

# Per Capita Pest Control 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 amended to highlight that both Professional Indemnity and Directors' and Officers' Liability sections are covered on a 'Claims Made Basis.'		

## General Definitions

The definition of Employee applicable under sections Professional Indemnity, Legal Expenses and Contract Works have each been amended in a manner that widens the definition applicable to those individual sections.

The definition of Event has been redrafted to clarify the limits of the duration and extent of any single event and how the period of loss will be calculated.

New definitions for Act of terrorism, Communicable disease, Computer systems, Data, Hacking, Legal costs, Locked compound, Nuclear installation, Nuclear reactor, Other insured party, Panel firm, Phishing, Policy, Public authority, Safety critical, Schedule, Specified perils, and Territorial limits, have been added.

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

Page	Wording Amendments	Wording Additions	Wording Deletions
6	General Definitions		
6		A definition of <i>Act of terrorism</i> has been added.	The definition of <i>Business hours</i> has been deleted and relocated under Section – Property All Risks.

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Page	Wording Amendments	Wording Additions	Wording Deletions
7	The definition of <b>Claim</b> now includes a definition that applies solely to Section – Directors’ and Officers’ Liability.		The definition of <b>Clean room</b> has been deleted.
8		A definition of <b>Communicable disease</b> has been added.	
9	The definition of <b>Defence costs</b> now includes a definition that applies solely to Section – Directors’ and Officers’ Liability.	A definition of <b>Computer systems</b> has been added.	
9		A definition of <b>Data</b> has been added.	
10	The definition of <b>Employee</b> applicable under sections Professional Indemnity, Legal Expenses and Contract Works have each been amended in a manner that widens the definition applicable to those individual sections. The definition of <b>Employee</b> now includes a definition for new section of cover Fidelity Guarantee.		
11	The definition of <b>Event</b> has been redrafted to clarify the limits of the duration and extent of any single event and how the period of loss will be calculated.		
12	The definition of <b>Insured person</b> now includes a definition that applies solely to Section – Directors’ and Officers’ Liability.	A definition of <b>Hacking</b> has been added.	
13		A definition of <b>Legal costs</b> has been added.	
13		A definition of <b>Locked compound</b> has been added.	
13		A definition of <b>Nuclear installation</b> has been added.	The definition of <b>Nuclear hazards</b> has been deleted.
14	The definition of <b>Offshore</b> has been shortened to clarify what is meant by the term.	A definition of <b>Nuclear reactor</b> has been added.	The definition of <b>Permanent total disablement</b> has been deleted and relocated under Section – Property All Risks.
14		A definition of <b>Other insured party</b> has been added.	
14		A definition of <b>Panel firm</b> has been added.	
15		A definition of <b>Phishing</b> has been added.	

Page	Wording Amendments	Wording Additions	Wording Deletions
15		A definition of <i>Policy</i> has been added.	
15		A definition of <i>Public authority</i> has been added.	
15		A definition of <i>Safety critical</i> has been added.	
16		A definition of <i>Schedule</i> has been added.	
16		A definition of <i>Specified perils</i> has been added.	
16		A definition of <i>Territorial limits</i> has been added.	
17	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 and now references <i>Computer systems</i> and <i>Data</i> .		
18	The definition of <i>You/Your/The Insured</i> has been amended to specify which definition applies to all sections besides LE and D&O; PI; LE; and D&O respectively.		

## Employers’ Liability

### Employers’ liability – Standard Clauses

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

Cover Clause – Defence costs now includes a sub-limit of GBP500,000 in respect of legal costs where a non-panel firm is appointed.

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

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

Standard Clause – Statutory defence costs, now applies a sub-limit of GBP500,000 in respect of legal costs where a non-panel firm is used.

## 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 – 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

- This exclusion no longer excludes work involving the use of ropes, slings or cradles (work at height where the drop exceeds sixteen (16) metres remains excluded).
- 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.

Exclusion – North America jurisdiction has been amended to specifically exclude parties incorporated/domiciled or resident in North America, any sum in excess of the limit of indemnity, and for punitive, multiple or exemplary damages.

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
20	<b>Employers' Liability – Definitions</b>		
20	No changes.		
21	<b>Employers' Liability – Cover</b>		
21	Cover Clause 1 has been amended to include temporary clerical work in North America.		
21	Cover Clause – Defence costs, now includes a sub-limit where a non-panel firm is used and there is now a requirement to obtain our prior written consent before incurring defence costs.		
22	<b>Employers' Liability – Standard Clauses</b>		
22	Standard Clause – Contractual liability, has been shortened (previous exclusions now included separately).		

Page	Wording Amendments	Wording Additions	Wording Deletions
22	Standard Clause – Data protection, now excludes cover for any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any <i>computer systems</i> or <i>data</i> .		
23	Standard Clause – Indemnity to other parties, has been simplified 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, now applies a sub-limit of GBP500,000 in respect of legal costs where a non-panel firm is used.		
<b>27</b>	<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.	
27	Exclusion – Hazardous activities, has been amended and no longer references work involving the use of ropes, slings or cradles. This exclusion also now states that it shall not apply to work at perimeter fences and boundaries at the excluded establishments or in non-safety critical locations at such establishments, including nuclear sites. Please refer to Exclusion – Hazardous activities, under this section of the policy wording for full details.	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.	



Page	Wording Amendments	Wording Additions	Wording Deletions
28	Exclusion – North American jurisdiction, has been amended to specifically exclude parties incorporated/domiciled or resident in North America, any sum in excess of the limit of indemnity, and for punitive, multiple or exemplary damages.	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.	
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, under this section of the policy wording for full details.	

## Public and Products Liability (including Inefficacy)

### Public and Products Liability – Definitions

Definitions for Firearms, shotguns and/or air guns, Pollutant, Pollution and Server rooms and data centres have been added.

Definitions for Mainframe computer suite and Territorial limits have been removed.

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 clarified and now sub-limits legal costs where a non-panel firm is appointed to GBP500,000. A requirement to obtain our prior written and continuing consent prior to incurring defence costs has been added, and the clause now also explains what portion of defence costs we will pay in the event that the limit of indemnity is exhausted when disposing of a claim.

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 – Data protection, 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 now sub-limits legal costs to GBP500,000 where a non-panel firm are appointed.

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 – Local Democracy, Economic Development and Construction Act 2009, has been amended and the conditions precedent to liability previously included under this clause have been relocated to Section – Claims Conditions.

