitations contained within this standard clause. Please refer to Extension – Public relations and crisis management services, under this section of the policy wording for full details.	

Page	Wording Amendments	Wording Additions	Wording Deletions
69	<b>Professional Indemnity – Condition precedent to liability – NEW SECTION</b>		
69		<p>Condition Precedent to Liability – Sub-contractors insurance check, has been added. This states that it is a condition precedent to our liability that where professional work is undertaken on your behalf, you must use your best endeavours to ensure the party is suitably qualified to carry out the works and that at the time of their engagement, they have in force their own professional indemnity insurance cover that has a minimum limit of indemnity of not less than the amount stated in the schedule.</p>	
70	<b>Professional Indemnity – Exclusions</b>		
70	<p>Exclusion – Asbestos, has been amended and now refers to “Optional Endorsement – Professional Indemnity.”</p>	<p>Exclusion – Aircraft, watercraft, vehicles or buildings, has been added and excludes cover for claims arising from the ownership, possession or use of any aircraft, watercraft or mechanically propelled vehicle, or any buildings, structures, premises, land or property. Please refer to Exclusion – Aircraft, watercraft, vehicles or buildings, under this section of the policy wording for full details.</p>	<p>Exclusion – Assignees of Collateral Warranty, has been deleted.</p>
70		<p>Exclusion – Associated company, has been added. This excludes claims brought, maintained by or on behalf of any parent or subsidiary of the insured, any firm, partnership or entity in which the insured or any director or partner of the insured has a financial or executive interest or any person who at the time of the act is a family member unless they are acting without prior or indirect solicitation or co-operation of any insured. Please refer to Exclusion – Associated company, under this section of the policy wording for full details.</p>	
70		<p>Exclusion – Assumed duty or obligation, has been added. This excludes claims arising from any liability, duty or obligation incurred or assumed by you which is not incurred or assumed in the normal conduct of your business.</p>	

Notice of Change for policyholders of SSR Electrical, Ventilation, Air Conditioning & Refrigeration Insurance

Page	Wording Amendments	Wording Additions	Wording Deletions
70		Exclusion – Bodily injury and property damage, has been added which excludes cover for liability arising from bodily injury and/or property damage including loss of use thereof.	
71		Exclusion – Confidentiality, has been added which excludes cover for liability if you disclose the terms, conditions, exclusions or limit of indemnity of this policy or the amount of the premium paid to any third party except to the extent that you are required by law or contractual agreement, or where we provide written consent to such disclosure.	
71	Exclusion – Dishonest, malicious, criminal or deliberate illegal acts, has been amended to now include reference to “Defence Costs” instead of “Costs” and now refers to “Standard Clause – Dishonesty of Employees.”	Exclusion – Contractual liability, has been added. This excludes cover for liability arising out of breach of contract including breach of express warranty or guarantee. Please refer to Exclusion – Contractual liability, under this section of the policy wording for full details.	Exclusion – Employee bodily injury, has been deleted.
71	Exclusion – E-commerce, has been shortened and no longer refers to “bodily injury,” “damage” or “loss, alteration or impairment of, or damage to, information and/or data in electronic form arising solely from accidental extraneous physical damage to electronic business equipment and computers.” This exclusion also now refers to “Defence Costs” instead of “Costs.”		Exclusion – Estimates of construction, has been deleted.
71	Exclusion – Excess, has been amended and now refers to the excess as stated in the schedule.		Exclusion – Express warranty or guarantees and contractual liability, has been deleted.



Page	Wording Amendments	Wording Additions	Wording Deletions
72	<p>Exclusion – Hazardous activities, has been amended to extend cover for work at perimeter fences and boundaries or in locations which are not safety critical at such establishments listed within the exclusion. The exclusion has also been amended to better clarify the restriction of cover in respect of work on, alongside or within 5 metres of railway tracks, and cover restrictions have also been amended in respect of work in offices or at perimeter fences and boundaries at nuclear sites. Please refer to Exclusion – Hazardous activities, under this section of the policy wording for full details.</p>		
72	<p>Exclusion – Insolvency, has been amended and now refers to “Defence Costs” instead of “Costs.”</p>		
72	<p>Exclusion – Insurance, finance or financial advice, has been amended and now refers to “Defence Costs” instead of “Costs.”</p>		
72	<p>Exclusion – Known circumstances, has been amended and now refers to “Defence Costs” instead of “Costs.”</p>		
73		<p>Exclusion – Legislation and regulation, has been added which excludes cover for your breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation. Please refer to Exclusion – Legislation and regulation, under this section of the policy wording for full details.</p>	
73		<p>Exclusion – Liability arising out of employment, has been added which excludes cover for liability to any employee, former employee or prospective employee in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or apprenticeship, harassment, discrimination or like conduct.</p>	

Notice of Change for policyholders of SSR Electrical, Ventilation, Air Conditioning & Refrigeration Insurance

Page	Wording Amendments	Wording Additions	Wording Deletions
73		Exclusion – Libel, slander or defamation, has been added which excludes cover for liability arising from any libel, slander, defamation or mis-statement made recklessly or maliciously by you.	
73		Exclusion – Management liability, has been added which excludes cover for liability incurred by all or any one of your directors or officers when acting in that capacity or managing your business, in breach of their fiduciary duty or making or issuing any statement, representation or information contained in any accounts, reports or financial statements. Please refer to Exclusion – Management liability under this section of the policy wording for full details.	
74	Exclusion – North America, has been amended to now exclude any claim arising from any kind of legal or regulatory proceedings brought in North America or outside of North America to seek enforcement or upholding of a judgement, award or order made in North America. Please refer to Exclusion – North America, under this section of the policy wording for full details.	Exclusion – Negotiable paper, has been added which excludes liability for the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.	
74	Exclusion – Nuclear risks, has been amended and now refers to “Defence Costs” instead of “Costs.”	Exclusion – Ombudsman, has been added which excludes liability in respect of any Ombudsman’s award, except to the extent covered under the “Awards by Ombudsman” extension.	
74	Exclusion – Other insurance, has been amended to clarify the parameters of this exclusion. Please refer to Exclusion – Other insurance, under this section of the policy wording for full details.	Exclusion – Patent or trade secret, has been added which excludes any claim, liability, loss or defence costs arising directly or indirectly out of the infringement of any patent or trade secret.	
74		Exclusion – Plea or finding of guilt, has been added which excludes cover for “defence costs for criminal proceedings” following a plea or finding of guilt on your part. Please refer to Exclusion – Plea or finding of guilt, under this section for full details on the parameters of this exclusion.	Exclusion – Property ownership, use, occupation or leasing, has been deleted.

Page	Wording Amendments	Wording Additions	Wording Deletions
75		Exclusion – Pollution, has been added which excludes cover for bodily injury, loss of or damage to, or loss of use of property, directly or indirectly caused by seepage, pollution or contamination; the cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances.	
75	Exclusion – Retroactive date – negligence before the date, has been amended to now refer to “Defence Costs” instead of “Costs.”	Exclusion – Specifications and estimates, has been added which excludes cover for claims arising from incorrect or inadequate specification of materials or performance or incorrect or inadequate estimate of construction costs or cost advice, or incorrect or inadequate programming or estimate of the period of construction, unless any such case arises out of negligence in the conduct of your business. Please refer to Exclusion – Specifications and estimates under this section of the policy wording for full details of the parameters of this exclusion.	Exclusion – Sub-contractors insurance check, has been deleted as this is now included under Conditions Precedent to Liability under this section.
75		Exclusion – Takeover or merger, has been added which excludes cover for claims arising directly or indirectly from acts, errors or omissions committed by you after the date of any take-over or merger unless otherwise agreed by us.	
75		Exclusion – Trading loss and liabilities, has been added which excludes cover for claims arising directly or indirectly from your lost profit, mark-up, or liability for VAT or its equivalent, your trading loss or liability including those arising from loss of any client, account or business and/or your decision to notify individuals or procure credit monitoring services following any form of data breach. Please refer to Exclusion – Trading loss and liabilities, under this section of the policy wording for full details.	

