

A large, abstract geometric pattern composed of numerous overlapping triangles in various shades of blue, creating a complex, crystalline structure that serves as a background for the main text.

**Business Commercial
Combined Insurance Policy
Notice of Change**

Business Commercial Combined Insurance Policy Notice of Change

New changes to your policy – PBCC110225

Your policy wording has been reissued in order to update, modernise and clarify the cover which is provided. This document summarises the key changes from **your** previous **policy**.

The **Policy** Wording has been significantly re-drafted and reformatted to make it clearer and easier to understand.

This document does not set out all the changes from **your** previous **policy**. Furthermore, it does not contain the full terms and conditions of the cover provided, which can be found in the **policy** documentation. It is important that **you** read **your policy** in full.

Please note, this summary will not reflect any variations or modifications to the **policy** which are specific to **you** – these will be confirmed by the **schedule** attaching to **your policy**.

Section 1. Policy Guide/How Your Policy Works

- 'Your Policy', 'Navigation' and '**Policy** period and premium payment' and 'Sum insured, limit(s) of indemnity, **sub-limits** and benefits' Clauses' have been added to provide further detail and clarity around how the **policy** has been constructed and the operation of **policy** indemnity limits.
- The 'Cancellation' clause has been updated to provide further clarity around administrative charges and refund conditions.

Section 2. Helplines

- **Section** updated to reflect correct contact details.

Section 3. Duties in the event of a Claim

- 'Our Rights' Clause has been expanded to set out the circumstances in which, having relinquished control of a claim, **we** may seek reimbursement of **defence costs**.

Section 4. Property Cover

- 'Debris removal' Clause introduces a 250-metre radius to clarify geographical limits of cover for debris removal from **damaged property**.
- 'Decontamination and/or decommissioning' Clause coverage extended so that cover applies regardless of **damage**.
- The former 'European Union and public authorities clause' has been renamed 'Building Regulations – costs of compliance'. The terms have been updated for clarity.
- 'Trace and access costs' clause coverage **sub-limit** of **£25,000** now applies per **occurrence** and in the aggregate.
- The "Fire extinguishment expenses and emergency services **damage**" clause has updated for clarity. The **sub-limit** has been removed.
- 'New acquisitions' clause amended so that a **£500,000 sub-limit** now applies per **occurrence** and in the aggregate.
- Improved cover through increased **sub-limits** for the following clauses:
 - a) Exhibitions and trade fairs - **£75,000** per **occurrence**;
 - b) Glass breakage - **£50,000** per **occurrence**
 - c) Lock replacement - **£10,000** per **occurrence** and in the aggregate;
 - d) Metered water or gas - **£25,000** per **occurrence**; and
 - e) Theft **damage** to uninsured structures - **£50,000** per **occurrence**
- New 'Valuables' cover added.
- 'Excluded **Property**' exclusion has been updated for clarity and now explicitly excludes **unmanned aerial vehicles** (drones).
- 'Waste – CONDITIONS PRECEDENT' and 'Battery Charging at the Premises outside Business Hours – CONDITIONS PRECEDENT' clauses have been added.

Section 5. All Risks - Specified Business Equipment Cover

- The 'Unattended vehicle' exclusion now requires forcible and violent entry for theft claims.

Section 6. Computer Breakdown Cover

- Insuring clause amended to make clear that the cover applies to **computer equipment** only, rather than any **property insured**.
- "Additional increased cost of working" clause has been amended to clarify that cover is not available for additional increased cost of working costs that are the subject of a claim under the '**Business Interruption**' Section.
- 'Incompatibility of computer records' clause coverage has been improved as the **£10,000 sub-limit** no longer applies on an aggregate basis.
- 'Exclusions to Cover' **sub-section** amended to include explicit cyber risk exclusions and losses resulting from certain causes that originate outside the **computer equipment**.