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

Standard Clause – 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 – Statutory defence costs, has been amended to sub-limit legal costs where a non-panel firm is used to GBP500,000. Reference to manslaughter, corporate manslaughter, and corporate homicide has been removed from this clause, as this is now covered under Standard Clause – Manslaughter defence costs.

### **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 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 – Crop spraying, has been added which excludes cover for liability arising out of the application of crop spraying by you, your agent or your contractor.

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

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

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.

Exclusion – Soil treatment, has been added, which excludes liability arising out of the treatment of soil by you, your agent or your contractor.

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 – Sub-contractors insurance check, has been deleted and relocated under Conditions Precedent to Liability under this Section of the policy wording.

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.

Exclusion – Use of Heat, now clarifies that it does not apply to soldering irons or heat guns.

## 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).
- North America (products) extension has been added, which extends the Territorial limits of this section to include North America, subject to the exclusions detailed within this clause.
- Products and workmanship providing cover for rectifying defective work or defective products where such work has caused injury or damage to third party property.
- Temporary removal of customers’ property for cleaning or treatment, has been added. This extends cover for your liability for damage caused to customers’ property whilst temporarily removed from customers’ premises and whilst in transit and in your custody, possession or control.
- Use of heat extension, has been added. This Extension provides cover for the use of heat applied via methods specified within Extension – Use of heat, on the basis that you comply with the condition precedent to liability contained within Extension – Use of heat.

Page	Wording Amendments	Wording Additions	Wording Deletions
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30	<b>Public and Products (including Inefficacy) Liability – Definitions</b>		
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30		A definition of <i>Firearms, shotguns and/or air guns</i> has been added.	
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Page	Wording Amendments	Wording Additions	Wording Deletions
31	The definition of <b>Liability</b> 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.		
32	The definition of <b>Products</b> now includes reference to any advice, design, plans, specifications, formulae, surveys, instructions or directions relating to products.	A definition of <b>Pollutant</b> has been added.	
32		A definition of <b>Pollution</b> has been added.	The definition of <b>Mainframe computer suite</b> has been deleted.
32		A definition of <b>Server rooms and data centres</b> has been added.	The definition of <b>Territorial limits</b> has been deleted and relocated under Section – General Definitions.
<b>33</b>	<b>Public and Products (including Inefficacy) Liability – Cover</b>		
33	Cover Clause – Defence costs, has been clarified and now sub-limits legal costs where a non-panel firm is appointed to GBP500,000. A requirement to obtain our prior written and continuing consent prior to incurring defence costs has been added, and the clause now also explains what portion of defence costs we will pay in the event that the limit of indemnity is exhausted when disposing of a claim.		
<b>34</b>	<b>Public and Products (including Inefficacy) Liability – Standard Clauses</b>		
34	Standard Clause – Asbestos accidental discovery, now refers to <b>Bodily injury</b> .		
35	Standard Clause – Criminal acts, now requires that the criminal acts covered by this clause were not condoned, sanctioned, or agreed by you, or that you had any knowledge of or consented to such acts.		

## Notice of Change for policyholders of SSR Per Capita Pest Control Insurance

Page	Wording Amendments	Wording Additions	Wording Deletions
36	Standard Clause – Data protection, now excludes cover for any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any <b>Computer systems</b> or <b>Data</b> .		
37	Standard Clause – Environmental statutory liability, now sub-limits legal costs to GBP500,000 where a non-panel firm are appointed.		
38	Standard Clause – Indemnity to other parties has been significantly shortened as it now references the definition of <b>Other insured party</b> .		
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.		
38	Standard Clause – Failure to perform (inefficacy) has been renamed as Standard Clause – Inefficacy (failure to perform), the content of this clause remains unchanged.		
38	Standard Clause – Leased premises, no longer includes an excess of GBP100.		
39	Standard Clause – Local Democracy, Economic Development and Construction Act 2009, has been amended and the conditions precedent to liability previously included under this clause have been relocated to Section – Claims Conditions.	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.		
41		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.	

Page	Wording Amendments	Wording Additions	Wording Deletions
42	Standard Clause – Statutory defence costs, has been amended to sub-limit legal costs where a non-panel firm is used to GBP500,000. Reference to manslaughter, corporate manslaughter, and corporate homicide has been removed from this clause, as this is now covered under Standard Clause – Manslaughter defence costs.		
44	<b>Public and Products (including Inefficacy) Liability – Conditions Precedent to Liability – NEW SECTION</b>		
44		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.	
44		Condition Precedent to Liability – Sub-contractors insurance check, has been added. This states that it is 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. This Condition also requires sub-contractors to hold Inefficacy Liability Insurance where the whole of a security and/or fire service or a complete security and/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.	

Page	Wording Amendments	Wording Additions	Wording Deletions
45	<b>Public and Products (including Inefficacy) Liability – Exclusions</b>		
45	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 – Crop spraying, has been added which excludes cover for liability arising out of the application of crop spraying by you, your agent or your contractor.	
46	Exclusion – Employees working outside the United Kingdom no longer includes reference to “where the employee is resident within the United Kingdom.”		
46	Exclusion – Excess, now states that all applicable excesses are shown on the policy schedule.		
46	Exclusion – Use of firearms or shotguns has been renamed as Exclusion – Firearms, shotguns and/ or air guns, which reflects the new Definition – Firearms, shotguns and/or airguns..		
46	Exclusion – Hazardous activities, has been amended and no longer references work involving the use of ropes, slings or cradles. This exclusion also now states that it shall not apply to work at perimeter fences and boundaries at the excluded establishments or in non safety critical locations at such establishments, including nuclear sites. Please refer to Exclusion – Hazardous activities, under this section of the policy wording for full details.		
47	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.		

Page	Wording Amendments	Wording Additions	Wording Deletions
49		Exclusion – Soil treatment, has been added, which excludes liability arising out of the treatment of soil by you, your agent or your contractor.	
49		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.	Exclusion – Sub-contractors insurance check, has been deleted and relocated under Conditions Precedent to Liability under this Section of the policy wording.
49		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.	
50	Exclusion – Use of Heat, now clarifies that it does not apply to soldering irons or heat guns. The ‘Reasonable Precautions’ are also no longer included under this Exclusion, but under Optional Endorsement – Use of heat.		
<b>51</b>	<b>Public and Products (including Inefficacy) Liability – Optional Extensions</b>		
51		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.	



