
NOTICE TO POLICYHOLDERS

Policy Wording Changes

This Notice applies to the RSA e-Traded Business Combined product only.

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 the 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:

Property Damage Insurance and Business Interruption Insurance, All Risks Insurance, Money Insurance, Loss of Liquor Licence Insurance, and Transit Insurance.

This Policy does not cover:

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 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 the Policyholder's 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 following Covers insured unless otherwise excluded under this Policy **Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons** but only where involving physical force or violence, **Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

Disease Exclusion

This Exclusion applies to the following sections of the Policy:

Property Damage Insurance and Business Interruption Insurance, All Risks Insurance, Money Insurance, Loss of Liquor Licence Insurance, Transit Insurance, and Machinery Breakdown Insurance.

Disease Exclusion

The 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 Property Damage and Business Interruption Insurance section of this Policy

Specified Disease Extension

Extension **5) Disease, Murder, Suicide, Vermin and Pests** under the Extensions to the Business Interruption Insurance in the Policy wording is deleted.

The following Extension is included under the Extensions to the Business Interruption Insurance section of this Policy

Specified Disease Extension

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

The cover provided by the Business Interruption Insurance section of the Policy 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 the Company that at the time of such outbreak at the Policyholder's own Premises the Policyholder 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 the Company and confirmed as acceptable by the Company

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

The Company's 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

Denial of Access and Loss of Attraction Extension

Extension 6) **Denial of Access and Loss of Attraction** under the Extensions to Business Interruption Insurance in the Policy wording is deleted.

The following Extension is included under the Extensions to the Business Interruption Insurance section of this Policy

Denial of Access and Loss of Attraction Extension

The cover provided by the Business Interruption Insurance section of this Policy is extended to include loss resulting solely and directly from an interruption to the Business caused by

- A) the prevention of access to the Policyholder's Premises or part thereof
- B) a reduction in the number of customers at the Policyholder's Premises

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

No cover is provided under this Extension for any

- A) prevention of access to the Policyholders Premises or
- B) reduction in the number of customers at the Policyholder's Premises

caused by or in any way related to any Damage to property further than 1000 metres from the Policyholder's 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 the Policyholder's Premises first occurred.

The Company's 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 Insurance section of this Policy.

Vermin or Pests and Defective Sanitation Extension

The following Extension is included under the Extensions to the Business Interruption Insurance section of this Policy

Vermin or Pests and Defective Sanitation Extension

The cover provided by the Business Interruption Insurance section of the Policy 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

The Company's 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 under the Extensions to the Business Interruption Insurance section of this Policy

Murder and Suicide Extension

The cover provided by the Business Interruption Insurance section of the Policy 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

The Company's 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

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 **6 Electronic Risk** is deleted and shall now read as follows:

This section of the Policy does not cover

6 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 the Policyholder's 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 6A) 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

Communicable Disease Exclusion

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

Communicable Disease Exclusion

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 (Machinery Breakdown Insurance)

This Exclusion applies to the Machinery Breakdown Insurance section if this is shown as included in the Schedule.

Exclusion **2 Electronic Risk** is deleted and shall now read as follows

This section of the Policy does not cover

2 Electronic Risk

A) Damage to Property as a consequence of

- 1) loss, destruction or corruption of Data whether in whole or in part,
- 2) unauthorised appropriation, use, access to or modification of Data,
- 3) unauthorised transmission of Data to any third parties,
- 4) Damage arising out of any misinterpretation, use or misuse of Data,
- 5) Damage arising out of any operator error in respect of Data

But in respect of A) 5) only this shall not apply to accidental loss of or damage to the Property and any accidental loss or destruction of or damage to Data that itself arises directly as a result of Breakdown of Property provided always that the liability of the Company shall not exceed £10,000 in total in any one Period of Insurance.

B) Any Damage to property arising directly or indirectly from:

- 1) the transmission or impact of any Virus,
- 2) unauthorised access to a System,
- 3) interruption or interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication,
- 4) failure of a System,
- 5) any other means described above.

but in respect of B)1), B) 2), B) 3), B) 4) and B) 5) this shall not exclude subsequent Damage to Property directly caused by the fracturing of any part of the Property by frost when such fracture renders that part of the Property inoperative