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## NOTICE TO POLICYHOLDERS

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### Policy Wording Changes

This Notice applies to the RSA e-Traded Shops, Offices, Pubs, Hotels & Restaurants, Health & Medical and Hair & Beauty products.

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 cover**:

#### 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

Any **Electronic Risk Exclusion** in the Policy is deleted (other than in respect of Terrorism Insurance).

This Exclusion applies to the following sections of the Policy where these are shown as included: **Property Damage Insurance, Business Interruption Insurance, All Risks Insurance, Money Insurance, Loss of Liquor Licence Insurance, and Transit Insurance.**

#### 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

This Exclusion applies to the following sections of the Policy where these are shown as included: **Property Damage Insurance, Business Interruption Insurance, All Risks Insurance, Money Insurance, Loss of Liquor Licence Insurance, and Transit Insurance.**

### 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 within the Business Interruption Insurance section of 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 Business Interruption Insurance section in **Your 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 Business Interruption Insurance section 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 **Denial of Access and Loss of Attraction** Extension in **Your Policy** wording is deleted.

The following Extension is included and applies to the Business Interruption Insurance section in **Your 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 Business Interruption section of this **Policy**.

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

The following Extension is included and applies to the Business Interruption Insurance section in **Your 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 Business Interruption Insurance section of this **Policy**

#### **Murder and Suicide Extension**

The following Extension is included and applies to the Business Interruption Insurance section in **Your 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 Business Interruption Insurance section of this **Policy**

#### **Communicable Disease Exclusion (Deterioration of Stock)**

This Exclusion applies to the Deterioration of Stock Insurance section if this is shown as included in the **Schedule**.

This section of the **Policy** does not cover loss, damage, claim, cost, expense or other sum directly or indirectly occasioned by, arising from, caused by or in any way attributable to, or occurring

concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this Exclusion loss, damage, claim, cost, expense or other sum, includes but is not limited to any cost to clean-up, detoxify, remove, monitor or test for:

A) a **Communicable Disease**, or

B) any property insured hereunder that is affected by such **Communicable Disease**.

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

i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of **Stock in the Cold Chamber**.

#### **Electronic Risk Exclusion (Deterioration of Stock Insurance)**

This Exclusion applies to the Deterioration of Stock Insurance section if this is shown as included in the **Schedule**.

Exclusion 11 is deleted and shall now read as follows:

This section of the **Policy** does not cover

#### **11 Electronic Risk**

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 to the Stock in the Cold Chamber** 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,
- vi) **Failure of a System**
- v) anything described in 11 A) above,

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent **Damage** directly caused by Riot, Civil Commotion, Strikers, Locked-out workers, persons taking part in labour disturbances, Storm or Theft