



Key Changes Summary

This notice applies to customers on our previous Commercial Combined (COM) policies that are now being migrated to our current Business Combined (CMB) product.

Changes to your policy

Your policy has been re-issued onto a policy that is written in more up to date and clearer language and that is also available by electronic PDF, as well as on paper. This change will also allow us to consolidate into your policy document many of the changes to cover and excesses that have previously been applied by endorsement.

This document tells you about some important changes which will take effect from your renewal date. Your previous policy and your new policy do have various differences in definitions, cover, exclusions and conditions so it is important that you read this document.

However, this document does not form part of your policy contract. Please ensure you read the changes below in conjunction with your new policy wording and schedule. In the event that there is a conflict between these documents, the terms of your policy contract will prevail.

If you have any questions about your policy, whether that is in terms of cover or premium, please speak to your broker or insurance representative.

With kind regards

Your AXA team

Significant changes (If the section is applicable under your policy)

Employers' liability & Public and products liability sections

Safety legislation costs cover

Subject to the policy terms and conditions, we will pay up to £1m for each of 'Safety legislation costs' and 'Manslaughter Defence costs' in addition to the limit of indemnity applicable.

This cover now also

- includes Appeal costs provided Counsel appointed with our agreement advises that an appeal has good prospect of success.
- excludes costs and expenses of an appeal against improvement or prohibition notices
- excludes costs and expenses of any investigation or prosecution brought other than under the laws of the policy territories.

This cover was previously included but only within the overall limit of indemnity and with no separate limit applicable. Safety legislation costs now also extend to include new terrorism legislation.

Goods in Transit section

Your policy now incorporates exclusions relating to

- 1 Terrorism occurring in Eire.
- 2 Electrical or mechanical derangement unless caused by impact.

Legal expenses section

Your legal expenses section no longer provides cover in relation to disputes involving

- 1 the combustibility or fire safety defects of building construction.
- 2 computer virus, process, malicious code or similar used to inflict harm.

Property damage, Business interruption, Contractors all risks, Money, Specified all risks and Goods in transit sections

The following exclusions have been added or updated to these sections:

- 1 Cyber exclusion (replacing the Electronic risks exclusion).
- 2 updated Radioactive exclusion.
- 3 updated Date recognition exclusion (and added to Goods in transit).
- 4 Deliberate loss or damage exclusion added.
- 5 Disease exclusion incorporated (previously applied by endorsement)
- 6 Crypto currency exclusion.

Public and products liability and Financial loss (products) sections

Asbestos exclusion

All Public Liability sections of cover will now be subject to a standard exclusion of liability arising out of exposure to asbestos. However, for those customers where the previous policy did not contain a specific exclusion, we will offer you £1m of cover on a 'claims made' basis. Those policies that qualify for this cover will include the following endorsement

- PLC613 - Accidental release of asbestos (Claims made) cover.

Public and products liability section

Subcontractors (services) condition

Previously a variety of conditions may have been applied by endorsement. These have now been replaced by a single standardised condition that states that if you appoint a sub-contractor (other than an employed person) to carry out work on your behalf, you must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work that they have Public liability insurance in force throughout the period of their involvement.

Fungal pathogens exclusion

A new exclusion called Fungal pathogens has been added to your policy to clarify that cover will not be provided for claims arising from toxic mould/mildew and other Fungal pathogens.

The following new or revised conditions, restrictions or exclusions also now apply to your policy if the section is applicable under your policy

All sections

Fraud condition

Please note that this clause extends to include circumstances where the claimant knowingly:

- 1 makes a false statement in support of a claim (whether or not the claim itself is genuine)
- 2 submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

Third party rights condition

This states that contract between you and us will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Revised cancellation condition

Our revised cancellation condition provides you with a 14 day cooling off period at renewal as well as at inception of the policy.

Helpline number

New helpline numbers have been added to provide additional guidance on key topics.

Business interruption section

Accounts receivable

There is no longer any requirement to send to us the total value of accounts receivable every month but there is a requirement to that a copy of the accounts must be kept off-site.

Unspecified customers and suppliers cover

The maximum Indemnity Period has been changed to 12 months (where relevant).

Computer section

New cover extensions or increased limits

- 1 Accidental discharge of gas flooding systems cover
- 2 Automatic cover for additional computer equipment - increased from £300,000 to £500,000
- 3 Incompatibility of records cover - increased liability limit from £50,000 to £100,000
- 4 Waste Electrical and Electronic Equipment cover – increased liability limit from £10,000 to £100,000
- 5 Recovery of hardware
- 6 Security guard costs
- 7 Trace and access
- 8 Fire brigade charges
- 9 Extra hire or lease costs.

Employers liability, Public and products liability and Financial loss (products) sections

Your Employers liability, Public and products liability and Financial loss sections now cover newly acquired or newly formed companies from the date of acquisition or creation if they do the same type of business and are no more than 25% of your estimated turnover.

Employers liability and Public and products liability sections

The definitions of employees and of business activities have been extended and cover for your liability for loss of Directors and employed persons data has been moved from the Public and products liability section to Employers liability.

Financial loss (products) section

You may have previously requested this cover which was added by an endorsement. If so, this will have been replaced by a new section within your policy.

Your policy previously excluded losses arising out of late or non-delivery, wrongful delivery or misdirection of products supplied. This has been replaced by an exclusion of non-performance or non-completion of Services or for any delay or financial default or insolvency.

Please be aware that this section protects you against claims first made against you during the period of insurance. There is therefore an exclusion of claims caused by or arising from circumstances known to you, or of which you should have been aware, prior to the start of this section of the policy.

Legal expenses section

Employment disputes

This new condition updates the requirement to seek and follow advice to incorporate employee rights around retirement and anti-discrimination rights around age, gender re-assignment, marriage / civil partnership, pregnancy / maternity, religion / belief, sex and sexual orientation.

