



Key Changes Summary

This notice applies to customers previously insured on our Business Plan Plus policy 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 has also allowed 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)

Business interruption section

The following revised exclusions or limits have been applied to your policy:

- 1** Denial of access due to damage in the vicinity – this is now limited to:
 - a** damage within a 1 mile radius
 - b** a maximum period of 3 months
 - c** 25% of the sum insured or £1m whichever is less
- 2** Failure of utilities (due to damage at the premises of the utility) – this is now limited to:
 - a** a maximum period of 3 months
 - b** 25% of the sum insured or £1m whichever is less
- 3** Losses due to damage at the premises of unspecified customers or suppliers:
 - a** cover was previously offered subject to a maximum of £100,000
 - b** this limit has been revised to £100,000 or 25% of your sum insured whichever is less
 - c** cover has been improved by covering storage locations and packer's premises.

Business interruption and Property damage sections

Maximum amounts payable under the policy

Instead of 'Sums insured' your previous policy relied on you telling us annually the value of your Buildings, Contents, Stock or Gross profit. Provided these were adequate as at renewal date and you have informed us of any significant changes to your business, the policy would indemnify you for any loss up to a policy limit (Buildings £3m for Buildings, Contents & Stock £2m and Business interruption £2m). Though this allowed great flexibility for customers with smaller values at risk, it was quite restrictive for larger customers whose sums insured were already close to these limits.

We are replacing the above with the following approach to help protect against inflation:

- 1** Buildings and Contents insurance inflation protection – we will issue your policy based on what is called a Day one average cover. Provided the estimated value at renewal was adequate, this will offer you a maximum sum insured that is 125% of that estimate to allow for inflation or other rises in costs that occur during the policy year or while your premises are being repaired.
- 2** Business interruption – we will issue your policy on what is called Declaration linked (133%) basis. Your premium will be based on your estimated Gross profit as at renewal but provided this estimate was accurate at the time, the maximum amount the policy could pay will be set at 133% of this amount to allow for unexpected inflation or improved business trends.
- 3** Capital additions – if you buy additional machinery or plant, or extend your premises, we will give you temporary cover of up to 10% of your sum insured or £100,000 (whichever is less) provided you tell us as soon as is reasonably possible and not later than 30 days after the addition.

Please take this opportunity to review your values at risk as it is your responsibility to provide us with a fair presentation of values at the renewal date.

Significant changes (if the section is applicable under your policy) *continued*

Employers' liability and 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' including new terrorism legislation and 'Manslaughter defence costs' in addition to the limit of indemnity applicable.

Under the Public and products liability section this cover now also:

- 1** includes Appeal costs provided Counsel appointed with our agreement advises that an appeal has good prospect of success.
- 2** excludes costs and expenses of an appeal against improvement or prohibition notices.
- 3** 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 limited to Safety legislation only and covered within the overall limit of indemnity with no separate limit applicable.

Goods in transit section

Your policy now incorporates an exclusion relating to Terrorism occurring in Eire.

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.

Money section

Non-negotiable money (crossed cheques, debit and credit card vouchers, crossed bankers' drafts etc) - your previous policy offered "unlimited" cover for losses of these items. Your new policy offers cover for up to £250,000 any one event.

Record keeping condition - your policy now specifies that you must keep daily records of the cash held in any safes you may have.

Personal accident section

New exclusions now apply relating to injury due to chemical weapons, insanity, polo, hunting and showjumping.

Significant changes (if the section is applicable under your policy) *continued*

Property damage section

Unoccupied buildings condition – revised conditions are now detailed as follows:

- 1** You must tell us as soon as you become aware:
 - a** of any buildings or portions of buildings at the premises becoming unoccupied or unoccupied buildings or portions of unoccupied buildings at the premises becoming occupied and you agree to:
 - i** pay any necessary additional premium as may be required by us
 - ii** complete any additional risk improvements which we may reasonably require
 - b** of any damage to the unoccupied buildings or unoccupied portions of buildings whether the damage is covered or not.
- 2** In respect of unoccupied buildings or unoccupied portions of buildings, you must ensure:
 - a** the buildings are inspected internally and externally at least once a week by you or on your behalf and a written record of the inspection is maintained by you
 - b** all refuse and waste materials are removed from the interior of the buildings and removed from the premises
 - c** you will secure the premises and put all protective, locking devices and any alarm protection in effective operation
 - d** gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the buildings (or in the case of individual flats or portions of a building, where they enter the flat or unoccupied part of the building)
 - e** you implement any additional protections that we may require within the time scale we specify
 - f** all damage to the premises must be rectified immediately
 - g** letterboxes must be sealed
 - h** the final exit door of the building(s) must be secured as follows:
 - i** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
 - ii** aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
 - iii** UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
 - iv** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.

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

Helpline number

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

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.

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

Excesses

Your policy will in future show Excesses on the policy schedule rather than being contained within various endorsements. Please be aware that we have also altered the minimum excesses for a number of different covers and perils (unless your existing excess is already higher):

Cover / Peril	Previous minimum excess	New minimum excess
Subsidence	£1,000	£1,500
Public liability – third party property damage	£100	£500
Money	£400	£350
Most other losses	£400	£450 to £500

Please refer to your policy schedule for details of all excesses on your policy.

Employers liability and Public and products liability sections

We now offer improved compensation for court attendance (£500/day for attendance relating to Employers and Public liability incidents and up to £100/day for relating to jury service).

The definitions of employees and of business activities have been extended to include a variety of ancillary activities. Please see your policy for full details.

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

The covers now automatically 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.

Financial loss (products) section – optional cover

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 now includes the following exclusions:

- 1** Your policy previously excluded losses arising out of late or non-delivery, wrongful delivery or misdirection of products supplied. This has now been extended to exclude claims arising out of your financial default or insolvency.
- 2** Exposure to, the presence of or remediations costs relating to asbestos.

Please be aware that you must notify any claims within 7 days of the expiry of the period of insurance.

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

Goods in transit section

Please note the following changes to your cover:

- 1** Removal of debris and reloading costs – this is now limited to £10,000 any one loss (previously no limit).
- 2** Goods on demonstration or approval or at packers premises – these are now automatically covered up to your policy limit.
- 3** Drivers' personal effects cover is increased to £500 and includes cover for clothing, watches and phones.
- 4** Now extends to include your communication and navigation devices up to £500.

Legal expenses section

Property disputes cover

This section has been reworded to offer cover as follows:

We agree to cover you against legal expenses incurred in any dispute or legal proceedings made by or brought against you

- 1** over the physical possession of the property, provided that all statutory and contractual notices have been correctly served by you
- 2** over the terms of a tenancy agreement between you and a contracting party relating to the use or maintenance of the property, including dilapidations
- 3** over the actual or alleged negligence, damage or nuisance to the property, other than with a tenant, provided that you will suffer financial loss if you fail to pursue or defend the dispute or legal proceedings.

New or revised exclusions or conditions

The following new or revised exclusions now apply:

- 1** Disputes or legal proceedings related to actual or alleged defamation or false statement.
- 2** Disputes relating to combustibility or fire safety defects of any composite panels, cladding or facades or cavity insulation of buildings
- 3** Tax protection - any claim made where a Return submitted at the final filing date contains provisional figures for all of the trading income and expenditure items
- 4** Property - any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the property whether or not the purchase is completed
- 5** Employment disputes – the policy condition requiring you to seek and follow advice on employee rights now extends to include rights around retirement and anti-discrimination rights around age, gender re-assignment, marriage/civil partnership, pregnancy/maternity, religion/belief, sex and sexual orientation
- 6** Contract disputes - now excludes Franchise contracts
- 7** Disputes relating to an act of Terrorism
- 8** Any legal disputes if you become insolvent or are placed in liquidation, receivership, administration, bankruptcy or voluntary arrangement.

We now provide compensation for jury service of £100 per day subject to maximum £1,000.

New or revised exclusions or conditions *continued*

Money section - Personal accident assault - Injury due to robbery or hold-up

We previously offered compensation to people aged 16 to 70 of:

- 1** Death, Loss of limb or Sight or Permanent total disablement £25,000
- 2** Temporary total disablement £100 per week for up to 2 years.