Page	Wording Amendments	Wording Additions	Wording Deletions
52		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.	
56		Optional Extension – North America (products) extension has been added, which extends the Territorial limits of this section to include North America, subject to the exclusions detailed within this clause. Please refer to Optional Extension 8 under this section of the policy wording for full details of the cover afforded by this extension.	
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 Extension 9 under this section of the policy wording for full details of the cover and all applicable limitations of the same.	
57	Optional Extension – Use of firearms or shotguns, has been renamed Optional Extension – Use of firearms, shotguns and/or air guns, to reflect the new Definition – Firearms, shotguns and/or air guns. Cover under this Optional Extension remains unchanged.	Optional Extension – Temporary removal of customers’ property for cleaning or treatment, has been added. This extends cover for your liability for damage caused to customers’ property whilst temporarily removed from customers’ premises and whilst in transit and in your custody, possession or control. Please refer to Optional Extension 9 under this section of the policy wording for full details of the cover available.	

Page	Wording Amendments	Wording Additions	Wording Deletions
57		Optional Extension – Use of heat extension, has been added. This Extension provides cover for the use of heat applied via methods specified within Extension 10, on the basis that you comply with the condition precedent to liability contained within Extension 10. Please refer to Extension 10 under this section of the policy wording for full details on the cover provided.	

## 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: Section – Costs and Expenses, and Section – Professional Indemnity 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: Section – Costs and Expenses, and Section – Professional Indemnity 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 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

remediating 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 contamination substances.
- Specifications and estimates – 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.
- 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.

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.

### 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
61	<b>Professional Indemnity – Definitions</b>		
61	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
61	<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.</p> <p>The exclusion of supervision of you or your sub-contractors work in your capacity as Building or Engineering Contractor has been removed.</p>	<p>A definition of <i>Pollutant</i> has been added which clarifies what is meant by this term under this section of cover.</p>	<p>The definition of <i>Excess</i> has been deleted.</p>
61		<p>A definition of <i>Pollution</i> has been added which clarifies what this term means under this section of cover, along with what costs fall within this definition.</p>	
63	<b>Professional Indemnity – Cover</b>		
63	<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
64	<b>Professional Indemnity – Costs and Expenses – NEW SECTION</b> (Section – Costs and Expenses; and Section – Professional Indemnity Extensions, together replace previous Section – Standard Clauses)		
64		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.	
64		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.	
64		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
65		<p>Costs and Expenses – Defence costs for criminal proceedings, clause 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>	
66	<p><b>Professional Indemnity – Extensions – NEW SECTION</b>  <b>(Section – Costs and Expenses; and Section – Professional Indemnity Extensions, together replace previous Section – Standard Clauses)</b></p>		
66		<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>	
66	<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>	<p>Cyber liability extension clause &amp; Protection of computer systems condition removed (previously sub-limited to £100,000 where included in your PI policy).</p>



Notice of Change for policyholders of SSR Per Capita Pest Control Insurance

Page	Wording Amendments	Wording Additions	Wording Deletions
67	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,’ removed (where 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.
67	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.		
68		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.	
68		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, under this section of the policy wording for full details.	

Page	Wording Amendments	Wording Additions	Wording Deletions
70	<b>Professional Indemnity – Condition precedent to liability – NEW SECTION</b>		
70		<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>	
71	<b>Professional Indemnity – Exclusions</b>		
71	<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>
71		<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>	
71		<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 Per Capita Pest Control Insurance

Page	Wording Amendments	Wording Additions	Wording Deletions
71		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.	
72		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.	
72	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.
72	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.
72	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.
73	Exclusion – Hazardous activities, has been amended to remove reference to ropes/slings/cradles. This exclusion also now states that it shall not apply to work at perimeter fences and boundaries at the excluded establishments or in non safety critical locations at such establishments. Please refer to Exclusion – Hazardous activities, for full details.		

Notice of Change for policyholders of SSR Per Capita Pest Control Insurance

Page	Wording Amendments	Wording Additions	Wording Deletions
73	Exclusion – Insolvency, has been amended and now refers to “Defence Costs” instead of “Costs.”		
73	Exclusion – Insurance, finance or financial advice, has been amended and now refers to “Defence Costs” instead of “Costs.”		
73	Exclusion – Known circumstances, has been amended and now refers to “Defence Costs” instead of “Costs.”		
74		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.	
74		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.	
74		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.	

Page	Wording Amendments	Wording Additions	Wording Deletions
74		<p>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.</p>	
74		<p>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.</p>	
75	<p>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.</p>		
75	<p>Exclusion – Nuclear risks, has been amended and now refers to “Defence Costs” instead of “Costs.”</p>	<p>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.</p>	
75	<p>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.</p>	<p>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.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
75		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.
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.	
76	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.
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.	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.	Exclusion – Sub-contractors insurance check, has been deleted as this is now included under Conditions Precedent to Liability under this section.

Page	Wording Amendments	Wording Additions	Wording Deletions
76		<p>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.</p>	
78	<b>Professional Indemnity – Optional Extensions</b>		
78		<p>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.</p>	
78		<p>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.</p>	

## Directors' and Officers' Liability

New section of cover.

Page	Wording Amendments	Wording Additions	Wording Deletions
81-89	Directors' & Officers' Liability		

## Legal Expenses

### Legal Expenses – Definitions

Definitions for Costs and expenses, Insured person, PR crisis, Tax enquiry, and We/us/our/DAS have been added.

Definitions of Aspect enquiry, Cross-tax enquiry, Full enquiry, Person insured, Legal expenses costs, Territorial limits and VAT, have been removed.

The DAS Standard terms of appointment definition now states that where a law firm is acting on your behalf, DAS will currently pay a maximum of GBP100 per hour.

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

### 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.

Section – What DAS will not pay, has been amended to now better clarify the limitations of cover, and now includes reference to VAT, and the applicable excess for contract dispute claims. An excess of GBP500 will now apply to contract dispute claims where the amount in dispute exceeds GBP5,000 (including VAT).

### Legal Expenses – Standard Clauses

Standard Clause – Debt recovery, has been added, which provides cover for disputes relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgements.

Standard Clause – Employment disputes and compensation awards, has expanded cover in respect of employment restrictive covenants, and cover for contacting ACAS under the Early Conciliation Procedure.

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 undergone amendment to the phrasing used and the clause has been lengthened in order to provide a more comprehensive description of the circumstances in which cover applies.

Standard Clause – Contract disputes, has been shortened and simplified and now clarifies the circumstances in which cover will apply, and details the applicable excesses. Please note that this excess has increased to GBP500 (previously GBP250).