Section 7. Business Interruption Cover

- Insuring clause amended to make clear that the **'Business Interruption' Section** will not cover losses arising from a delay in replacement of **damaged property** due the policyholder's failure to obtain sufficient **property** insurance cover.
- 'Book debts' clause amended to include an exclusion relating to cyber risks.
- 'Denial of access' clause cover improved by extension of the 250-metre limit to one mile.
- 'Notifiable disease, murder or suicide, food or drink poisoning' renamed 'Specified disease, murder or suicide, food or drink poisoning'. The terms have been significantly extended and a new 'specified disease' definition added. The clause **sub-limit** has been increased to **£10,000 per occurrence** and **£50,000** in the aggregate.
- 'Utilities supply' clause renamed 'Failure of public supply'. The **sub-limit** of indemnity now applies per **occurrence** and in the aggregate.
- 'Exhibitions' Clause amended so the **sub-limit** of indemnity now applies per **occurrence** and in the aggregate.
- 'Waste – CONDITIONS PRECEDENT' and 'Plant Battery Charging at the Premises outside Business Hours – CONDITIONS PRECEDENT' clauses have been added.

Section 8. Terrorism Cover

- 'Virus or similar mechanism, hacking, phishing or denial of service' exclusion has been amended to include additional terms relating to cancelled events due to property damage.
- 'Restricted Items' clause has been amended to remove the reference to long term agreements.

Section 9. Money Cover

- 'Assault' Coverage improved with increased benefits following assault to an **insured person**. The definition of **Insured Person** has been amended.
- 'Clothing or personal effects' coverage improved through the removal of the **sub-limit**.

Section 10. Fidelity Guarantee Cover

- Redrafted for clarity and ease of use.

Section 11. Goods in Transit Cover

- 'Employees' Effects' Coverage improved with increased **sub-limit** of indemnity of **£1,000 per occurrence**.
- 'Theft' coverage clause introduced to clarify scope of cover.
- 'Theft' exclusion amended for greater clarity.

Section 12. Property Related Exclusions

- 'Aircraft travelling at supersonic speeds' exclusion amended to include **unmanned aerial vehicles**.
- 'Communicable disease' exclusion expanded to include action by competent authorities.
- 'Gradual change' and 'Micro-organism' clauses replaced by the 'Gradual or environmental changes' clause.
- 'Riot' exclusion extended to include injury peril and the following additional causes: strikes and strikers, locked-out workers, persons taking part in labour disturbances or malicious persons or any unlawful association.

Section 13. Personal Accident Cover

- **Section** extensively redrafted and **Section**-specific definitions added.
- Insuring clause amended to clarify that **benefit** payments for **temporary total disablement** or **temporary partial disablement** will be made on a weekly basis.
- 'Funeral Expenses' coverage improved by increase in the **sub-limit** to **£10,000**.

Section 14. Employer's Liability Cover

- 'Costs and expenses clause' removed and incorporated into the main insuring clause. The cover for **defence costs** has been updated to incorporate a new **non-panel firm defence costs** clause.
- 'Statutory **defence costs** including Health and Safety At Work, etc. Act 1974' clause replaced by 'Manslaughter and Statutory **Defence Costs**' clause, which has a combined **limit of indemnity** of **£2,000,000**.
- 'War and terrorism' extension amended so that **defence costs** are provided in addition to the **£5,000,000 sub-limit**.

Section 15. Public Liability Cover

- Insuring Clause amended. The 'Public Liability' and 'Pollution Liability' insuring clauses have been separated to provide greater clarity. The 'Pollution Liability' insuring clause has been amended and provides cover where the pollution is caused by sudden, identifiable, unintended and unexpected **occurrence**. Exclusions relating to previously owned **premises** and **pollution** in **North America** have also been added to the 'Pollution' clause.
- The cover for **defence costs** has been updated to incorporate a new **non-panel firm defence costs** clause.
- 'Data Protection' extension updated to reflect changes in legislation. Cover has been improved by increasing the **sub-limit** to **£1,000,000** per **occurrence** and in the aggregate.
- 'Environmental statutory liability' Clause amended to reflect the updated 'Pollution' clause language. Coverage has been improved with the addition of cover for **preventative costs**.
- 'Run off cover for legionella claims' made basis clause has been removed. Legionella cover is now available as part of the 'Pollution' cover.