Page	Wording Amendments	Wording Additions	Wording Deletions
76	Exclusion – War and terrorism, has been redrafted and shortened to better clarify the parameters of this exclusion. Please refer to Exclusion – War and terrorism, under this section of the policy wording for full details.		
<b>77</b>	<b>Professional Indemnity – Optional Extensions</b>		
77		Optional Extension – Asbestos accidental discovery extension, has been added which provides cover for breach of professional duty, negligent act, error or omission occurring at any time after the retroactive date that causes accidental discovery of asbestos and/or asbestos containing materials. Cover is provided on the basis of several conditions and has restrictions applied. Please refer to Optional Extension 1 under this section of the policy wording for full details of the cover available.	
77		Optional Extension – Asbestos limited materials partial buyback including accidental discovery extension, has been added to the policy wording which provides cover for breach of professional duty, negligent act, error or omission occurring at any time after the retroactive date that causes accidental discovery of asbestos and/or asbestos containing materials when engaged in work with asbestos where a licence is not required or is subject to the Notifiable Non-licenced Work requirements.	

## Directors' and Officers' Liability

Standard Clause – Defence costs and expenses, Assignment and Other insurance have been deleted however coverage in relation to these matters are still maintained within General Definitions, Claims Conditions and General Terms and Conditions sections of the policy.

Page	Wording Amendments	Wording Additions	Wording Deletions
80	<b>Directors' and Officers' Liability – Definitions</b>		
80			The definition <i>Circumstance</i> has been deleted and moved to Section – General Definitions.
80			The definition <i>Claim</i> has been deleted and moved to Section – General Definitions.
80			The definition <i>Defence costs and expenses</i> has been deleted.
81			The definition of <i>Insured</i> has been deleted and moved to Section – General Definitions.
81			The definition <i>Insured person</i> has been deleted and moved to Section – General Definitions.
82			The definition of <i>Territorial limits</i> has been deleted and moved to Section – General Definitions.
83	<b>Directors' and Officers' Liability – Cover</b>		
83	Cover Clause – Directors' and Officers' liability now includes 'defence costs incurred with our prior written and continuing consent.'	Cover Clause – Retention has been added. This stipulates that where a claim is made under Cover Clause – Company reimbursement, we shall only indemnify the company for payments in excess of the amount stated in the schedule as the excess and where a claim is made under this section and the company could have indemnified the insured person under the applicable general law, but does not do so, the company shall reimburse us for any indemnity we have paid up to the amount of the limit of indemnity stated in the schedule. Please refer to Cover Clause 3 under this section of the policy wording for full details on the cover provided.	
84	<b>Directors' and Officers' Liability – Standard Clauses</b>		
84			Standard Clause – Defence costs and expenses has been deleted.
84			Standard Clause – Assignment has been deleted.
84			Standard Clause – Other insurance has been deleted.

Page	Wording Amendments	Wording Additions	Wording Deletions
85	<b>Directors' and Officers' Liability – Exclusions</b>		
85	No changes.		

## Legal Expenses

### Legal Expenses – Definitions

Definitions for Appointed representative, DAS Standard terms of appointment, Employer compliance disputes, Preferred law firm, PR crisis, Reasonable prospects, VAT dispute, and We/us/our/DAS, have been added.

The definition of Date of occurrence now provides greater clarification on the definition applicable to civil cases and for specified insured incidents.

The definition of Insured person has been expanded to include labour only subcontractors, but not bona fide subcontractors.

### Legal Expenses – Cover

Greater information is now provided on how to get the most out of your Legal Expenses cover, including how you can access the range of services provided by DAS.

Section – Our agreement, has been added which clarifies the circumstances in which DAS will be able to assist with your claim.

### Legal Expenses – Standard Clauses

Standard Clause – Employment disputes and compensation awards, has expanded cover in respect of employee civil legal defence, service occupancy and employment restrictive covenants.

Standard Clause – Tax protection, has been redrafted to provide better guidance on exactly what cover is provided by this clause.

Standard Clause – Legal defence has been amended to better highlight that DAS will only cover criminal investigations or prosecutions which arise in direct connection with the business activities shown in the schedule.

Standard Clause – Contract disputes has been added, this extends cover automatically to include costs and expenses incurred in negotiating a contractual dispute and was previously an Optional Endorsement under the Legal Expenses Section of Cover.

Standard Clause – Crisis containment has been added, which provides cover for costs and expenses incurred in managing a public relations crisis.

### Legal Expenses – Exclusions

Exclusion 1 – In respect of Standard Clause 1.1. Employment disputes, no longer excludes claims arising from or relating to any transfer of business which falls within the

scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006, or the Transfer of Employment (Pension Protection) Regulations 2005. This exclusion now excludes any claim relating to employee internal disciplinary or grievance procedures, damages for personal injury or pursuing your legal rights.

Exclusion 2 – In respect of Standard Clause 1.2 Compensation awards, now excludes any claims relating to paternity, parental or adoption rights, non-payment of money due under a contract, or settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

Exclusion 4 – In respect of Standard Clause 1.4 Employment restrictive covenants, has been added and outlines the parameters of cover provided by Standard Clause 1.4 and explains the circumstances in which cover shall not apply.

Exclusion 7 – In respect of Standard Clause 4 Personal injury, now excludes any claims relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury; and claims relating to clinical negligence.

Exclusion 8 – In respect of Standard Clause 5 Tax protection, now excludes claims relating to any investigation or enquiries by, with or on behalf of Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160, and any claim relating to import or excise duties and import VAT.

Exclusion 9 – In respect of Standard Clause 6.1 Criminal pre-proceeding cover has been added. This excludes claims relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs, and claims relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Exclusion 10 – In respect of Standard Clause 6.2 Criminal prosecution defence has been added. This excludes any claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Exclusion 11 – In respect of Standard Clause 6.3 Data protection has been added. This excludes claims relating to the loss, alteration, corruption or distortion of, or damage to stored personal data, or a reduction in the functionality, availability, or operation of stored personal data, resulting from hacking, malicious or negligent transfer of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

Exclusion 12 – In respect of Standard Clause 6.5 Statutory notice appeals has been added. This excludes claims relating to an appeal against the imposition or terms of any statutory notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration, and/or a statutory notice issued by an insured person's regulatory or governing body.

Exclusion 13 – In respect of Standard Clause 6.6 Jury service and court attendance has been added. This excludes any claim if you are unable to prove the loss.

Exclusion 14 – In respect of Standard Clause 7 Property protection, now excludes the enforcement of a covenant by or against you.

Exclusion 15 – In respect of Standard Clause 8 Contract disputes, now excludes disputes relating to an insurance policy, other than when your insurer refuses your claim; and the sale, purchase, or terms of a lease, other than a dispute with a professional adviser in connection with these matters.

Exclusion 16 – In respect of Standard Clause 9 Crisis Containment, has been added and outlines the parameters of the new cover introduced under this section by Standard Clause 9 Crisis Containment. Cover is restricted to exclude any claim that could reasonably be dealt with through the policyholder's customer service or complaints procedures, or any claim that arises from an event which is affecting the whole profession or industry.

Exclusion 17 – In respect of the whole section, has undergone minor amendment to now exclude any wilful act or omission of an insured person deliberately intended to cause a claim under this section; for costs and expenses arising from or relating to a coroner's inquest or fatal accident inquiry; any claim caused by, contributed to by or arising from any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; any claim relating to written or verbal remarks that damage the insured person's reputation; and any claim where an insured person is not represented by a law firm, barrister or tax expert.

## Legal Expenses – Conditions

Condition 1 now requires you to co-operate fully with DAS and the appointed representative and give the appointed representative any instructions that DAS asks you to.

Condition 2 has been rewritten and shortened to provide greater clarity over the limits of the cover granted by this section. This Condition stipulates that DAS will appoint a preferred law firm or tax consultancy as the policyholder’s appointed representative who will try to negotiate settlement of claims without going to court.

Condition 3 has been amended and now advises what will happen in the event that DAS decide to pay the insured person the amount of damages that the insured person is claiming or is being claimed against them instead of starting or continuing legal proceedings.

Condition 4 now states that you must also repay DAS any recovered court attendance and jury service expenses.

Condition 8 now advises of the arbitration service available if a dispute between DAS and you is not covered by the Financial Ombudsman Service.

Further Sections – Data protection; Who DAS are; How DAS will use your information; have been added to provide greater information on our Legal Expenses insurer and outline their use of policyholder’s data.