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 also now excludes any claim relating to employee internal disciplinary or grievance procedures, or damages to personal injury.

Exclusion 2 – In respect of Standard Clause 1.2 Compensation awards, now excludes any claims relating to a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

Exclusion 4 – In respect of Standard Clause 1.5 Employment restrictive covenants, has been added. This sets out the parameters of cover provided by Standard Clause – Employment restrictive covenants and outlines the circumstances in which cover shall not apply.

Exclusion 6 – In respect of Standard Clause 3 Debt recovery, has been added in order to provide the limitations of the cover provided by the new Standard Clause – Debt recovery.

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, has been amended to remove £200 deductible in respect of aspect enquiries.

Exclusion 9 – In respect of Standard Clause 6.1 Criminal pre-proceedings cover has been added. This excludes claims relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.

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 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 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 been added and replaces the previously titled section 'Exclusions.'

## Legal expenses – Conditions (This section has been renamed and was previously titled 'Legal Expenses Other Terms and Conditions')

Conditions 1, 2 and 3 now separate out the content previously contained within Condition 1.

Condition 7 now provides further details of the options available to you in the event of a disagreement between an insured person and DAS on the merits of the claim or proceedings, or on a legal principle.

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 sub-sections on 'Data protection;' 'Who DAS are;' 'How DAS will use your information;' 'What is our legal basis for processing your information?;' 'How long will your information be held for?;' 'What are your rights?;' and 'How to make a complaint' have been added for further information.

Page	Wording Amendments	Wording Additions	Wording Deletions
90	<b>Legal Expenses – Helpline Services</b>		
90	This section now includes further details of helpline services, such as the DASBusinessLaw facility.		
91	<b>Legal Expenses – Definitions</b>		
91		A definition of <i>Costs and expenses</i> has been added.	The <i>Aspect enquiry</i> definition has been deleted.
91	The <i>DAS Standard terms of appointment</i> definition now states that where a law firm is acting on your behalf, DAS will currently pay GBP100 per hour.		The <i>Cross-tax enquiry</i> definition has been deleted.
92	The <i>Date of occurrence</i> definition now includes definitions which specifically apply to insured incidents Employment disputes and compensation awards 1.5 Employment restrictive covenants and Crisis containment, respectively.		The definition of <i>Full enquiry</i> has been deleted.
92		A definition of <i>Insured person</i> has been added.	The definition of <i>Person insured</i> has been deleted and replaced by <i>Insured person</i> .
93		A definition of <i>PR crisis</i> has been added.	The definition of <i>Legal expenses costs</i> has been deleted and replaced by <i>Costs and Expenses</i> .
93		A definition of <i>Tax enquiry</i> has been added.	The <i>Territorial limits</i> definition has been deleted and relocated under Section – General Definitions.
93		A definition of <i>We/us/our/DAS</i> has been added.	The definition of <i>VAT</i> has been deleted.

Page	Wording Amendments	Wording Additions	Wording Deletions
95	Legal Expenses – Cover	<p>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’ provides greater clarity on how you can access the services provided by DAS. Please refer to this section of the policy wording for full details.</p>	
95		<p>New sub-sections have been added for ‘Access to online legal documents and guides’ and ‘Reporting a claim.’</p>	
96		<p>Section – Our agreement, has been added. This provides greater clarity over the circumstances in which DAS will be able to assist with your claim, including additional cover for claims occurring during the currency of a previous equivalent insurance policy, subject to the stated provisos attached. Please refer to ‘Our agreement’ under this section of the policy wording for full details of all applicable requirements for cover to apply.</p>	
96	<p>Section – What DAS will pay, has undergone amendment to better clarify the parameters of the cover being provided under this section. Please refer to this section within the policy wording for full details.</p>		
97	<p>Section – What DAS will not pay, has been amended to now better clarify the limitations of cover, and now includes reference to VAT, and the applicable excess for contract dispute claims. An excess of GBP500 will now apply to contract dispute claims where the amount in dispute exceeds GBP5,000 (including VAT).</p>		

Page	Wording Amendments	Wording Additions	Wording Deletions
98	<b>Legal Expenses – Standard Clauses</b>		
98	<p>Standard Clause – Employment disputes and compensation awards, has been amended and expands cover in relation to employment restrictive covenants, and cover for contacting ACAS under the Early Conciliation Procedure. 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 1 under this section of the policy wording for full details of the cover now provided.</p>		
99	<p>Standard Clause – Statutory licence appeal, has been amended and now better clarifies the circumstances in which cover applies.</p>	<p>Standard Clause – Debt recovery, has been added, which provides cover for disputes relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgements. Please refer to Standard Clause 3 for full details of the cover provided and applicable limitations.</p>	
100	<p>Standard Clause – Tax protection has been redrafted to provide better guidance on what cover is provided under this section and explicit reference to ‘Aspect Enquiries’ has been removed in line with recent developments of HMRC procedures. Please refer to this section of the policy wording for full details.</p>	<p>Standard Clause – Personal injury, has been added. (This replaces ‘bodily injury’ within previous Standard Clause – Property protection and bodily injury).</p>	<p>Standard Clause – Property protection and bodily injury, has been deleted and split out into Standard Clause – Property protection, and Standard Clause – Personal injury.</p>

Page	Wording Amendments	Wording Additions	Wording Deletions
100	<p>Standard Clause – Legal defence has undergone amendment to the phrasing used and the clause has been lengthened in order to provide a more comprehensive description of the circumstances in which cover applies. 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>		
101		<p>Standard Clause – Property protection, has been added. (This replaces Property protection within previous Standard Clause – Property protection and bodily injury).</p>	
102	<p>Standard Clause – Contract disputes, has been shortened and simplified and now clarifies the circumstances in which cover will apply, and details the applicable excesses. Please note that this excess has increased to GBP500 (previously GBP250).</p>	<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>	
103	<p><b>Legal Expenses – Exclusions</b> (This section has been renamed and was previously titled ‘Specific legal expenses limitations and exclusions’)</p>		
103	<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, or damages to personal injury. This section also now clarifies that cover is intended to defend the insured’s legal rights and does not include cover for our insured to take action against another party.</p>		

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Page	Wording Amendments	Wording Additions	Wording Deletions
103	Exclusion 2 – In respect of Standard Clause 1.2 Compensation awards, now excludes any claims relating to a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.		
104		Exclusion 4 – In respect of Standard Clause 1.5 Employment restrictive covenants, has been added. This sets out the parameters of cover provided by Standard Clause – Employment restrictive covenants and outlines the circumstances in which cover shall not apply.	
104		Exclusion 6 – In respect of Standard Clause 3 Debt recovery, has been added in order to provide the limitations of the cover provided by the new Standard Clause – Debt recovery.	Exclusion in respect of Property protection and bodily injury, has been deleted and split out into Exclusion 7 – In respect of Standard Clause 4 Personal injury and Exclusion 14 – In respect of Standard Clause 7 Property protection.
104		Exclusion 7 – In respect of Standard Clause 4 Personal injury, has been added in order to provide the limitations of the cover provided by the new Standard Clause – Personal injury.	
105	Exclusion 8 – In respect of Standard Clause 5 Tax protection, has been amended to remove £200 deductible in respect of aspect enquiries.	Exclusion 9 – In respect of Standard Clause 6.1 Criminal pre-proceedings cover has been added. This excludes claims relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.	
105		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.	