Section 16. Products Liability Cover

- 'Products Liability' covering clause amended to provide greater clarity.
- 'Pollution' Exclusion removed.
- The cover for **defence costs** has been updated to incorporate a new **non-panel firm defence costs** clause.

Section 17. Public Liability & Products Liability – Coverage Extensions

- **Section** coverage improved by the addition of a new 'Advertising Liability' extension with a **£1,000,000 sub-limit** per **occurrence** and in the aggregate.
- The cover for **defence costs** has been updated to incorporate a new **non-panel firm defence costs** clause.
- 'Statutory **defence costs** including Health and Safety At Work, etc. Act 1974' clause replaced by 'Manslaughter and Statutory **Defence Costs**' clause, which has a combined limit of indemnity of **£2,000,000**.

Section 18. Public Liability & Products Liability - Exclusions

- 'Advice, design or plans' exclusion broadened so that it applies regardless of whether or not a fee has been charged.
- 'Financial Loss' exclusion amended, so that the exclusion now does not apply to claims under the 'Data Protection' clause in '**Public Liability**' **Section**.
- 'Pollution' Exclusion added.
- 'Rectification of defective work' exclusion added from '**Products Liability**' **Section**.

Section 19. Conditions Precedent to Public and Products Liability

- 'Subcontractors Insurance Check – CONDITIONS PRECEDENT' Clause amended to provide further conditions concerning verification of subcontractors' public liability insurance.
- 'Heat away from premises – CONDITIONS PRECEDENT' Clause updated and separate 'Burning Debris – CONDITIONS PRECEDENT' Clause added.

Section 21. General Exclusions

- Cyber Risks exclusions updated. Two **Section**-specific cyber exclusions have been added.
- Updated 'Nuclear Hazards and Weapons' exclusion added to address the use of chemical, biological, biochemical or electromagnetic weapons.
- New Exclusions added:

- 'War, Cyber War and Cyber Operation'; and
 - 'Fines, penalties or multiplication of compensatory damages'.
- 'Fees for intervention' added from '**Employers' Liability' Section**.
- 'Deliberate acts' exclusion added to this **Section**.

Section 22. General Terms and Conditions

- 'Arbitration' Clause updated to include details about the Financial Ombudsman Service.
- 'Expert Opinion' – previously addressed by Clause 3.4 – 'Conflict of Interest' Clauses have been added.
- 'Contribution' Clause replaced by the 'Other Insurance' Clause. This sets out how the **policy** responds in circumstances where another valid and collectible insurance **policy** provides cover for a loss that is the subject of a claim under this **policy**.
- 'Reasonable Precautions Clause' replaced by the updated 'Minimisation of risk' Clause.
- 'Law applicable to this **policy**' Clause replaced by the 'Applicable law and jurisdiction' Clause.
- The following clauses have been removed: 'Basis of contract' and 'Late payment of claims'.

Section 23. Definitions

- Additional explanatory language added to improve clarity and ease of reference.
- A number of new definitions have been added, including: **(to) cause / caused by; (to) contribute to / contribute by; Cyber operation; Data protection law; Data protection regulator; Impacted state; Legal costs; Machinery, plant and all other contents; Panel firm; State, Schedule, and Specified states**.
- Various definitions have been amended: **Act of terrorism; Advertising injury; Business; Communicable disease; Computer system; Costs and expenses; Damage/damaged; Defence costs; Denial of service attack; Employee; Hacking; Insurable gross profit; Insured/you/your; Insurer/us/we/our; North American jurisdiction; Nuclear hazards; Occurrence, Offshore; Other insured party(ies); Personal injury; Phishing; Preferred law firm; Product; RIDDOR; Standard gross revenue; Standard rent receivable; Storm; Sub-limit; Territory; Trend adjusted; Virus or similar mechanism; Unoccupied; War; We/us/our/insurer; and Work away**.

New changes to your policy – PBCC100723

ARAG Commercial Legal Expenses

The 'Legal Expenses' section has been amended to reflect ARAG Group's acquisition of DAS UK. The changes made to this section were purely made in the context of DAS' rebranding project so only DAS' websites, emails addresses and brand names were changed into 'ARAG'. The cover provided under this section, only if purchased, remains the same.



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