

# Commercial Combined Insurance

Parish Protect Scheme

Important Information Affecting Your  
Policy Document

We have made some changes to your Insurance policy document. The details of the amendments are provided in the following pages

### **Your Insurer**

Our new Company name is now Royal & Sun Alliance Insurance Ltd

The following clauses have been changed

### **Policy Exclusions**

- Radioactive Exclusion now excludes use of weaponry
- Disease Exclusion with details of subsequent damage cover

### **Policy Definitions**

- The definitions for Microchip, Failure of a System and System have been deleted
- The definitions for Damage and Damaged have been changed
- The definitions of Data and Virus have been changed
- Definitions of Computer System, Cyber Act, Cyber Event and Cyber Incident have been added

### **Property Damage and Business Interruption Insurance**

- The operative clause has been changed
- The Automatic Reinstatement of Loss extension has been changed
- A new Business Interruption extensions section has been added with a preamble regarding the stacking of Business Interruption extensions
- The Denial of Access including Loss of Attraction Business Interruption extension has been changed to a Prevention of Access and Loss of Attraction extension
- The Denial of Access (Non Damage) extension has been changed to a Prevention of Access (Non-Damage) extension
- The Infectious diseases including Legionellosis Business Interruption extension has been deleted and a new Specified Diseases extension has been added
- The Murder and Suicide extension has been updated
- The Electronic Risk exclusion has been replaced by a Cyber and Data exclusion

## **Legal Liability Insurance**

- Extension 7 Data Protection Act has been updated to reflect the latest Data Protection legislation

## **Travel insurance**

- We have changed our service provider

All Changes made to the Policy are detailed below

## Policy Exclusions

The Company shall not be liable for:

### **1 Radioactive Contamination**

Damage and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **3 .Disease**

**(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance, Deterioration of Stock Insurance, Legal Expenses Insurance, Travel Insurance and Officials Liability Insurance)**

- A) Subject to clause B) and notwithstanding anything in this Policy to the contrary and except to the extent expressly provided by the Specified Disease Extension to the Business Interruption Insurance section herein this 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:
  - i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
  - ii) any disease arising from any such pathogen or microorganism, or
  - iii) the threat or fear (actual or perceived) of i) or ii)

- B) Clause A) does not exclude any cover otherwise provided by this Policy for:
- i) Damage which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii)
  - ii) loss due to interruption or interference with the Business of the Policyholder directly caused by such Damage.

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

**Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

## Policy Definitions

### *Amended definitions*

#### **Damage**

Physical loss destruction or damage

#### **Damaged**

Physically lost destroyed or damaged

#### **Data**

Any data of any sort , including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever

#### **Virus**

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer

program to damage, interfere with, adversely affect, infiltrate or monitor as above

### *New Definitions*

#### **Computer System**

any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party

#### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System

#### **Cyber Incident**

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

#### **Cyber Loss**

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

# Property Damage and Business Interruption Insurance

## Operative Clause

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured, the Company will in accordance with the provisions of the Policy pay to the Policyholder:

- 1 in respect of Property Damage Insurance, the amount of loss or at the Company's option reinstate, repair or replace such Property,
- 2 in respect of Business Interruption Insurance, the amount of loss resulting from the interruption or interference with the Policyholder's Business at the Premises caused by the Damage

provided that:

- A) the Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.
- B) in respect of Business Interruption Insurance, payment has been made or liability admitted for the Damage under a Policy covering the Interest of the Policyholder in the Property, or payment would have been made or liability admitted for the Damage but for the operation of a proviso in such excluding liability for losses below a specified amount.

## Extensions

### 2. Automatic Reinstatement of Loss

If any of the Property Insured described in the Schedule suffers Damage at the Premises insured and Business Interruption losses resulting therefrom by any of the Covers other than by Theft the sum insured in respect of the Property Damage and Business Interruption covers shall be reduced in whole or in part by the amount of any such Damage and Business Interruption

In the absence of written notice by the Policyholder or the Company to the contrary following the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss

Provided that

1. the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover if required by the Company
2. the Company will not be liable in respect of any one Event for more than the Policy Limit sum insured or other limit of liability applicable to the Property Damage and Business Interruption Insurance cover
3. any limit of liability described as applying in the aggregate during the Period of Insurance shall not be reinstated
4. the Policyholder shall take immediate steps to effect the additions to or variations in the protections of the Property Insured as the Company may require

## Business Interruption Extensions

This Insurance section extends to include the amount of loss resulting from interruption or interference to the Policyholder's Business caused by the Damage in respect of the following additional Property, Premises and costs.

