

Practice

Notice to policyholders

This document details the main changes to the updated Practice policy wording. It does not contain a record of every amendment or those made to individual client policies. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations and exclusions of the policy cover.

Fair processing notices

- Zurich's data protection statement has been updated.

Helplines

- Business Assistance helpline - the emergency repairs assistance service has been removed.

Section A and B - Excess

The escape water excess has been reduced to £250 unless otherwise stated on the schedule.

Section B - Additional cover extension applicable to cover 1 Contents - AGM, exhibition or conference cancellation

- The following exclusion has been moved to the AGM, exhibition or conference cancellation cover as it previously appeared under the trace and access cover in error:

We will not pay if:

- it is more specifically insured
 - your costs are recoverable from the conference facility.
- The minimum sum insured for Item 3 Computer and Ancillary Equipment has been increased to £50,000.

Section B - Cover 10 - Extensions to the Employers' liability cover

- Cover for legal defence costs incurred in defending proceedings brought under the following legislation has been clarified to state that payments will only be made if they relate to an event involving injury which is or may be the subject of indemnity under the policy:
 - the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - the Corporate Manslaughter and Corporate Homicide Act 2007.

Section B - Extensions to the Public and Products liability cover

- The Data Protection Act extension has been updated to refer to:
 - Sections 168 and 169 of the Data Protection Act 2018
 - Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation)

rather than referencing the Data Protection Act 1998 which has now been superseded.

The limit of indemnity of Indemnity provided by this extension is now limited to £1,000,000 in any one period of insurance. No indemnity will be provided in respect of:

- fines, penalties, liquidated, punitive or exemplary damages
 - the costs of notifying any person regarding loss of personal data
 - the cost of replacing, reinstating, rectifying or erasing any personal data
 - any deliberate or intentional criminal act or omission, committed by you, giving rise to any claim.
- Cover for legal defence costs incurred in defending proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 has been clarified to state that payments will only be made if they relate to an event involving injury and/or damage which is or may be the subject of indemnity under the policy.

Section B - Exclusions to the Public liability cover

- An abuse exclusion has been added which removes cover in respect of liability arising out of any abuse. 'Abuse' is defined as any single act or repeated acts involving a) physical contact or b) non-physical contact with a person, that results in that person being mentally or physically injured, caused by being i) maltreated, ii) sexually assaulted or undertaking sexual acts to which they have not consented or could not consent or pressurised into consenting or iii) subjected to repeated or continuing use of contemptuous coarse or insulting words or behaviours.

Section B - Exclusions to the Public and Products liability cover

- An asbestos exclusion has been added which removes cover in respect of liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivative.
- A cyber exclusion has been added which removes cover in respect of liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data. 'Data' in this exclusion has been defined as data of any sort whatever, 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 information whatever.

Section B - Extensions to the Employers' liability and Public liability cover

- The Computer Virus cover has been removed from the policy.
- Cover for legal defence costs incurred in defending proceedings brought under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 has been clarified to state that payments will only be made if they relate to an event involving injury and/or damage which is or may be the subject of indemnity under the policy.

Section C - Business interruption (if selected)

As a result of the FCA's recently announced test action case on the validity of Business Interruption claims, and to eliminate any uncertainty created as a result of the proceedings, we have amended the policy to provide you with greater certainty as to the operation of the relevant Business Interruption extensions, in addition to other changes, all as set out below.

- **Settling claims**
 - the following has been added to Item 1:
 - Adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the incident which would have affected the business had the incident not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the incident.
 - Any adjustment implemented in current cost accounting will be disregarded.
- **3. Prevention of access**
 - 'in the vicinity' has been changed to 'within a one mile radius'
 - a maximum indemnity period of 3 months has been applied
 - the limit has been changed to £25,000 in any one period of insurance.
- **5. Failure of public utilities**
 - a maximum indemnity period of 12 months has been applied.
- **6. Disease, vermin and suicide extension**
 - the extension has been renamed to 'Named diseases, vermin and suicide'
 - the 'Notifiable disease' definition has been renamed to 'Named disease'
 - Anthrax has been removed from the Named diseases list
 - a maximum indemnity period of 3 months has been applied
 - the limit has been changed to £25,000 in to any one period of insurance.

Section F - Legal expenses

The Data protection cover under the Legal Defence section of the policy has been updated to reflect the revised data privacy legislation in the UK and to remove specific reference to the Data Protection Act 1998 subject to a new restriction in respect of cyber risks.

General exclusions

A Communicable Diseases exclusion has been added to state that no indemnity will be provided by this policy arising directly or indirectly from a communicable disease or the fear or threat of a communicable disease. A 'communicable disease' shall mean any disease that can be transmitted from any organism to another organism by any substance or agent.

This exclusion does not apply to the following:

- Section B - Public and products liability cover - in respect of food or drink poisoning
- Section B - Employers' liability cover
- Section C - Business interruption - the cover specifically provided under the Additional cover extension titled Named diseases, vermin and suicide
- Section F - Legal expenses.

Zurich Insurance plc

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