Further Sections – What is our legal basis for processing your information?; How long will your information be held for?; and What are your rights?; have been added which provide greater clarification on the use of policyholder data by our Legal Expenses insurer.

Section – How to make a complaint, has been added which provides details of the Information Commissioner’s Office and guidance on who the policyholder should contact if they are dissatisfied in how their data has been processed.

Page	Wording Amendments	Wording Additions	Wording Deletions
89	<b>Legal Expenses – Helpline Services</b>		
89	This section now includes further details of helpline services, such as the opening hours of the services and what matters DAS can assist with.		
90	<b>Legal Expenses – Definitions</b>		
90	The <i>Costs and expenses</i> definition has been significantly shortened and redrafted.	An <i>Appointed representative</i> definition has been added.	The definition <i>Aspect enquiry</i> has been deleted.
90			The definition of <i>DAS</i> has been deleted.
90		A <i>DAS Standard Terms of Appointment</i> definition has been added.	The definition <i>Full enquiry</i> has been deleted.
91	The <i>Date of occurrence</i> definition now provides further clarification on the definition applicable to civil cases, and for insured incidents falling under the Tax Protection, Legal Defence 5 Statutory Notice Appeals and Crisis Containment sections of cover.	A definition of <i>Employer compliance disputes</i> has been added.	The definition <i>Representative</i> has been deleted.



Page	Wording Amendments	Wording Additions	Wording Deletions
91	The definition of <i>Insured person</i> has been expanded to include those acting as labour only sub contractors but not bona fide sub contractors.	A <i>Preferred law firm</i> definition has been added.	The definition <i>Territorial limit</i> has been deleted and relocated to Section – General Definitions.
92	The <i>Tax intervention enquiry</i> definition has been renamed as <i>Tax enquiry</i> and redrafted in order to better clarify the term.	A <i>PR crisis</i> definition has been added.	The definition of <i>Insured incident</i> has been deleted.
92		A <i>Reasonable prospects</i> definition has been added.	
92		A definition of <i>VAT dispute</i> has been added.	
92		A definition of <i>We/us/our/DAS</i> has been added.	
94	<b>Legal Expenses – Cover</b>		
94		New sub-paragraphs have been added. The introductory paragraph to the Cover section now provides greater information on who DAS are and how to get the most out of your DAS cover. Sub-heading ‘How DAS can help’ has been shortened to provide greater clarity on how you can access the services provided by DAS. Please refer to this section of the policy wording for full details.	
94		New sub-sections have been added for ‘Access to online legal documents and guides’ and ‘Reporting a claim.’	
95		Section – Our agreement, has been added. This provides greater clarity over the circumstances in which DAS will be able to assist with your claim, such as the insured incident occurring within the period of the insurance and that reasonable prospects exist for the duration of the claim. Please refer to ‘Our agreement’ under this section of the policy wording for full details of all applicable requirements for cover to apply.	
95		Section – What DAS will pay has been added which provides an outline of the parameters of the cover being provided under this section. Please refer to this section within the policy wording for full details.	Section – If you need help from DAS, has been deleted.

Page	Wording Amendments	Wording Additions	Wording Deletions
96		Section – What DAS will not pay has been added which provides an overview of the main exclusions applicable to this section of the policy. An excess of GBP500 will now apply to contract dispute claims where the amount in dispute exceeds GBP5,000 (including VAT). Please refer to this section within the policy wording for full details.	The section titled ‘When DAS cannot help’ has been deleted.
<b>97</b>	<b>Legal Expenses – Standard Clauses</b>		
97	Standard Clause – Employment disputes and compensation awards, has been amended and expands cover in relation to employee civil legal defence, service occupancy and employment restrictive covenants. Service occupancy, has been rewritten and now clarifies that cover is in respect of costs and expenses incurred in recovering possession of premises that are owned by, or for which the policyholder is responsible for. Employment restrictive covenants extends cover to include costs and expenses incurred in pursuing a civil action against an employee or ex-employee where they are in breach, or about to be in breach of a restrictive covenant. Please refer to Standard Clause – Employment disputes and compensation awards, under this section of the policy wording for full details of the cover now provided.		
98	Standard Clause – Debt recovery has been amended slightly to now clarify how DAS will assist in debt recovery, including the enforcement of judgements.		
99	Standard Clause – Bodily injury has been renamed Standard Clause – Personal injury.		
99	Standard Clause – Tax protection has been redrafted to provide better guidance on what cover is provided under this section and now explicitly includes full or aspect enquiries, and tax intervention enquiries. Please refer to this section of the policy wording for full details.		

Page	Wording Amendments	Wording Additions	Wording Deletions
99	<p>Standard Clause – Legal defence has undergone minor amendment to the phrasing used. In addition, it is now highlighted that DAS will only cover criminal investigations or prosecutions which arise in direct connection with the business activities as shown in the schedule. This clause has also been amended to reflect the most recent data protection legislation. Greater clarification is also provided in respect of cover for an insured person's absence from work in order to attend jury service, or to attend any court or tribunal at the request of the appointed representative. Please refer to this section under the policy wording for full details on this.</p>		
100	<p>Standard Clause – Property protection, is now reworded from property owned, hired or leased to you to property which is owned by you, or is your responsibility.</p>		
101		<p>Standard Clause – Contract disputes has been added. This extends cover automatically to include costs and expenses incurred in negotiating a contractual dispute, which was previously an Optional Endorsement under this section of cover. Please refer to this Standard Clause under this section of the policy wording for full details on the cover provided.</p>	
101		<p>Standard Clause – Crisis containment has been added, which provides cover for costs and expenses incurred in managing a public relations crisis. Please refer to this Standard Clause under this section of the policy wording for full details on the cover provided.</p>	<p>Section – Optional Endorsement to Section H has been deleted. This is because the Optional Endorsement – Contract Disputes is now included in the Standard Clauses and as such there are no longer any Optional Endorsements under this section of cover.</p>

Page	Wording Amendments	Wording Additions	Wording Deletions
102	<b>Legal Expenses – Exclusions</b>		
102	<p>Exclusion 1 – In respect of Standard Clause 1.1. Employment disputes, has undergone minor amendment and no longer excludes claims arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005. This exclusion also now excludes any claim relating to employee internal disciplinary or grievance procedures, damages for personal injury or pursuing your legal rights.</p>		
102	<p>Exclusion 2 – In respect of Standard Clause 1.2 Compensation awards, now excludes any claims relating to paternity, parental or adoption rights, non-payment of money due under a contract, or a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure. This exclusion no longer includes statutory rights in relation to Sunday shop or betting work.</p>		
103	<p>Exclusion 6 – In respect of Standard Clause 3 Debt recovery, has undergone minor amendment to better clarify the parameters of cover and now provides greater detail of the circumstances under which cover would not apply. Please refer to Exclusion 6 under this section of the policy wording for full details.</p>	<p>Exclusion 4 – In respect of Standard Clause 1.4 Employment restrictive covenants, has been added. This sets out the parameters of cover provided by Standard Clause 1.4 and outlines the circumstances in which cover shall not apply.</p>	
103	<p>Exclusion 7 – In respect of Standard Clause 4 Personal injury, now excludes any claims relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury; and claims relating to clinical negligence.</p>		

Page	Wording Amendments	Wording Additions	Wording Deletions
104	Exclusion 8 – In respect of Standard Clause 5 Tax protection, now excludes claims relating to any investigation or enquiries by, with or on behalf of Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160, and any claim relating to import or excise duties and import VAT.	Exclusion 9 – In respect of Standard Clause 6.1 Criminal pre-proceeding cover has been added. This excludes claims relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs, and claims relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.	
104		Exclusion 10 – In respect of Standard Clause 6.2 Criminal prosecution defence has been added. This excludes any claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.	Exclusion 8 – In respect of Standard Clause 6 Legal defence, has been deleted and replaced by Exclusions 9 and 10.
104		Exclusion 11 – In respect of Standard Clause 6.3 Data protection has been added. This excludes claims relating to the loss, alteration, corruption or distortion of, or damage to stored personal data, or a reduction in the functionality, availability, or operation of stored personal data, resulting from hacking, malicious or negligent transfer of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.	
105		Exclusion 12 – In respect of Standard Clause 6.5 Statutory notice appeals has been added. This excludes claims relating to an appeal against the imposition or terms of any statutory notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration, and/or a statutory notice issued by an insured person’s regulatory or governing body.	
105	Exclusion 14 – In respect of Standard Clause 7 Property protection, now excludes the enforcement of a covenant by or against you.	Exclusion 13 – In respect of Standard Clause 6.6 Jury service and court attendance has been added. This excludes any claim if you are unable to prove the loss.	