The age limits have now been removed and the compensation revised to:

- 1** Death, Loss of limb or Sight or Permanent total disablement £20,000
- 2** Temporary total disablement £200 per week for up to 2 years.

Property damage section

The following revised limits have been applied to your policy:

- 1** Emergency services damage to landscaped gardens - limit of £15,000 (previously no limit)
- 2** Trace and access (to find the source of water leaks) - limit of £25,000 (previously no limit).

And the following new covers will also now be included (see policy for full details):

- 1** Drains clearance – up to £5,000 (new cover)
- 2** Damage to underground pipes and services £5,000
- 3** Recharging of fire extinguishing fire appliances £10,000
- 4** Unauthorised use of utilities £5,000
- 5** Goods at unspecified storage sites maximum £5,000
- 6** Contracts works at your premises for which you are responsible £100,000
- 7** Post loss energy efficiency or environmental protection costs up to 10% of the sum insured
- 8** Freezer contents £5,000
- 9** Loss of metered water now includes gas as well as water limit £25,000
- 10** Fire brigade charges (if incurred)
- 11** Further investigation costs up to £100,000 or 10% of sum insured
- 12** Patterns and moulds anywhere in the UK £2,500
- 13** Theft of the fabric of the building £2,500 (also extends to Business interruption cover)

Buildings definition

This has been extended so you now have cover for canopies, CCTV, entry systems plus electric vehicle charge points.

Munitions of war

The previous 'War' exclusion has been altered to grant cover for explosion of World War II ordnance.

Property damage and Selected 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.

New or revised exclusions or conditions *continued*

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.

The following new covers have been included within your policy:

- 1** Advertising liability - protection against allegations of libel/slander, breach of trademark etc. in respect of any advertising, publicity, articles broadcast in connection with the business.
- 2** Environmental clean-up cover - cover for costs awarded against you for clean-up orders at third party premises up to £100,000. Please see your policy for full details.
- 3** Legionella - your policy now extends to include your liability for outbreaks of legionella but you need to comply with the following condition:

If you own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be under-taken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

The following new exclusions or limitations will apply to your policy:

- 1** 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. If your policy qualifies for this cover then your renewal will include an attachment with the following endorsement:
 - PLC613 - Accidental release of asbestos (Claims made) cover.
- 2** Fungal pathogens exclusion – this new exclusion 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.
- 3** Liability for Sudden and accidental pollution – your cover for any such incident is now limited to the Limit of Indemnity in any one year rather than for any one event.
- 4** Liability arising out of Terrorism events – your cover for liability for any such incident is now limited to the Limit of indemnity in any one year rather than for any one event.
- 5** Punitive damages exclusion - this exclusion was previously specific to claims made against you in USA and Canada however it now applies to claims made against you anywhere.

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.

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.

New or revised exclusions or conditions *continued*

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.

Selected all risks section

The following exclusions have been added or updated. Your new policy will exclude loss or damage arising out of:

- 1** Pollution or contamination - unless the damage is caused by a defined peril covered by this section
- 2** Inherent vice, latent defect, gradual deterioration, frost, change in water table level or its own fault or defective design or materials - unless the damage results from a defined peril.
- 3** Fraud and dishonesty (by you or your employees)
- 4** Theft or attempted theft from unattended vehicles unless:
 - a** Computer and computer equipment is stored out of view in locked compartment
 - b** the vehicle is in a locked garage or compound that is either locked or has a guard in constant attendance between the hours of 9 p.m. and 6 a.m.

Theft by employees (Optional cover)

This has been replaced by a new Theft by employee section which offers wider cover

- 1** Your previous policy covered losses occurring during the policy provided they were discovered and reported within 14 days after the expiry of the policy period. Your new policy covers losses occurring during the policy period and discovered within 24 months of expiry of the policy or termination of employment whichever is first.
- 2** We will now also cover losses that occurred during a previous policy period but discovered during the current period subject to the loss complying with the policy conditions which improves the cover you have had with us previously.

However, your new policy will include the following new exclusion:

Losses committed by an employee you are unable to identify by name.