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Page	Wording Amendments	Wording Additions	Wording Deletions
106	Exclusion 12 – In respect of Standard Clause 6.5 Statutory notice appeals has undergone minor amendment and rephrasing.	Exclusion 13 – In respect of Standard Clause 6.6 Jury service and court attendance has been added, which clarifies that claims where you are unable to prove the loss are excluded.	
107	Exclusion 17 – In respect of the whole section, has been added, and replaces the previously titled section ‘Exclusions.’	Exclusion 16 – In respect of Standard Clause 9 Crisis containment, has been added, which sets out the limitations of cover provided under the new Standard Clause – Crisis containment.	Section ‘Exclusions’ has been deleted and replaced by Exclusion 17 – In respect of the whole section.
<b>109</b>	<b>Legal Expenses – Conditions (This section has been renamed and was previously titled ‘Legal expenses other terms and conditions’)</b>		
109	Conditions 1, 2 and 3 now separate out the content previously contained within Condition 1.		
109		Condition 7 now provides further details of the options available to you in the event of a disagreement between an insured person and DAS on the merits of the claim or proceedings, or on a legal principle.	
109		Condition 8 now advises of the apportionment of costs of the arbitration service available if a dispute between DAS and you is not covered by the Financial Ombudsman Service.	
109		Further sub-sections on ‘Data protection;’ ‘Who DAS are;’ ‘How DAS will use your information;’ ‘What is our legal basis for processing your information?;’ ‘How long will your information be held for?;’ ‘What are your rights?;’ and ‘How to make a complaint’ have been added for further information.	

## Property All Risks

### Property All Risks – Definitions

New definitions for Buildings, Business hours, Floating contents, Permanent total disablement, Rent, and Temporary total disablement, have been added.

The definition of Electronic business equipment now includes 'television screens and projectors.'

The definition of Portable tools now only includes those which belong to you or your employee (previously this included hired-in tools for which you/your employees are responsible for under a written contract of hire).

The definition of Portable electronic business equipment and now includes 'portable facsimile machines, smart phones, cameras and video cameras'.

### Property All Risks – Cover

Standard Clause – Security, now clarifies that where you are required to maintain alternative security protections as stated in the schedule and these include alarm monitoring, you must advise us in the event of the police or any alarm company or monitoring station advising you that the alarm signals from the premises will not be answered or will have a reduced level of response.

### Property All Risks – Standard Clauses

Standard Clause – Architects' and other professional fees, has been added which extends cover to include the costs of professional fees necessarily incurred in the reinstatement of buildings and machinery.

Standard Clause – Contracting purchaser, has been added. In the event that you are selling any buildings insured by this section, this clause allows the purchaser to be entitled to the benefit of this insurance up to the date the purchase contract is completed, unless they have arranged their own insurance.

Standard Clause – Documents removal, has been added which provides cover for deeds, documents, manuscripts and business books whilst temporarily removed to any premises within the European Union.

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 – Exhibition and trade fairs, has been added which provides cover for property insured whilst at exhibitions and trade fairs anywhere in the United Kingdom and/or European Union.

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 added which provides cover for stock and/or non-ferrous metals, sheets, ropes, chains, toggles, packing materials and your or



employees' clothing and person effects whilst in transit in the world excluding North America.

Standard Clause – Money, has been added which provides cover for loss of money belonging to you, and for damage to any safe, cash box or security case, bag or waistcoat, or stamp franking machine owned by or held in trust by you at the premises arising from theft or attempted theft. Cover is also provided for clothing and person effects of yours or your employee's arising from any hold-up, theft, or attempted theft.

Standard Clause – Personal accident assault, has been added which provides cover for death or bodily injury sustained by any insured person due to assault or any attempt thereat whilst in charge of your money.

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.

Standard Clause – Portable tools, has been added and 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. (This partially replaces previous Standard Clause – Portable tools and stock).

Standard Clause – Rent, has been added. If Rent is specified as covered in the schedule, this Clause indemnifies you for either the actual rent payable for the unexpired term of the lease, or for the proportion of the rent applicable to the untenable or unusable part of the building, in the event of damage that is insured by this section occurring.

Standard Clause – Stock away from premises, has been added and 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. (This partially replaces previous Standard Clause – Portable tools and stock).

Standard Clause – Temporary removal, has been added which provides cover for machinery, electronic business equipment and computers whilst temporarily removed for cleaning, renovation, repair or similar purpose, anywhere in the world excluding North America.

Standard Clause – Trace and access, has been added which provides cover for 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 used for domestic purpose only.

## 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 – Damage caused by specific events, includes a new sub-clause which refers to Standard Clauses – Goods in transit, Portable tools and stock, and Portable electronic business equipment.

Exclusion – Money, has been rewritten to reflect the new cover provided by Standard Clause – Money.

War and Terrorism Exclusion has been amended to clarify the cover provided by the new Terrorism section of cover.

## 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
113	<b>Property All Risks – Definitions</b>		
113		A definition of <b>Buildings</b> has been added.	
113		A definition of <b>Business</b> hours has been added.	
114	The definition of <b>Electronic business equipment</b> now includes 'television screens and projectors.'		
114	The definition of <b>Portable tools</b> now only includes those which belong to you or your employee (previously this included hired-in tools for which you/your employees are responsible for under a written contract of hire).		
114	The definition of <b>Portable electronic business equipment</b> and now includes 'portable facsimile machines, smart phones, cameras and video cameras'.		
115		A definition of <b>Floating contents</b> has been added.	
115		A definition of <b>Permanent total disablement</b> has been added (previously included under Section – General Definitions).	
115		A definition of <b>Rent</b> has been added (previously included under Section – General Definitions).	
115		A definition of <b>Temporary total disablement</b> has been added (previously included under Section – General Definitions).	

