

## NOTICE TO POLICYHOLDERS

# **Policy Wording Changes**

This Notice applies to the RSA e-Traded Properties product.

This document now forms part of **Your Policy**, please read it carefully and retain it with **Your Policy** documents.

The following changes have been made to **Your c**over:

### **General Memorandum**

In the event of any inconsistency between any terms in **Your Policy**, the terms set out in this Notice shall take precedence over any terms in the **Policy** wording.

### **Electronic Risk Exclusion**

The Electronic Risk Exclusion under the Property Damage Insurance section is deleted.

The following Exclusion is included and applies to the Property Damage Insurance section of **Your Policy.** 

### **Electronic Risk Exclusion**

Your Policy does not cover

- A) Damage to Data which shall include but shall not be limited to:
  - i) Damage to or corruption of Data whether in whole or in part,
  - ii) unauthorised appropriation of, use of, access to or modification of Data,
  - iii) unauthorised transmission of Data to any third parties,
  - iv) Damage arising out of any misinterpretation, use or misuse of Data,
  - v) **Damage** arising out of any operator error in respect of **Data**.
- B) Damage arising directly or indirectly from:
  - i) the transmission or impact of any Virus,
  - ii) unauthorised access to a System.
  - iii) interruption of or interference with electronic means of communication, used in the conduct of **Your Business**, including but not limited to, any diminution in the performance of any website or electronic means of communication.
  - iv) Failure of a System,
  - v) anything described in A) above

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent **Damage** to **Property** directly caused by any of the insured **Events** 1 to 7 unless otherwise excluded under this **Policy**, but in respect of **Event** 2 this shall not include subsequent **Damage** to **Property** by malicious persons unless involving physical force or violence.

### **Disease Exclusion**

The following Exclusion applies to the Property Damage Insurance section of Your Policy.

### **Disease Exclusion**

**Your Policy** does not cover loss (whether physical or otherwise), destruction or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- B) any disease arising from any such pathogen or microorganism, or
- C) the threat or fear (actual or perceived) of A) or B).

This exclusion shall apply regardless of any other term of this **Policy** except as expressly provided in the **Specified Disease Extension** under the **Additional Extensions of Cover applicable to Rent** within this **Policy** 

### **Specified Disease Extension**

The Disease, Vermin, Pests, Murder and Suicide Extension in Your Policy wording is deleted.

The following Extension is included and applies to the **Additional Extensions of Cover applicable to Rent** within this **Policy** 

### **Specified Disease Extension**

For the purposes of this Extension only the Disease Exclusion does not apply

The cover provided is extended to include closure of the **Premises** or part thereof on the order or advice of a public authority caused solely by

- A) the manifestation of any Specified Disease in a human or
- B) an outbreak of food or drink poisoning

### at the Premises

Provided that:

- 1) The maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order or advice of the public authority is complied with
- 2) No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.
- 3) In respect of a manifestation at the **Premises** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of **Ours** that at the time of such outbreak at **Your** own **Premises You** shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **Us** and confirmed as acceptable by **Us**
- 4) This Extension shall not provide cover in respect of any closure of the **Premises** or part thereof on the order or advice of a public authority caused in whole or in part by a manifestation at the **Premises** of any disease that is or shall be designated or treated as a pandemic by the World Health Organisation or any Body undertaking substantially the same function. Once any disease has been so designated or treated then for the purposes of this **Policy** it will be deemed that the disease was so designated or treated at the commencement of the outbreak.

5) No cover is provided under this Extension for any closure of the **Premises** caused by or contributed to by or in any way related to the manifestation of any **Specified Disease** at a place other than the **Premises** 

**Our** maximum **Limit of Liability** in the aggregate during any one **Period of Insurance** for this Extension is £100.000

Subject otherwise to the terms Exclusions and Conditions of this **Policy** including without limitation, the basis of settlement provisions applicable to the **Rent** cover of this **Policy**.

For the purposes of this Extension, **Specified Disease** shall mean:

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever

### **Prevention of Access and Loss of Attraction Extension**

The Prevention of Access and Loss of Attraction Extension in Your Policy wording is deleted.

The following Extension is included and applies to the **Additional Extensions of Cover applicable to Rent** within this **Policy** 

### Prevention of Access and Loss of Attraction Extension

The cover provided is extended to include loss resulting solely and directly from an interruption to the **Business** caused by

- A) the prevention of access to **Your Premises** or part thereof
- B) a reduction in the number of customers at **Your Premises**

solely and directly as a result of **Damage** to property within 1000 metres of **Your Premises** but excluding **Damage** to property of any supply undertaking which supplies electricity gas water or telecommunications services to **Your Premises**.

No cover is provided under this Extension for any

- A) prevention of access to Your Premises or
- B) reduction in the number of customers at Your Premises

caused by or in any way related to any **Damage** to property further than 1000 metres from **Your Premises** 

For the purpose of this Extension only the maximum **Indemnity Period** shall not exceed three months and will apply from the date upon which the **Damage** to property which caused the prevention of access or the reduction in the number of customers to **Your Premises** first occurred.

**Our** maximum **Limit of Liability** in the aggregate during one **Period of Insurance** for this Extension is £100,000

No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.

Subject otherwise to the terms, Exclusions and Conditions of this **Policy** including, without limitation, the basis of settlement provisions applicable to the **Rent** cover of this **Policy**.

### **Vermin or Pests and Defective Sanitation Extension**

The following Extension is included and applies to the **Additional Extensions of Cover applicable to Rent** within this **Policy** 

### **Vermin or Pests and Defective Sanitation Extension**

The cover provided is extended to include closure of the **Premises** or part thereof on the order or advice of a public authority caused solely by:

- A) the discovery of vermin or pests
- B) an accident causing defects in the drains or other sanitary arrangements

### at the **Premises**

Provided that the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order or advice of the public authority is complied with

**Our** maximum **Limit of Liability** any one loss and in the aggregate during any one **Period of Insurance** for this extension is £100,000

Subject otherwise to the terms Exclusions and Conditions of this **Policy** including without limitation, the basis of settlement provisions applicable to the **Rent** cover of this **Policy** 

### **Murder and Suicide Extension**

The following Extension is included and applies to the **Additional Extensions of Cover applicable to Rent** within this **Policy** 

### **Murder and Suicide Extension**

The cover provided is extended to include murder or suicide occurring at the Premises

Provided that the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order or advice of the public authority is complied with

Our maximum Limit of Liability any one loss and in the aggregate during any one Period of Insurance for this Extension is £100,000

Subject otherwise to the terms Exclusions and Conditions of this **Policy** including without limitation, the basis of settlement provisions applicable to the **Rent** cover of this **Policy** 

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