Page	Wording Amendments	Wording Additions	Wording Deletions
105	<p>Exclusion 15 – In respect of Standard Clause 8 Contract disputes, now excludes disputes relating to an insurance policy, other than when your insurer refuses your claim; and the sale, purchase, or terms of a lease, other than a dispute with a professional adviser in connection with these matters.</p>		
106	<p>Exclusion 17 – In respect of the whole section, has undergone minor amendment to now exclude any wilful act or omission of an insured person deliberately intended to cause a claim under this section; for costs and expenses arising from or relating to a coroner’s inquest or fatal accident inquiry; any claim caused by, contributed to by or arising from any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; any claim relating to written or verbal remarks that damage the insured person’s reputation; and any claim where an insured person is not represented by a law firm, barrister or tax expert. This Exclusion also now advises you to refer to Condition 7 in the event of a dispute with DAS.</p>	<p>Exclusion 16 – In respect of Standard Clause 9 Crisis Containment, has been added and outlines the parameters of the new cover introduced under this section by Standard Clause 9 Crisis Containment. Cover is restricted to exclude any claim that could reasonably dealt with through the policyholder’s customer service or complaints procedures, or any claim that arises from an event which is affecting the whole profession or industry. Please refer to Exclusion 16 under this section of the policy wording for full details.</p>	
108	<b>Legal Expenses – Conditions</b>		
108	<p>Condition 1 now requires you to co-operate fully with DAS and the appointed representative and give the appointed representative any instructions that DAS asks you to.</p>		

Page	Wording Amendments	Wording Additions	Wording Deletions
108	Condition 2 has been rewritten and shortened to provide greater clarity over the limits of the cover granted by this section. This Condition stipulates that DAS will appoint a preferred law firm or tax consultancy as the policyholder's appointed representative who will try to negotiate settlement of claims without going to court. The Condition also sets out the parameters in respect of the policyholder choosing a law firm or tax consultancy which is not a preferred firm by DAS. Please refer to Condition 2 under this section of the policy wording for full details.		
108	Condition 3 has been amended and now advises what will happen in the event that DAS decide to pay the insured person the amount of damages that the insured person is claiming or is being claimed against them instead of starting or continuing legal proceedings.		
108	Condition 4 now states that you must also repay DAS any recovered court attendance and jury service expenses.		
109	Condition 8 now advises of the arbitration service available if a dispute between DAS and you is not covered by the Financial Ombudsman Service.	Further Sections – Data protection; Who DAS are; How DAS will use your information; have been added to provide greater information on our Legal Expenses insurer and outline their use of policyholder's data.	
110		Further Sections – What is our legal basis for processing your information?; How long will your information be held for?; and What are your rights?; have been added which provide greater clarification on the use of policyholder data by our Legal Expenses insurer.	

Page	Wording Amendments	Wording Additions	Wording Deletions
111		Section – How to make a complaint, has been added which provides details of the Information Commissioner’s Office and guidance on who the policyholder should contact if they are dissatisfied in how their data has been processed.	Section – Customer satisfaction has been deleted.

## Property All Risks

### Property All Risks – Definitions

New definitions for Consignment, Floating contents, and Rent, have been added.

‘Buildings’ now includes solar panels.

‘Electronic business equipment’ now includes projectors. Laptops has been removed as cover is provided under portable electronic business equipment.

‘Portable electronic business equipment’ now includes portable modems, portable facsimile machines, cameras and video cameras.

### Property All Risks – Cover

Cover Clause – Security has been amended and now contains the full premises security provisions within the wording, unless an alternative version(s) is stated in your schedule. Please refer to Cover Clause 1 under this section of the policy wording and your schedule for full details to ensure compliance.

### Property All Risks – Standard Clauses

Standard Clause – Basis of settlement, has been amended to clarify cover in regard to electronic business equipment and the calculation method in respect of damage to stock.

Standard Clause – Breakdown of electronic business equipment and computers has been amended to require the equipment is installed and is operating in accordance with the manufacturer’s instructions, that breakdown of the equipment is not the subject of a guarantee or warranty, or a maintenance contract, and that such breakdown does not occur during dismantling, erection or installation of the equipment. It is a condition precedent to indemnity that you must effect and keep in force a maintenance contract in respect of all electronic business equipment and computers with the manufacturer of the items or a reputable electronic engineer to service the items at least once every twelve months.

Standard Clause – Changing lock now includes cover for the accidental loss of keys and has an increased limit of GBP2,500 any one claim.

Standard Clause – Debris removal now clarifies that there is no cover for temporary boarding up of windows as part of a claim for breakage of glass under this Clause. This cover is instead provided under Standard Clause – Glass.



Standard Clause – Energy performance and sustainable buildings has been added which extends cover in respect of the additional cost of reinstatement incurred to conform with the recommendation report contained in the current Energy Performance Certificate. Sub-limited to GBP25,000.

Standard Clause – Fire extinguishment expenses and damage caused by emergency services has cover increased to GBP100,000 for all circumstances.

Standard Clause – Flood resilience has been added which extends cover in respect of the costs incurred in improving water resilience in the repair or reinstatement of the buildings and the costs incurred in the relocation within the same building of landlords' fixtures and fittings to an area of less exposure by water arising from flood and storm. Sub-limited to GBP50,000.

Standard Clause – Goods in transit has been extended to provide cover for items insured under this clause whilst in transit worldwide excluding North America (previously limited to the European Economic Area). Pollution and contamination are now excluded from this cover.

Standard Clause – Machinery re-erection clarifies cover granted on the basis that machinery is deemed to be undamaged and in working order prior to being dismantled, re-erected and/or reset and that cover does not extend to damage sustained to the machinery during dismantling, re-erection and/or resetting.

Standard Clause – Portable electronic business equipment has been extended to now provide cover for items insured under this clause anywhere in the world excluding North America (previously limited to the European Economic Area).

Standard Clause – Portable tools, has been added and partially replaces previously Standard Clause – Portable tools and stock. Cover under this clause has also been extended to now provide cover for items insured anywhere in the world excluding North America, (previously limited to the European Economic Area).

Standard Clause – Rent has been rewritten to better clarify what cover is granted by this clause and how such cover applies.

Standard Clause – Stock away from premises, has been added and partially replaces previously Standard Clause – Portable tools and stock. Cover under this clause has also been extended to now provide cover for items insured anywhere in the world excluding North America, (previously limited to the European Economic Area).

Standard Clause – Temporary removal has been extended to now provide cover for items insured under this clause whilst temporarily removed anywhere in the world excluding North America (previously limited to the European Economic Area).

Standard Clause – Unoccupied buildings has been rewritten to now include what action is required by policyholders in order to ensure cover for unoccupied buildings, including ensuring that all mains services are turned off and all combustible materials are removed from the building, among other requirements.

## Property All Risks – Exclusions

Exclusion – Communicable disease has been added. This excludes any amount for which the insurer would otherwise be liable, arising from a communicable disease or the fear or threat of the same, or the costs to clean-up, monitor or test for the actual, alleged or suspected presence of a communicable disease, or the insured's actual or alleged non-compliance with any advice or guidance issued by a public authority in response to a communicable disease. This is a new restriction of cover.

Exclusion – Fraud has been added which excludes damage caused by any acts of fraud or dishonesty and/or fraudulent, dishonest or deliberate accessing, extraction, distortion, erasure, corruption or misappropriation of information or data contained in any electronic business equipment and computers or other records, programs or software, committed by you or your employees.

Exclusion – Damage caused by specific events has been amended and now excludes the damage caused by the collapse of a boiler (other than one used for domestic purposes) or other vessel, machine, apparatus or pipe work at the premises in which internal pressure is generated by steam only. Also excludes cover for damage caused

by joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam and feed piping in connection therewith, or the over-running, excessive pressure, short-circuiting or self-heating of any dynamo, motor or other portion of the electrical equipment.

Exclusion – Excluded property now excludes damage to electricity, gas, water or telecommunications transmission lines or pipes, other than electricity, gas, water or telecommunications transmission lines or pipes which are your responsibility and are within fifty (50) metres of your premises.