Tax protection

This cover is now subject to the following additional exclusions:

- 1 Any claim made where a Return submitted at the final filing date contains provisional figures for all of the trading income and expenditure items
- 2 An investigation under a voluntary disclosure made to the HMRC for omitted tax, National Insurance Contributions or VAT liabilities which become due as a result of your deliberate act
- 3 An investigation by HMRC into a tax planning arrangement, where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

Defamation/False statement

The Legal expenses cover excludes disputes or legal proceedings related to actual or alleged defamation or false statement.

Disclosure condition

This revised clause clarifies that the insured persons must instruct their appointed representative to provide the administrator with regular updates on the progress of the subject matter of any claim and inform the administrator as soon as possible if and when any circumstance adversely impacts the factors taken into account in granting the administrator's consent.

Instruction and choice of appointed representatives and Counsel condition

This revised clause details the responsibilities of the administrator and the insured person in selecting legal advisors. Please refer to the wording on Page 11 of the Legal Expenses section for full details.

Money and personal accident assault section

Unexplained loss exclusion

This policy does not cover loss or damage as a result of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

Property damage, Money and Selected all risks sections

Alarm condition

A standardised Alarm condition now applies to all relevant sections. For some customers, the following requirements may be new or have been reworded to include the following

- If the alarm system is not fully operative, you must make arrangements for the premises to be attended until the intruder alarm system is fully operational
- If the alarm cannot be reset following the key holder attendance, you must make arrangements for the premises to be attended until the intruder alarm system is fully operational.

Minimum standards of Security condition

This condition applies the standard physical security clause across all three sections of cover.

Property damage and Specified all risks sections

Collusion exclusion

The following clause has been added to clarify the intention of the policy

The policy excludes loss by theft or attempted theft caused by or in conjunction with the insured, partners, directors, employees, members of insureds family or anyone lawfully at the premises.

Property Damage Section

Unoccupied buildings condition

Your previous policy included a requirement to inform us if any of your premises were empty or unoccupied and at that point, we would inform you of the additional actions we would require you to take. Your new policy details these requirements in advance consisting of: -

- 1 complete any reasonable risk improvement we require
- 2 inform us of any damage to unoccupied premises/portions regardless if covered or not
- 3 carry out internal/external weekly inspections and keep a written record
- 4 remove all waste from inside the property and removed from the premises
- 5 all security and alarm protection to be put into operation
- 6 gas, water and electricity services (except to maintain fire/intruder alarm) and fuel supplies to be shut off
- 7 additional security we request must be implemented
- 8 all damage to be rectified immediately
- 9 letterboxes to be sealed
- 10 the final exit door to be secured by a 5 Lever Mortice Dead Lock to the standard laid down.

Workmen's condition

This condition notes that tradesmen are allowed on the premises to carry out repairs and minor structural alterations without prejudice to the cover. It is however a condition that if the work involves use of heat the insured must comply with the "Hot Work Permit System Condition" if this is applicable to your policy (please refer to your schedule to check if this applies).

Buildings definition

amended to include electric vehicle charge points and their cables and connectors charge points and their cables and connectors.

Maintenance condition

Added to provide greater guidance for you about your responsibilities to keep the property in good repair.

Munitions of war

Cover has been extended to include explosion of World War II ordnance.

Hot Work permit condition

The hot work permit condition has been updated.

Public and products liability and Financial loss (products) section

Your previous policy excluded liability arising out of products supplied which to your knowledge are for use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft.

This has been replaced by an exclusion of claims arising from any products which to your knowledge are for use in or on aircraft, hovercraft or device intended to travel through air or space.

Public and products liability section

Professional duty exclusion

Liability arising out of advice given for a fee was previously excluded by an endorsement attached to your policy. This is now excluded within the standard policy wording however please note that cover (for injury or property damage) is still provided where advice is given as part of a product service and no fee is charged. If you require cover for liability arising out of advice offered for a fee, please discuss this with your insurance advisor.

Punitive damages exclusion

This exclusion was previously specific to claims made against you in USA and Canada however this exclusion now applies to claims made against you anywhere.

Advertising liability

Cover has been added to provide protection for libel/slander and breach of trademark etc. in respect of any advertising, publicity, articles broadcast in connection with the business.

Suspension of cover condition

This condition has been added which allows us, upon discovery of a defect or danger, to temporarily suspend cover for those specific defects or dangers whilst you correct them whereas previously we could only cancel the whole Public and products liability section.

Limits of indemnity

The policies of a small number of customers only offered a £1m Limit of Indemnity. We have increased the Limit of Indemnity on all such policies to £2m without any additional charge.

Selected all risks section

Pollution or contamination exclusion

Your policy excludes loss or damage due to Pollution or contamination unless the damage is caused by

- pollution or contamination which itself results from a defined peril provided that peril is covered by this section
- any defined peril provided that peril is covered by this section, which itself results from pollution or contamination.

Wear and tear exclusion

This exclusion has been updated to exclude loss or damage arising from:

- inherent vice, latent defect, gradual deterioration, frost, change in water table level or its own fault or defective design or materials.

We will however cover subsequent damage which results from a defined peril.

Unattended vehicles condition

Your policy will exclude loss or damage due to theft or attempted theft from unattended vehicles unless:

- all doors and windows and other points of access have been closed and securely locked and there are outward signs of forced entry to the vehicle and
- Computer and computer equipment is stored out of view in locked compartment
- the vehicle is in a locked garage or a walled or fenced compound that is either locked or has a guard in constant attendance between the hours of 9 p.m. and 6 a.m.

It will be up to you to prove that any theft or attempted theft occurred before 9 p.m. and after 6 a.m.