Page	Wording Amendments	Wording Additions	Wording Deletions
116	<b>Property All Risks – Cover/Standard Clauses</b>		
116	Standard Clause – Security, now clarifies that where you are required to maintain alternative security protections as stated in the schedule and these include alarm monitoring, you must advise us in the event of the police or any alarm company or monitoring station advising you that the alarm signals from the premises will not be answered or will have a reduced level of response.		
118	<b>Property All Risks – Standard Clauses</b>		
118		Standard Clause – Architects’ and other professional fees, has been added which extends cover to include the costs of professional fees necessarily incurred in the reinstatement of buildings and machinery.	
120		Standard Clause – Contracting purchaser, has been added. In the event that you are selling any buildings insured by this section, this clause allows the purchaser to be entitled to the benefit of this insurance up to the date the purchase contract is completed, unless they have arranged their own insurance.	
121		Standard Clause – Documents removal, has been added which provides cover for deeds, documents, manuscripts and business books whilst temporarily removed to any premises within the European Union.	

Page	Wording Amendments	Wording Additions	Wording Deletions
122		<p>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.</p>	
123		<p>Standard Clause – Exhibition and trade fairs, has been added which provides cover for property insured whilst at exhibitions and trade fairs anywhere in the United Kingdom and/or European Union. Please refer to Standard Clause – Exhibition and trade fairs, under this section of the policy wording for full details of the limitations of this cover.</p>	
124	<p>Standard Clause – Fire extinguishment expenses and damage caused by emergency services has cover increased to GBP100,000 for all circumstances.</p>		
125		<p>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.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
125		Standard Clause – Goods in transit, has been added which provides cover for stock and/or non-ferrous metals, sheets, ropes, chains, toggles, packing materials and your or employees’ clothing and person effects whilst in transit in the world excluding North America. Please refer to Standard Clause – Goods in transit, under this section of the policy wording for full details of the cover provided.	
127		Standard Clause – Money, has been added which provides cover for loss of money belonging to you, and for damage to any safe, cash box or security case, bag or waistcoat, or stamp franking machine owned by or held in trust by you at the premises arising from theft or attempted theft. Cover is also provided for clothing and person effects of yours or your employee’s arising from any hold-up, theft, or attempted theft. Please refer to Standard Clause – Money, under this Section of the policy wording for full details of the cover provided.	
128	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.	Standard Clause – Personal accident assault, has been added which provides cover for death or bodily injury sustained by any insured person due to assault or any attempt thereat whilst in charge of your money. Please refer to the Scale of Benefits and the full details of the cover provided under Standard Clause – Personal accident assault, under this Section of the policy wording.	
129	Standard Clause – Portable tools, has been added and 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. (This partially replaces previous Standard Clause – Portable tools and stock).		Standard Clause – Portable tools and stock, has been removed (replaced by Standard Clauses – Portable tools, and Stock away from premises).

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<b>Page</b>	<b>Wording Amendments</b>	<b>Wording Additions</b>	<b>Wording Deletions</b>
129	Standard Clause – Stock away from premises, has been added and 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. (This partially replaces previous Standard Clause – Portable tools and stock).	Standard Clause – Rent, has been added. If Rent is specified as covered in the schedule, this Clause indemnifies you for either the actual rent payable for the unexpired term of the lease, or for the proportion of the rent applicable to the untenable or unusable part of the building, in the event of damage that is insured by this section occurring. Please refer to Standard Clause – Rent, under this section of the policy wording for full details.	
130		Standard Clause – Temporary removal, has been added which provides cover for machinery, electronic business equipment and computers whilst temporarily removed for cleaning, renovation, repair or similar purpose, anywhere in the world excluding North America.	
130		Standard Clause – Trace and access, has been added which provides cover for 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 used for domestic purpose only. Please refer to Standard Clause – Trace and access, under this Section of the policy wording for full details on this new cover.	

Page	Wording Amendments	Wording Additions	Wording Deletions
<b>132 Property All Risks – Exclusions</b>			
132	Exclusion – Damage caused by specific events, includes a new sub-clause which refers to Standard Clauses – Goods in transit, Portable tools and stock, and Portable electronic business equipment.	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.	
135	Exclusion – Money, has been rewritten to reflect the new cover provided by Standard Clause – Money.		
136	War and Terrorism Exclusion has been amended to clarify the cover provided by the new Terrorism section of cover.		
<b>137 Property All Risks – Optional Extensions – NEW SECTION</b>			
137		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 1 under this section of the policy wording for full details on this new optional cover.	

Page	Wording Amendments	Wording Additions	Wording Deletions
137		Optional Extension – Subsidence of buildings extension, has been added. This provides cover for damage to buildings for subsidence. Please refer to Optional Extension 2 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 profit, Estimated gross revenue, Gross revenue, Outstanding debit balances, Rent receivable, Standard gross revenue, and Standard rent receivable.

The definition of Notifiable disease has been amended to now specifically exclude Avian Influenza and/or Influenza A (H5N1) or any mutant variation thereof or Swine Influenza and/or Influenza A (H1N1) or any mutant variation thereof or Severe Acute Respiratory Syndrome (SARS), any and all coronaviruses, any epidemic or pandemic which poses a threat to human health or human welfare and any fear or threat of these specified diseases.

### Business Interruption All Risks – Cover

No changes to cover.

### Business Interruption All Risks – Standard Clauses

Standard Clause – Additional increased cost of working, has been added which provides cover for the additional expenditure necessarily incurred in consequence of the damage for the sole purpose of preventing or minimising a reduction in turnover and resuming or maintaining normal business operations

Standard Clause – Gross profit / estimated gross profit, has been added which provides cover for loss of gross profit caused by a reduction in turnover or an increase in working following damage.

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.

Standard Clause – Outstanding debit balances, has been added.

Standard Clause – Rent receivable, has been added which provides cover for the loss of rent receivable and additional expenditure incurred as a consequence of damage.



## Business Interruption All Risks – Standard Cover Extensions

Standard Cover Extension – Alternative trading, has been added which ensures that in the event that money is paid or payable in respect of goods being sold or services provided somewhere other than the premises during the indemnity period for the benefit of the business, then the amount paid or payable for facilitating this will be brought into account in calculating the turnover.

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 a 48 hour excess.