Exclusion – Goods in unattended vehicles has been amended to better clarify how cover applies. Please note that cover for damage to property insured by Standard Clauses – Goods in transit, Portable tools and stock or Portable electronic business equipment will now only apply where all keys have been removed from the vehicle and if outside business hours, then the motor vehicle must be parked in a securely locked compound, locked building or locked garage.

## Property All Risks – Optional Extensions

New Optional Extension clauses for cover for:

Optional Extension – Money belonging to your customers extension has been added providing cover for negotiable and non-negotiable money both on the premises and whilst in transit, not belonging to you but for which you are responsible in the course of your business.

Optional Extension – Subsidence of buildings extension has been added providing cover for damage to buildings for subsidence.

Page	Wording Amendments	Wording Additions	Wording Deletions
112	<b>Property All Risks – Definitions</b>		
112	The definition of <i>Buildings</i> now includes solar panels.		
112		A definition of <i>Consignment</i> has been added.	The definition of <i>Bodily injury</i> has been deleted.
112		A definition of <i>Contents</i> has been added.	The definition of <i>Excess</i> has been deleted.
113	The definition of <i>Electronic business equipment</i> now includes projectors. Laptops has been removed as cover is provided under portable electronic business equipment.		
113	The definition of <i>Portable electronic business equipment</i> now includes portable modems, portable facsimile machines, cameras and video cameras.		The definition of <i>Official</i> has been deleted.
114		A definition of <i>Floating contents</i> has been added.	
114		A definition of <i>Rent</i> has been added.	

Page	Wording Amendments	Wording Additions	Wording Deletions
115	<b>Property All Risks – Cover</b>		
115	Cover Clause – Security has been amended and now contains the full premises security provisions within the wording, unless an alternative version(s) is stated in your schedule. Please refer to Cover Clause – Security under this section of the policy wording and your schedule for full details to ensure compliance.		
117	<b>Property All Risks – Standard Clauses</b>		
117	Standard Clause – Basis of settlement, has been amended and now provides greater detail on the cover for electronic business equipment at 3.1.1. The method through which the amount payable is calculated in respect of damage to stock has also be amended, with greater clarification over the applicable calculation for damaged stock.		
118	Standard Clause – Breakdown of electronic business equipment and computers, has been amended to now clarify that cover attaches provided that the equipment has been installed and is operating in accordance with the manufacturer’s instructions, that breakdown of the equipment is not the subject of a guarantee or warranty, or a maintenance contract, and that such breakdown does not occur during dismantling, erection or installation of the equipment. It is a condition precedent to indemnity that you must effect and keep in force a maintenance contract in respect of all electronic business equipment and computers with the manufacturer of the items or a reputable electronic engineer to service the items at least once every twelve months. Please refer to Standard Clause – Breakdown of electronic business equipment and computers under this section of the policy wording for full details of the cover.		

Page	Wording Amendments	Wording Additions	Wording Deletions
119	Standard Clause – Changing locks, now has an increased limit of GBP2,500 any one claim (previously GBP2,000 any one claim) and now includes cover for the accidental loss of keys.		
120	Standard Clause – Debris removal, now clarifies that there is no cover for temporary boarding up of windows as part of a claim for breakage of glass under this Clause. This cover is instead provided under Standard Clause – Glass.		
121		Standard Clause – Energy performance and sustainable buildings, has been added which extends cover in respect of the additional cost of reinstatement incurred to conform with the recommendation report contained in the current Energy Performance Certificate. Sub-limited to GBP25,000. This is a new cover under this policy and as such the full details should be referred to under Standard Clause – Energy performance and sustainable buildings of this section of the policy wording.	
123	Standard Clause – Fire extinguishment expenses and damage caused by emergency services has cover increased to GBP100,000 for all circumstances.		
124	Standard Clause – Goods in transit, has been extended to now provide cover for items insured under this clause whilst in transit in the world excluding North America. This is an extension of the territorial limits of this cover, which were previously limited to the European Economic Area. This clause has also undergone minor amendment to clarify that pollution and contamination are excluded from this cover.	Standard Clause – Flood resilience, has been added which extends cover in respect of the costs incurred in improving water resilience in the repair or reinstatement of the buildings and the costs incurred in the relocation within the same building of landlords’ fixtures and fittings to an area of less exposure by water arising from flood and storm. Sub-limited to GBP50,000. This is a new cover under this policy and as such the full details should be referred to under Standard Clause – Flood resilience of this section of the policy wording.	

Page	Wording Amendments	Wording Additions	Wording Deletions
125	Standard Clause – Machinery re-erection, has been rewritten to better clarify the cover granted by this clause and now states that cover is granted on the basis that machinery is deemed to be undamaged and in working order prior to being dismantled, re-erected and/or reset and that cover does not extend to damage sustained to the machinery during dismantling, re-erection and/or resetting. Please refer to Standard Clause – Machinery re-erection under this section of the policy wording for full details of the cover provided.		
127	Standard Clause – Portable electronic business equipment, has been extended to now provide cover for items insured under this clause anywhere in the world excluding North America. This is an extension of the territorial limits of this cover, which were previously limited to the European Economic Area.		
128	Standard Clause – Rent, has been rewritten to better clarify what cover is granted by this clause and how such cover applies. Please refer to Standard Clause – Rent under this section of the policy wording for full details.	Standard Clause – Portable tools, has been added and partially replaces previously Standard Clause – Portable tools and stock. Cover under this clause has also been extended to now provide cover for items insured anywhere in the world excluding North America. This is an extension of the territorial limits of this cover, which were previously limited to the European Economic Area.	Standard Clause – Portable tools and stock, has been deleted. This has been replaced by Standard Clause – Portable tools, and Standard Clause – Stock away from premises.
128		Standard Clause – Stock away from premises, has been added and partially replaces previously Standard Clause – Portable tools and stock. Cover under this clause has also been extended to now provide cover for items insured anywhere in the world excluding North America. This is an extension of the territorial limits of this cover, which were previously limited to the European Economic Area.	

Page	Wording Amendments	Wording Additions	Wording Deletions
129	<p>Standard Clause – Temporary removal, has been extended to now provide cover for items insured under this clause whilst temporarily removed anywhere in the world excluding North America. This is an extension of the territorial limits of this cover, which were previously limited to the European Economic Area.</p>		
130	<p>Standard Clause – Unoccupied buildings, has been rewritten to now include what action is required by policyholders in order to ensure cover for unoccupied buildings, including ensuring that all mains services are turned off and all combustible materials are removed from the building, among other requirements. Please refer to Standard Clause – Unoccupied buildings under this section of the policy wording for full details on what action is required by policyholders to ensure coverage is in place for unoccupied buildings.</p>		
<b>131</b>	<b>Property All Risks – Exclusions</b>		
131	<p>Exclusion – Damage caused by specific events, has been amended and now encompasses Exclusions 1 and 2 of the previous policy wording. Exclusion 2 of the previous policy wording has been amended and now excludes the damage caused by the collapse of a boiler, but not a boiler or economiser used for domestic purposes, or other vessel, machine, apparatus or pipe work at the premises in which internal pressure is generated by steam only. Exclusion 3 now also excludes cover for damage caused by joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam and feed piping in connection therewith, or the over-running, excessive pressure, short-circuiting or self-heating of any dynamo, motor or other portion of the electrical equipment.</p>	<p>Exclusion – Communicable disease has been added. This excludes any amount for which the insurer would otherwise be liable, arising from a communicable disease or the fear or threat of the same, or the costs to clean-up, monitor or test for the actual, alleged or suspected presence of a communicable disease, or the insured's actual or alleged non-compliance with any advice or guidance issued by a public authority in response to a communicable disease. This is a new restriction of cover. Please refer to Exclusion – Communicable disease and Definition – 'Communicable disease' under this section of the policy wording for full details of this new exclusion.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
132	<p>Exclusion – Excluded property, now encompasses the previous policy wording Exclusions 4, 5, 7, and 8. This Exclusion 4 ‘Excluded property’ now excludes damage to electricity, gas, water or telecommunications transmission lines or pipes, other than electricity, gas, water or telecommunications transmission lines or pipes which are your responsibility and are within fifty (50) metres of your premises.</p>		
133	<p>Exclusion – Excess, has been amended and now advises that the excess is contained within the policy schedule.</p>	<p>Exclusion – Fraud, has been added which excludes damage caused by any acts of fraud or dishonesty and/or fraudulent, dishonest or deliberate accessing, extraction, distortion, erasure, corruption or misappropriation of information or data contained in any electronic business equipment and computers or other records, programs or software, committed by you or your employees. This is a new exclusion under this section and as such, please refer to Exclusion – Fraud under this section of the policy wording for full details.</p>	
133	<p>Exclusion – Goods in unattended vehicles, has been amended to better clarify how cover applies. Please note that cover for damage to property insured by Standard Clauses ‘Goods in transit’, ‘Portable tools,’ ‘Stock away from premises’ or ‘Portable electronic business equipment’ will now only apply where all keys have been removed from the vehicle and if outside business hours, then the motor vehicle must be parked in a securely locked compound, locked building or locked garage. Please note there are further requirements for cover to apply and Exclusion – Goods in unattended vehicles under this section of the policy wording should be referred to for full details.</p>		