The Company's liability in respect of each and every extension shall not exceed the corresponding limit shown in the Schedule or as stated below.

Where the cover provided by this section of this Policy is hereby extended under more than one of the extensions, only one limit of indemnity, being the largest applicable, will be available to the Policyholder in respect of the loss.

### **1. Denial of Access including Loss of Attraction – Extension**

This Extension applies to the Business interruption Insurance section of this Policy

The cover provided by the Gross Profit or Gross Revenue items only in 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) any 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 £250,000

The Company will not be subject to any or any greater liability under any other Section, Policy Extension, coverage or provision of this Policy than that for which it would have been liable if this Extension did not apply.

### **3. Specified Disease Extension**

This Extension applies to the Business Interruption Insurance

section of this Policy

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

The cover provided by the Gross Profit or Gross Revenue items only in the Business Interruption Insurance section of this Policy is extended to include closure of the Policyholder's Premises or part thereof on the order of a public authority caused solely by:

- A) food or drink poisoning arising from food or drink supplied from the Policyholder's Premises
- B) the manifestation at the Policyholder's Premises of any of the following diseases in a human

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

Provided that:

- 1) The Maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with
- 2) The Company will not be subject to any or any greater liability under any other section, Policy Extension, coverage or provision of this Policy than that for which it would have been liable if this Extension did not apply
- 3) In respect of a manifestation at the Policyholder's 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 Policyholder's Premises or part thereof on the order of a public authority caused in whole or in part by a manifestation at the Policyholder's 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 Policyholder's 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 Policyholder's Premises

The Company's maximum Limit of Liability in the aggregate during any one Period of Insurance for this Extension is £100,000

#### **4. Murder and Suicide Extension**

This Extension applies to the Business Interruption Insurance section of this Policy

The cover provided by the Gross Profit or Gross Revenue items only in the Business Interruption Insurance section of the Policy is extended to include closure of the Premises or part thereof as a result of a murder or a suicide occurring at the Premises

Provided that the Maximum Indemnity Period is limited to three months and shall apply from the date of the closure of the Policyholder's Premises

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

## **6. Denial of Access (Non-Damage) - Extension**

The cover provided by Gross Profit or Gross Revenue items only in the Business Interruption Insurance section of this Policy is extended to include the prevention of access to the Policyholder's Premises or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at the Policyholder's Premises or only within (and not beyond) 1000 metres of the Policyholder's Premises which is likely to

- 1) endanger human life or
- 2) cause damage to property arising from the:
  - a) unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances
  - b) suspected or actual existence of an explosive device

Provided that the Company will not be liable for

- A) any loss as insured by this extension involving an interruption of less than 12 hours continuous duration
- B) any loss during any period other than the actual period where access to the Policyholder's Premises was prevented
- C) any prevention of access to the Policyholder's Premises as a result of Damage, or arising from any cause within the direct control of the Policyholder including any non-compliance with a prior order or advice of a public authority
- D) any loss arising directly or indirectly from or in any way connected to
  - a. disease or
  - b. weather or drought

No cover is provided under this extension for any prevention of access caused by or contributed to by or in any way related to any emergency occurring 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 from which the order of the public authority first prevented access to the Policyholder's Premises or part thereof

The maximum amount payable in the aggregate during one Period of Insurance under this Extension is £ 100,000

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply; or
- (b) greater than that for which it would have been liable if this extension did not apply.

## Exclusions

This Policy does not cover

### **2. Cyber and Data**

any:

- i) Cyber Loss or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude the amount of loss resulting from interruption of or interference with the Policyholder's Business caused by Damage to Property Insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act.

Defined Perils shall mean the following Covers unless otherwise excluded by this Policy:

**Fire, Lightning, Aircraft, Explosion, Earthquake, Riot** and malicious vandalism (but only where involving physical force or violence), **Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft**

## Liability Section 2 – Public/Products Liability

### **Extensions**

#### **7. Data Protection Act**

The Company will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so

This Extension shall not apply in respect of

A) the payment of fines or penalties

B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal Data

C) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission

D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension

E) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

## Travel insurance

We have changed our service provider to Healix Security and as such, all reference to the previous Travel Insurance service provider, Drumm Cussac, have been removed.

The cover and service levels are otherwise unaffected by this change.