Standard Cover Extension – Contract sites, has been added which extends cover to include damage by an insured event to property at any contract site in the United Kingdom not occupied by you where you are carrying out a contract.

Standard Cover Extension – Customers, has been added which extends cover to include damage by any insured event to property at the premises of any of your direct customers in the United Kingdom, with whom you have agreed under contract or trading relationship to supply goods or services, at the time of the damage.

Standard Cover Extension – Declaration linked, has been added. This requires you to provide us with an estimate of Gross Profit/Gross Revenue at each renewal, and with a declaration certified by your professional accountants of Gross Profit/Gross Revenue no later than six months after the expiry of each period of insurance. On adjustment, if the declaration is less than the estimate originally provided, we will allow a pro rata return of premium not exceeding 50 percent of such premium. If the declaration exceeds the original estimate, then you shall pay a pro rata additional premium on this basis.

Standard Cover Extension – Delayed loss, has been added. This extends cover to take account when adjusting any claim, of any reduction in gross profit/gross revenue resulting from the damage being postponed by reason of the gross profit/gross revenue being temporarily maintained from accumulated stocks of finished goods.

Standard Cover Extension – Exhibition sites, has been added which extends cover to include damage from an insured event at any site in the United Kingdom where you are exhibiting your goods for sale.

Standard Cover Extension – First year of trading, has been added. In the event of a claim arising prior to the completion of the first year's trading, this Extension will amend the Definitions under this section of cover to apply to the gross profit/gross revenue and outgoings during the period from commencement of the business to the date of the damage.

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.

Standard Cover Extension – Salvage sale, has been added. In the event that you hold a salvage sale following damage, the proceeds of the sale will be taken into account when calculating the gross profit actually earned during the period.

## 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.

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Page	Wording Amendments	Wording Additions	Wording Deletions
138	<b>Business Interruption All Risks – Definitions</b>		
138		A definition of <i>Annual gross revenue</i> has been added.	
138		A definition of <i>Estimated gross profit</i> has been added.	
138		A definition of <i>Estimated gross revenue</i> has been added.	
138		A definition of <i>Gross revenue</i> has been added.	
139	The definition of <i>Increased cost of working</i> has been shortened and simplified.		
139	The definition of <i>Notifiable disease</i> has been amended to now specifically exclude Avian Influenza and/or Influenza A (H5N1) or any mutant variation thereof or Swine Influenza and/or Influenza A (H1N1) or any mutant variation thereof or Severe Acute Respiratory Syndrome (SARS), any and all coronaviruses, any epidemic or pandemic which poses a threat to human health or human welfare and any fear or threat of these specified diseases.	A definition of <i>Outstanding debit balances</i> has been added.	
140		A definition of <i>Rent receivable</i> has been added.	
140		A definition of <i>Standard gross revenue</i> has been added.	
140		A definition of <i>Standard rent receivable</i> has been added.	
141	<b>Business Interruption All Risks – Cover</b>		
141	Cover Clause 1 has been amended to reflect the new cover provided under Standard Clause – Outstanding debit balances.		Cover Clause 2 – Increased cost of working, has been deleted as this cover is now provided under Standard Clause – Increased cost of working.

Page	Wording Amendments	Wording Additions	Wording Deletions
142	Business Interruption All Risks – Standard Clauses		
142		Standard Clause – Additional increased cost of working, has been added which provides cover for the additional expenditure necessarily incurred in consequence of the damage for the sole purpose of preventing or minimising a reduction in turnover and resuming or maintaining normal business operations.	
142		Standard Clause – Gross profit / estimated gross profit, has been added which provides cover for loss of gross profit caused by a reduction in turnover or an increase in working following damage.	
142		Standard Clause – Gross revenue / estimated gross revenue, has been added which provides cover for loss of gross revenue / estimated gross revenue and increase in cost of working following damage.	
143		Standard Clause – Outstanding debit balances, has been added.	
143		Standard Clause – Rent receivable, has been added which provides cover for the loss of rent receivable and additional expenditure incurred as a consequence of damage.	

Page	Wording Amendments	Wording Additions	Wording Deletions
144	<b>Business Interruption All Risks – Standard Cover Extensions</b>		
144		Standard Cover Extension – Alternative trading, has been added which ensures that in the event that money is paid or payable in respect of goods being sold or services provided somewhere other than the premises during the indemnity period for the benefit of the business, then the amount paid or payable for facilitating this will be brought into account in calculating the turnover.	Standard Cover Extension – Closure, has been deleted, but replaced by Standard Cover Extension – Notifiable disease, murder or suicide, food or drink poisoning.
144		Standard Cover Extension – Contract sites, has been added which extends cover to include damage by an insured event to property at any contract site in the United Kingdom not occupied by you where you are carrying out a contract.	
144		Standard Cover Extension – Customers, has been added which extends cover to include damage by any insured event to property at the premises of any of your direct customers in the United Kingdom, with whom you have agreed under contract or trading relationship to supply goods or services, at the time of the damage.	
144		Standard Cover Extension – Declaration linked, has been added. This requires you to provide us with an estimate of Gross Profit/Gross Revenue at each renewal, and with a declaration certified by your professional accountants of Gross Profit/Gross Revenue no later than six months after the expiry of each period of insurance. On adjustment, if the declaration is less than the estimate originally provided, we will allow a pro rata return of premium not exceeding 50 percent of such premium. If the declaration exceeds the original estimate, then you shall pay a pro rata additional premium on this basis.	

Page	Wording Amendments	Wording Additions	Wording Deletions
145		Standard Cover Extension – Delayed loss, has been added. This extends cover to take account when adjusting any claim, of any reduction in gross profit/gross revenue resulting from the damage being postponed by reason of the gross profit/gross revenue being temporarily maintained from accumulated stocks of finished goods.	
145		Standard Cover Extension – Exhibition sites, has been added which extends cover to include damage from an insured event at any site in the United Kingdom where you are exhibiting your goods for sale.	
145		Standard Cover Extension – First year of trading, has been added. In the event of a claim arising prior to the completion of the first year’s trading, this Extension will amend the Definitions under this section of cover to apply to the gross profit/gross revenue and outgoings during the period from commencement of the business to the date of the damage.	
146		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.	
147		Standard Cover Extension – Salvage sale, has been added. In the event that you hold a salvage sale following damage, the proceeds of the sale will be taken into account when calculating the gross profit actually earned during the period.	