Page	Wording Amendments	Wording Additions	Wording Deletions
135	Property All Risks – Optional Extensions		
135		Optional Extension – Money belonging to your customers extension, has been added. This optional extension provides cover for negotiable and non-negotiable money both on the premises and whilst in transit, not belonging to you but for which you are responsible in the course of your business. Please refer to Optional Extension – Money belonging to your customers extension under this section of the policy wording for full details on this new optional cover.	
135		Optional Extension – Subsidence of buildings extension, has been added. This provides cover for damage to buildings for subsidence. Please refer to Optional Extension – Subsidence of buildings extension under this section of the policy wording, which provides full details of the cover provided, including the limitations of the subsidence cover given.	

## Business Interruption All Risks

### Business Interruption All Risks – Definitions

Definitions have been added for Annual gross revenue, Estimated gross revenue, Gross revenue, Notifiable disease, Standard gross revenue, and Trend adjusted.

### Business Interruption All Risks – Cover

Cover Clause – Gross Profit/Estimated Gross Profit, Increased Cost of Working, Additional Increased Cost of Working, Rent Receivable and Outstanding Debit Balances have been deleted and relocated under Standard Clauses.

### Business Interruption All Risks – Standard Clauses

Standard Clause – Alternative Trading, Payments On Account, Professional Accountants, Uninsured Standing Charges, Delayed Loss, First Year of Trading, Subrogation Waiver and Declaration Linked have been deleted and moved to Standard Cover Extensions.



Standard Clause – Gross revenue/estimated gross revenue has been added. This provides cover for the amount by which gross revenue during the indemnity period will, in consequence of the damage, fall short of the standard gross revenue.

### Business Interruption All Risks – Standard Cover Extensions

Standard Cover Extension – Closure has been deleted, but replaced by Standard Cover Extension – Notifiable disease, murder or suicide, food or drink poisoning sub-limited to GBP100,000 with 48 hour excess.

### Business Interruption All Risks – Exclusions

Exclusion – Communicable disease has been added. This excludes any amount for which the insurer would otherwise be liable, arising from a communicable disease or the fear or threat of the same, or the costs to clean-up, monitor or test for the actual, alleged or suspected presence of a communicable disease, or the insured's actual or alleged non-compliance with any advice or guidance issued by a public authority in response to a communicable disease.

Page	Wording Amendments	Wording Additions	Wording Deletions
<b>137</b>	<b>Business Interruption All Risks – Definitions</b>		
137		A definition of <i>Annual gross revenue</i> has been added.	
137		A definition of <i>Estimated gross revenue</i> has been added.	
137		A definition of <i>Gross revenue</i> has been added.	
138		A definition of <i>Notifiable disease</i> has been added.	
139	The definition of <i>Standard rent receivable</i> is now trend adjusted.	A definition of <i>Standard gross revenue</i> has been added.	
139	The definition of <i>Standard turnover</i> is now trend adjusted.	A definition of <i>Trend adjusted</i> has been added.	
<b>140</b>	<b>Business Interruption All Risks – Cover</b>		
140			Cover Clause – Gross Profit/Estimated Gross Profit has been deleted and relocated under Standard Clauses.
140			Cover Clause – Increased Cost of Working has been deleted and relocated under Standard Clauses.

Page	Wording Amendments	Wording Additions	Wording Deletions
140			Cover Clause – Additional Increased Cost of Working has been deleted and relocated under Standard Clauses.
140			Cover Clause – Rent Receivable has been deleted and relocated under Standard Clauses.
140			Cover Clause – Outstanding Debit Balances has been deleted and relocated under Standard Clauses.
<b>141</b>	<b>Business Interruption All Risks – Standard Clauses</b>		
141		Standard Clause – Additional increased cost of working has been added, this was previously under Cover Clause 6.	Standard Clause – Alternative Trading has been deleted and moved to Standard Cover Extensions.
141		Standard Clause – Gross profit/estimated gross profit has been added, this was previously under Cover Clause 4.	Standard Clause – Payments On Account has been deleted and moved to Standard Cover Extensions.
141		Standard Clause – Gross revenue/estimated gross revenue has been added. This provides cover for the amount by which gross revenue during the indemnity period will, in consequence of the damage, fall short of the standard gross revenue. Please refer to Standard Clause – Gross revenue/estimated gross revenue under this section of the policy wording for full details of the cover provided.	Standard Clause – Professional Accountants has been deleted and moved to Standard Cover Extensions.
142		Standard Clause – Increased cost of working has been added, this was previously under Cover Clause 5.	Standard Clause – Uninsured Standing Charges has been deleted and moved to Standard Cover Extensions.
142		Standard Clause – Outstanding debit balances has been added, this was previously under Cover Clause 8.	Standard Clause – Delayed Loss has been deleted and moved to Standard Cover Extensions.
142		Standard Clause – Rent receivable has been added, this was previously under Cover Clause 7.	Standard Clause – First Year of Trading has been deleted and moved to Standard Cover Extensions.
142			Standard Clause – Subrogation Waiver has been deleted and moved to Standard Cover Extensions.

Page	Wording Amendments	Wording Additions	Wording Deletions
142			Standard Clause – Declaration Linked has been deleted and moved to Standard Cover Extensions.
<b>143</b>	<b>Business Interruption All Risks – Standard Cover Extensions</b>		
143		Standard Cover Extension – Alternative trading has been added (previously Standard Clause 1).	Standard Cover Extension – Closure has been deleted, but replaced by Standard Cover Extension – Notifiable disease, murder or suicide, food or drink poisoning.
143		Standard Cover Extension – Declaration linked has been added (previously Standard Clause 8). This Extension now makes reference to gross revenue and estimated gross revenue.	
144		Standard Cover Extension – Delayed loss has been added (previously Standard Clause 5).	
144		Standard Cover Extension – First year of trading has been added (previously Standard Clause 6).	
145		Standard Cover Extension – Notifiable disease, murder or suicide, food or drink poisoning has been added. This provides cover for loss resulting from interruption or interference with the business in consequence of any of the events listed within this Standard Cover Extension. Please refer to Standard Cover Extension – Notifiable disease, murder or suicide, food or drink poisoning under this section of the policy wording for full details of the cover provided.	
145		Standard Cover Extension – Payments on account has been added (previously Standard Clause 2).	
145		Standard Cover Extension – Professional accountants has been added (previously Standard Clause 3).	
146		Standard Cover Extension – Subrogation waiver has been added (previously Standard Clause 7).	

Page	Wording Amendments	Wording Additions	Wording Deletions
147		Standard Cover Extension – Uninsured standing charges has been added (previously Standard Clause 4).	
<b>148</b>	<b>Business Interruption All Risks – Exclusions</b>		
148	Exclusion – Other Exclusions has been renamed Exclusion – Property All Risks section exclusions.	Exclusion – Communicable disease has been added. This excludes any amount for which the insurer would otherwise be liable, arising from a communicable disease or the fear or threat of the same, or the costs to clean-up, monitor or test for the actual, alleged or suspected presence of a communicable disease, or the insured’s actual or alleged non-compliance with any advice or guidance issued by a public authority in response to a communicable disease. Please refer to Exclusion – Communicable disease under this section of the policy wording for full details of this new restriction of cover.	

