

A summary of the material changes to Your Property Owners Policy



This notice tells You about changes to Your policy which will take effect from Your renewal date as shown on Your Schedule. Please ensure You read the changes carefully (together with Your policy wording), as they will form part of Your contract of insurance.

At Your last renewal date, We unfortunately may not have included the Notice to Policyholder document that outlined the changes We had made to Your policy.

A summary of these changes is outlined below and they will now take effect from the renewal date as shown on Your Schedule. We apologise for any confusion this may have caused.

Policy Clauses

- **Buildings Awaiting Sale**

Following regulatory reform into the benchmarking of interest rates, the reference to “Interbank Lending Rate” has been replaced with “Bank of England base rate”.

- **Prevention of Access**

The exceptions applicable to this Clause have been expanded and an interruption/interference time franchise of 72 consecutive hours has been introduced.

The exceptions to this Clause now read as follows:

We will not indemnify You for

- (1) action taken in controlling, preventing or suppressing the spread of any disease
- (2) danger or disturbance caused wholly or partially by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours.

- **Data Protection Clause**

Exception (3) of the Data Protection clause has been updated to remove reference to Employee.

Additional Contingencies

- **Action by Police, Government or Other Competent Authority**

Within the exceptions to this Additional Cover, the 12 hour time franchise has been replaced with 72 consecutive hours.

In addition, we have restated Action by Police, Government or Competent Authority as follows:

- **Action by Police, Government or Other Competent Authority**

The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises.

We will not indemnify You

- (1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.
- (2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.
- (3) for any interruption or interference lasting less than 12 consecutive hours.

The provisions of any Automatic Reinstatement Clause does not apply in respect of this Additional Contingency.

- **Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide**

This Additional Cover is now limited to occurrences at Your Premises only, and the following diseases have been removed – Malaria, Plague, Smallpox, Yellow Fever and Viral Haemorrhagic Fevers.

The maximum payable has been amended to £25,000 in the aggregate in any one Period of Insurance. A 72 consecutive hour time franchise has been introduced.

- **Property Owners Legal Protection**

We have clarified our position in relation to which Contingencies are applicable, as stated in Your Schedule.

- **Terrorism**

We have restated the Covered Loss definition as follows:

Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.

Conditions

We have restated the Sanctions Limitations and Exclusions Condition as follows:

- **Sanction Limitation and Exclusion**

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states

The following Policy Condition has been added:

- **Severability of Interest**

Applicable to all Sections other than the Employers Liability Section and Property Owners Liability Section in respect of which the Cross Liabilities clause shall apply.

If The Insured comprises more than one party each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (1) Loss Limit;
- (2) Total Sum Insured;
- (3) Sum Insured;
- (4) Limits of Liability; or
- (5) any other cover limit, limit of liability or indemnity and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between
 - (a) Aviva as one party
 - and
 - (b) The Insured as the other party.

Policy Exceptions

Policy Exception (1) has been amended and restated as follows:

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) mutiny or military uprising, martial law
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to
 - (i) (1) (a) above
 - (ii) (1) (b) above.

However,

- (1) exception (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy.
 - (a) Terrorism Policy Exception
 - (b) Professional Indemnity
 - (c) Directors and Officers Liability
 - (d) Management Liability.
- (2) exceptions (1) (a) (ii) 1 (b) and 1 (c) (ii) do not apply to the Employers' Liability Section, or the Property Owners Liability Section when insured by this policy
- (3) exceptions (1) (a) (i) and 1 (c) (i) do not apply to the Employers' Liability Section, when insured by this policy, but The Limit of Indemnity under the Employers' Liability Section in respect of any causes, events or actions stated under exceptions (1) (a) (i) and 1 (c) (i) shall be £5,000,000.
- (4) exception (1) (a) (ii) shall only apply to the following Sections, when insured by this policy
 - (a) Property Damage – Specified Contingencies
 - (b) Property Damage – All Risks
 - (c) Money and Assault
 - (d) Glass
 - (e) Engineering
 - (f) Business Interruption.

Additional Changes

The statement of fact for this policy has also been amended and now reads:

Neither You nor any of Your directors or partners involved with The Business have:

- in the last ten years, been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings
- in the last ten years, been the subject of a County Court Judgement, an individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree
- in the last ten years, been disqualified from being a company director
- ever had an insurance proposal declined, renewal refused or insurance cancelled or special terms imposed

- ever been convicted of or charged with (but not yet tried for) or been given an Official Police Caution in respect of any criminal offence other than a motoring offence which are not spent under the Rehabilitation of Offenders Act

In the last ten years, The Business has not been subject to an investigation by HM Revenue and Customs which has resulted in prosecution.

The Business has a permanent registered address.

You are not owned by an individual or entity which appears on the financial sanctions list of the United Nations, the European Union, United Kingdom or United States of America or any of its states

Neither You, nor any director or partner of Yours involved with The Business:

- has any company or business in any sanctioned territory
- exports to or operates in any sanctioned territory or has any business dealings with individuals or entities that are known to be sanctioned under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states-
- has any involvement with any products or components associated with weaponry, arms, or military goods

Note: A “sanctioned territory” as referred to above means any territory which appears on the financial sanctions list or is otherwise the subject of any trade or economic sanctions laws or regulations imposed by the European Union United Kingdom or United States of America or any of its states.

Property Owners Liability

You have never been prosecuted by the Environment Agency and/or been subject to Civil Sanctions and/or been required to pay clean-up costs following a pollution incident.

Losses and Claims History

The proposed cover(s) is/are based on the loss(es), claims, or incident(s) that might lead to a claim (in each case, whether insured or not), in connection with The Business or any other business in which You, Your directors or partners are, or have been, involved, as disclosed to Aviva.

Premises and Security

All Premises are occupied as advised to Us and these details are stated in The Schedule. Unless advised and accepted by Us:

- all Premises are, and will be maintained, in a good state of repair
- none of the Premises has suffered from nor is showing any signs of damage by subsidence, ground heave or landslip and none of the Premises is situated over made up ground or underground workings of any sort, or sited near a cliff
- all Premises are occupied for the sole purpose of The Business and otherwise only as private dwellings
- none of the Premises is unfurnished, unused or unoccupied
- the portions of all Premises You occupy can be separately locked to prevent access
- none of the Premises is located in an area with a history of flooding
- all Premises You occupy are protected by adequate security devices and/or intruder alarm systems

In addition to the information displayed in the section, Aviva also retains, and is entitled to rely upon, all other information that has been disclosed by You or Your Broker or, if applicable, that has been obtained from any surveys that Aviva has undertaken.

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

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