Page	Wording Amendments	Wording Additions	Wording Deletions
149	Business Interruption All Risks – Exclusions		
149		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 – Reinstatement now comprises of a definition applicable to Contract works and Personal effects and tools, and to Temporary buildings, plant and other property, respectively.

Definitions of Business hours, Non-ferrous metals, and Period of maintenance, have been added.

### 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 – Completion or occupancy of the contract works, has been amended at 2.3 and no longer states that “this restriction shall not exclude damage to the contract works which is not otherwise excluded that occurs during the period of maintenance but was caused before the start of the period of maintenance.”

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.

Page	Wording Amendments	Wording Additions	Wording Deletions
<b>150 Contract Works – Definitions</b>			
150		A definition of <i>Business hours</i> has been added.	
151	The definition of <i>Personal effects and tools</i> has been shortened and simplified.	A definition of <i>Non-ferrous metals</i> has been added.	The definition of <i>Property insured</i> has been deleted.
151	The definition of <i>Reinstatement</i> has been amended to clarify the type of reinstatement applicable to ‘Contract Works,’ ‘Personal Effects and Tools,’ and ‘Temporary Buildings, Plant and Other Property,’ respectively.	A definition of <i>Period of maintenance</i> has been added.	
<b>153 Contract Works – Cover</b>			
153	Cover Clause 1 has been amended to remove ‘the costs of replacement’ as a rectification option (available options are now ‘costs of repair,’ ‘costs of reinstatement’ or ‘a cash sum to you instead of the above’).		
<b>154 Contract Works – Standard Clauses</b>			
157			Standard Clause – Personal effects and tools away from site, has been deleted.
<b>159 Contract Works – Exclusions</b>			
159	Exclusion – Completion or occupancy of the contract works, has been amended at 2.3 and no longer states that “this restriction shall not exclude damage to the contract works which is not otherwise excluded that occurs during the period of maintenance but was caused before the start of the period of maintenance.”	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.	
161	Exclusion – Unattended property, has been amended at 11.5 and now excludes personal effects and tools away from the contract site.		

## Fidelity Guarantee

New section of cover available.

Page	Wording Amendments	Wording Additions	Wording Deletions
163- 167	Fidelity Guarantee		

## Terrorism

New section of cover available.

Page	Wording Amendments	Wording Additions	Wording Deletions
168- 172	Terrorism		

## Personal Accident

No changes to cover.

Page	Wording Amendments	Wording Additions	Wording Deletions
173- 181	Personal Accident		

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

No changes to cover.



Page	Wording Amendments	Wording Additions	Wording Deletions
182	Exclusions to Property All Risks, Business Interruption All Risks, Contract Works and Terrorism		

## Claims Conditions

The preamble to this section now explicitly states that except for the Section – Employers’ Liability, it is a condition precedent to our liability that you comply with Claims Condition – Claim notification, and Claims Condition – Claim procedure.

Claims Condition – Claim notification, no longer references a dispute under the Local Democracy, Economic Development and Contracts Act 2009. This Condition now explains the action required in the event of a claim arising under specific sections of cover, including newly added sections. 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 amended to provide greater information on what will happen in the event of you notifying a claim, and what action is required of you.

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 – 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.

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.

Page	Wording Amendments	Wording Additions	Wording Deletions
183	<b>Claims Conditions</b>		
183	<p>Claims Condition – Claim notification, no longer references a dispute under the Local Democracy, Economic Development and Contracts Act 2009. This Condition now explains the action required in the event of a claim arising under specific sections of cover, including newly added sections. 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>The preamble to this section now explicitly states that except for the Section – Employers’ Liability, it is a condition precedent to our liability that you comply with Claims Condition – Claim notification, and Claims Condition – Claim procedure.</p>	<p>Claims Condition – Arbitration, has been deleted.</p>
184	<p>Claims Condition – Claims procedure, has been amended 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 – Local Democracy, Economic Development and Construction Act, has been deleted.</p>
187		<p>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 – Dispute Resolution, under this section of the policy wording for full details.</p>	

Page	Wording Amendments	Wording Additions	Wording Deletions
188	<p>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.</p>		
190	<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 – Average, now includes buildings.

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 – 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.

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.

General Terms and Conditions – Declaration adjustment, has been added. This stipulates that where your schedule shows ‘Section subject to declaration adjustment – Yes’ the premiums for Sections – Employers’ Liability, Public and Products (including inefficacy) Liability, Business Interruption All Risks, and Contract Works are calculated on an estimated wages and/or turnover basis and as such, we will require within one month from the expiry of the period of insurance, the achieved wages and/or turnover to enable us to adjust the premium, subject to any minimum premium chargeable.

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.

General Terms and Conditions – Index-linking, has been added. The sums insured noted as ‘index-linking applies’ on the schedule will be adjusted at renewal to take into account the latest published movements in the appropriate index. For buildings, the General Building Cost Index shall apply, for other items, the Producer Price Index shall apply.

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. 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.

Page	Wording Amendments	Wording Additions	Wording Deletions
191	<b>General Terms and Conditions applicable to the whole policy</b>		
191	General Terms and Conditions – Average, now includes buildings.	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 – Basis of rating, has been deleted.

Page	Wording Amendments	Wording Additions	Wording Deletions
191		<p>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.</p>	
191		<p>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 6 – Compliance with policy terms, for full details.</p>	
192		<p>General Terms and Conditions – Declaration adjustment, has been added. This stipulates that where your schedule shows ‘Section subject to declaration adjustment – Yes’ the premiums for Sections – Employers’ Liability, Public and Products (including inefficacy) Liability, Business Interruption All Risks, and Contract Works are calculated on an estimated wages and/or turnover basis and as such, we will require within one month from the expiry of the period of insurance, the achieved wages and/ or turnover to enable us to adjust the premium, subject to any minimum premium chargeable.</p>	
193		<p>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.</p>	

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194		General Terms and Conditions – Index-linking, has been added. The sums insured noted as ‘index-linking applies’ on the schedule will be adjusted at renewal to take into account the latest published movements in the appropriate index. For buildings, the General Building Cost Index shall apply, for other items, the Producer Price Index shall apply.	
195	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.	General Terms and Conditions – Observance, has been deleted.
196		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 Terms and Conditions – Reasonable precautions, has been deleted.

**QBE European Operations**

**QBE UK Limited**

Regentlaan 37 Boulevard du Régent  
 1000 Brussels  
 Belgium  
 Tel: +32 2 504 82 11  
 Fax: +32 2 504 82 00  
 enquiries@be.qbe.com  
 www.QBEurope.com

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