## Contract Works

### Contract Works – Definitions

Definition – Limit of liability now clarifies that the limit of liability stated in the schedule shall be our maximum liability under any one category of property insured in respect of any one event, regardless of the number of persons claiming.

Definition – Reinstatement now comprises of a definition applicable to Contract works and Personal effects and tools, and to Temporary buildings, plant and other property, respectively.

Definition – Non-ferrous metals has been added.

### Contract Works – Cover

No changes.

## Contract Works – Standard Clauses

No changes.

## Contract Works – Exclusions

Exclusion – Communicable disease, has been added. This excludes any amount for which the insurer would otherwise be liable, arising from a communicable disease or the fear or threat of the same, or the costs to clean-up, monitor or test for the actual, alleged or suspected presence of a communicable disease, or the insured's actual or alleged non-compliance with any advice or guidance issued by a public authority in response to a communicable disease. This is a new restriction of cover.

Exclusion – Unattended property, now incorporates restrictions on cover for unattended personal effects and tools away from the contract site, and also now excludes property which is recoverable under any other insurance or in any other way.

Increased Hired In Plant excess of “48 hours of hiring charges” no longer applies.

Page	Wording Amendments	Wording Additions	Wording Deletions
149	<b>Contract Works – Definitions</b>		
149		A definition of <b>Contract works</b> has been added (previously included within the Definition – Property insured) which no longer includes a GBP10,000 sub limit for <b>Non-ferrous metals</b> .	The definition of <b>Excess</b> has been deleted.
149		A definition of <b>Hired-in Plant and equipment</b> has been added (previously included within the Definition – Property insured).	
150	The definition of <b>Limit of liability</b> now clarifies that the limit of liability stated in the schedule shall be our maximum liability under any one category of property insured in respect of any one event, regardless of the number of persons claiming.	A definition of <b>Non-ferrous metals</b> has been added.	
150	The definition <b>Reinstatement</b> now comprises of a definition applicable to Contract works and Personal effects and tools, and to Temporary buildings, plant and other property, respectively.	A definition of <b>Personal effects and tools</b> has been added (previously included within the Definition – Property insured).	
151		A definition of <b>Temporary buildings, plant and other property</b> has been added (previously included under the Definition – Property insured).	

Page	Wording Amendments	Wording Additions	Wording Deletions
152	<b>Contract Works – Cover</b>		
152	No changes.		
153	<b>Contract Works – Standard Clauses</b>		
15			Standard Clause – Personal effects and tools away from site, has been deleted.
158	<b>Contract Works – Exclusions</b>		
158		Exclusion – Communicable disease, has been added. This excludes any amount for which the insurer would otherwise be liable, arising from a communicable disease or the fear or threat of the same, or the costs to clean-up, monitor or test for the actual, alleged or suspected presence of a communicable disease, or the insured's actual or alleged non-compliance with any advice or guidance issued by a public authority in response to a communicable disease. This is a new restriction of cover.	
159		Exclusion – Excess has been added, which states that we will not pay the excess stated in the schedule.	
160	Exclusion – Unattended property, now stipulates restrictions on cover for unattended personal effects and tools away from the contract site, and also now excludes property which is recoverable under any other insurance or in any other way. Please refer to Exclusion – Unattended property under this section of the policy wording for full details on this.		

## Fidelity Guarantee

No changes to cover.

Page	Wording Amendments	Wording Additions	Wording Deletions
162	<b>Fidelity Guarantee – Definitions</b>		
162	No changes.		
163	<b>Fidelity Guarantee – Cover</b>		
163	Cover Clause – 1 has been renamed Cover Clause – Loss of money or goods. The content of Cover Clause 1 has now been divided amongst Cover Clause – Loss of money or goods, Cover Clause Auditors fees, and Cover Clause – Costs of rectifying systems, the content of these remains unchanged.		
163	<b>Fidelity Guarantee – Standard Clauses</b>		
163			Standard Clause – Theft, has been deleted. The content of this clause is now contained within Section – Other terms to Fidelity Guarantee Section.
164	<b>Fidelity Guarantee – Exclusions and Limitations</b>		
164	No changes.		
164	<b>Fidelity Guarantee – Other terms to Fidelity Guarantee Section</b>		
164		Other terms to Fidelity Guarantee Section – Discovery, has been added. (Previously under Standard Clause 1.1)	
164		Other terms to Fidelity Guarantee Section – Employee monies, has been added. (Previously under Standard Clause 1.2)	
164		Other terms to Fidelity Guarantee Section – Recoveries, has been added. (Previously under Standard Clause 1.3)	
165	<b>Fidelity Guarantee – Conditions Precedent to Fidelity Guarantee Section</b>		
165	No changes.		

## Terrorism

No changes to cover.

Page	Wording Amendments	Wording Additions	Wording Deletions
167	<b>Terrorism – Definitions</b>		
167		A definition of <i>Occurrence</i> has been added (previously under Section – General Definitions.)	
167		A definition of <i>Specified losses</i> has been added (previously under Section – General Definitions.)	
168	<b>Terrorism – Cover</b>		
168	No changes.		
169	<b>Terrorism – Standard Clauses</b>		
169	No changes.		
170	<b>Terrorism – Exclusions</b>		
170	No changes.		

## Personal Accident

New section of cover.

Page	Wording Amendments	Wording Additions	Wording Deletions
172-180	<b>Personal Accident</b>		

## Exclusions to Property All Risks, Business Interruption All Risks, Contract Works, and Terrorism

E-Commerce extended to include gross revenue and additional increased cost of working and/or additional increased cost of working in addition to loss of gross profit.



Page	Wording Amendments	Wording Additions	Wording Deletions
181	Exclusions only applicable to Property All Risks, Business Interruption All Risks, Contract Works and Terrorism Sections		
181	<p>Exclusion 3 has been renamed Exclusion – E-commerce and now includes reference to loss of <i>gross revenue</i> and/or <i>increased cost of working</i> and/or <i>additional increased cost of working</i> in addition to loss of <i>gross profit</i>. In addition, this exclusion now encompasses previous Exclusions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.</p>		

## Claims Conditions

Claims Condition – Notification of claims has been renamed Claims Condition – Claim notification and notification timescales and requirements simplified and clarified. This condition now explicitly references all instances which must be reported to SSR immediately or within three working days of receipt. The specific actions required in the event of a claim arising under specific sections of cover are also highlighted. Some of the mandatory timescales for the notification of claims have changed. Please ensure you read Claims Condition 1 – Claims notification, in full, as per this section of the policy wording. This condition is a precedent to us providing an indemnity under this policy.

Claims Condition – Claims procedure, has been redrafted to provide greater information on what will happen in the event of you notifying a claim, and what action is required of you. Please refer to Claims Condition 2 – Claims procedure, under this section of the policy wording for full details.

Claims Condition – Dispute Resolution has been added. This condition applies to Sections – Professional Indemnity; Property All Risks; Business Interruption All Risks; Contract Works; Terrorism; and Fidelity Guarantee. This condition sets out the method of dispute resolution that will be adopted in the event of a dispute arising between you, any other insured party and us, arising out of in or connection with the construction or formation of this policy.

Claims Condition – Dispute under the Housing Grant, Construction and Regeneration Act 1996 has been deleted. This has been replaced by additional clauses relating to the Local Democracy, Economic Development and Contracts Act 2009 with Claims Conditions – Claims procedure; and Claims notification.

Claims Condition – Contribution, has been amended to clarify that if at the time of any claim under this policy there is any other insurance covering the same risk, our policy cover will operate in excess of any other valid insurance policy in force, other than Sections – Property All Risks; Business Interruption All Risks; and Contract Works; where we shall only be liable for our rateable portion.

Claims Condition – Arbitration has been deleted and replaced by Claims Condition – Dispute resolution.

Claims Condition – Our rights, has been amended to now state that claims will be handled and administrated by us as we determine, that we are under no obligation to handle or investigate any claim or incident which may result in a claim, and that we will be at liberty in all cases to leave the conduct of any such proceedings wholly to you. We may also pay the limit of indemnity or a lesser sum for which the claim can be settled, before relinquishing the conduct and control of the claim. We may also at any time apply to you for reimbursement for payments made under the Cover Clause or extensions thereto which do not exceed the excess.

Claims Condition – Related coverage contribution has been moved from Section – General Conditions, to Section – Claims Conditions. The content of this Condition remains unchanged.

Claims Condition – Subrogation clarifies that you and any other insured party must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim. This Condition also now states that you or any other insured party must, at our request and expense, undertake any acts as may be required in order to enforce any rights and/or remedies, regardless as to whether we have indemnified you.

Page	Wording Amendments	Wording Additions	Wording Deletions
<b>182</b>	<b>Claims Conditions</b>		
182	<p>Claims Condition – Notification of claims has been renamed Claims Condition – Claim notification. Please note that this Claims Condition has undergone significant redrafting. This condition now explicitly references all instances which must be reported to SSR immediately or within three working days of receipt. The specific actions required in the event of a claim arising under specific sections of cover are also highlighted. Some of the mandatory timescales for the notification of claims have changed. Please ensure you read Claims Condition 1 – Claims notification, in full, as per this section of the policy wording. This condition is a precedent to us providing an indemnity under this policy.</p>		<p>Claims Condition – Writ, summons, etc. has been deleted.</p>
183	<p>Claims Condition – Claims procedure, has been redrafted to provide greater information on what will happen in the event of you notifying a claim, and what action is required of you. Please refer to Claims Condition 2 – Claims procedure, under this section of the policy wording for full details.</p>		<p>Claims Condition – Dispute under the Housing Grant, Construction and Regeneration Act 1996 has been deleted. This has been replaced by additional clauses relating to the Local Democracy, Economic Development and Contracts Act 2009 with Claims Conditions – Claims procedure; and Claims notification.</p>

Notice of Change for policyholders of SSR Electrical, Ventilation, Air Conditioning & Refrigeration Insurance

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186	Claims Condition – Contribution, has been amended. The previous content of this Condition now applies to Sections – Property All Risks; Business Interruption All Risks; and Contract Works. A new paragraph has been added which states how contribution will apply to all other insured sections.	Claims Condition – Dispute Resolution has been added. This condition applies to Sections – Professional Indemnity; Property All Risks; Business Interruption All Risks; Contract Works; Terrorism; and Fidelity Guarantee. This condition sets out the method of dispute resolution that will be adopted in the event of a dispute arising between you, any other insured party and us, arising out of in or connection with the construction or formation of this policy. Please refer to Claims Condition 4 under this section of the policy wording for full details.	Claims Condition – Arbitration, has been deleted and replaced by Claims Condition – Dispute resolution.
187	Claims Condition – Our rights, has been amended to now state that claims will be handled and administrated by us or such parties as we in our absolute discretion may determine. In addition, this Condition now clarifies that we are under no obligation to handle or investigate any claim or incident which may result in a claim, and that we will be at liberty in all cases to leave the conduct of any such proceedings wholly to you. We may also pay the limit of indemnity or a lesser sum for which the claim can be settled, before relinquishing the conduct and control of the claim. We may also at any time apply to you for reimbursement for payments made under the Cover Clause or extensions thereto which do not exceed the excess. Please ensure you read Claims Condition 6 – Our rights, under this section of the policy wording for full details.		
188	Claims Condition – Related coverage contribution has been moved from Section – General Conditions, to Section – Claims Conditions. The content of this Condition remains unchanged.		

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Page	Wording Amendments	Wording Additions	Wording Deletions
189	<p>Claims Condition – Subrogation, has been rewritten and now explicitly states that you and any other insured party must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim. This Condition also now states that you or any other insured party must, at our request and expense, undertake any acts as may be required in order to enforce any rights and/or remedies, regardless as to whether we have indemnified you.</p>		

## General Terms and Conditions applicable to the whole policy

General Terms and Conditions – Assignment has been added. This states that assignment of interest under this policy will not bind the insurer unless and until the insurer's prior written and continuing consent is endorsed hereon.

General Terms and Conditions – Average now includes reference to loss of income covered by this policy.

General Terms and Conditions – Authorisation has been added and states that the insured as named in the schedule shall act on behalf of all insured's under this policy in respect of notifying all claims and losses in addition to incidents that may give rise to a claim or loss, the payment of premiums and the acceptance of endorsements attaching to and forming part of this policy.

General Condition – Premium Adjustment Clause has been renamed General Terms and Conditions – Declaration Adjustment and clarifies adjustment is only applicable to those sections which are shown as 'Section subject to declaration adjustment' on the policy schedule and a maximum return premium of 50% is available under Section – Business Interruption All Risks, subject to minimum premiums.

General Terms and Conditions – Compliance with policy terms has been added and stipulates that all insured parties must comply with every applicable provision of the policy and sets out what remedies are available to insurers in the event of non-compliance.

General Terms and Conditions – Dispute defence or appeal, has been added and sets out what will happen in the event of a dispute arising between you and us as to whether a prosecution should be defended or an appeal made and such dispute will be referred to a Queen's Counsel to be mutually agreed between the parties whose decision will be final.

General Terms and Conditions – Inspection and audit, has been added. This states that we will be permitted but not obligated to inspect your property and operations at any time given reasonable notice. Please note that our right to make inspections or any report following such an inspection shall not constitute any determination that such property or operations are safe.

General Terms and Conditions – Law clause has been amended and now states that unless agreed otherwise, the law of that part of the United Kingdom where the head office of the insured is located, shall be the law that applies to this contract.

General Terms and Conditions – Minimisation of risk has been added and partially replaces previous General Condition – Reasonable precautions and states that you must undertake all reasonable steps at your own expense to prevent an insured event from arising or continuing and that, upon the happening of an insured event, you shall act as a prudent uninsured and take all reasonable measures to avoid or minimise any claims which may arise from that insured event.

Page	Wording Amendments	Wording Additions	Wording Deletions
190	<b>General Terms and Conditions</b>		
190	Section – General Conditions has been renamed as Section – General Terms and Conditions applicable to the whole policy.	General Terms and Conditions – Assignment, has been added. This states that assignment of interest under this policy will not bind the insurer unless and until the insurer’s prior written and continuing consent is endorsed hereon.	
190	General Terms and Conditions – Average, now includes reference to loss of income covered by this policy.	General Terms and Conditions – Authorisation, has been added. This states that the insured as named in the schedule shall act on behalf of all insured’s under this policy in respect of notifying all claims and losses in addition to incidents that may give rise to a claim or loss, the payment of premiums and the acceptance of endorsements attaching to and forming part of this policy.	
190		General Terms and Conditions – Compliance with policy terms, has been added. This Condition stipulates that all insured parties must comply with every applicable provision of the policy and sets out what remedies are available to insurers in the event of non-compliance. Please refer to General Terms and Conditions – Compliance with policy terms, for full details.	General Condition – Observance, has been deleted and replaced by General Terms and Conditions – Compliance with policy terms.
191	General Condition – Premium Adjustment Clause has been renamed General Terms and Conditions – Declaration Adjustment. This Condition now clarifies that this Condition is only applicable to those sections which are shown as ‘Section subject to declaration adjustment’ on the policy schedule. In addition, it is now advised that a maximum return premium of 50% is available under Section – Business Interruption All Risks, subject to minimum premiums.		

192		General Terms and Conditions – Dispute defence or appeal, has been added. This Condition sets out what will happen in the event of a dispute arising between you and us as to whether a prosecution should be defended or an appeal made and such dispute will be referred to a Queen’s Counsel to be mutually agreed between the parties whose decision will be final. Please refer to General Terms and Conditions – Dispute defence or appeal under this section of the policy wording for full details.	
194	General Terms and Conditions – Law clause, has been amended and now states that unless agreed otherwise, the law of that part of the United Kingdom where the head office of the insured is located, shall be the law that applies to this contract.	General Terms and Conditions – Inspection and audit, has been added. This states that we will be permitted but not obligated to inspect your property and operations at any time given reasonable notice. Please note that our right to make inspections or any report following such an inspection shall not constitute any determination that such property or operations are safe.	
195		General Terms and Conditions – Minimisation of risk, has been added. This partially replaces previous General Condition – Reasonable precautions, and states that you must undertake all reasonable steps at your own expense to prevent an insured event from arising or continuing and that, upon the happening of an insured event, you shall act as a prudent uninsured and take all reasonable measures to avoid or minimise any claims which may arise from that insured event.	General Condition – Reasonable precautions, has been deleted and partially replaced by General Terms and Conditions – Minimisation of risk.

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