

# Care Insurance policy pack

## Updates to your policy wording



This Notice changes the terms of any sections contained in your policy booklet, whether you have chosen to include that section or not. Please check your policy schedule to see the sections that apply in your case. Before paying your premium please make sure that the cover provided meets your needs. By continuing to insure with us you accept these changes; they form part of your policy so please keep them with your policy booklet.

**Effective date**  
1 January 2010

**Policy number**  
07/PIP/0027207

**Insured**  
Mr S Hill

**Our update reference**  
DAP/PIP/IDPARD/CM/NB

### Summary of changes

#### Notifiable/Infectious diseases

In many of our policies, under the Business interruption or Consequential loss section we provide cover for loss of income following the occurrence of an infectious disease, usually described as a 'notifiable' disease which is one the relevant local authority has stated must be notified to them. It is not always clear to our customers what these diseases are, and recent new viruses and pandemics such as the H1N1 (swine flu) virus have led us to review the cover we provide.

From the effective date of this Notice, Ecclesiastical will continue to offer cover for **specified diseases** rather than for 'notifiable' or any infectious or contagious disease. We are sorry that it is not economically viable for us to provide cover for pandemic viruses, but with this approach you can be clear on what is covered.

At the same time we are limiting the time span we will cover to 3 months per incident and the amount we will pay to £250,000 or 25% of the sum insured, whichever is the less. However, we are prepared to consider an extension to these limits for the payment of additional premium. Please let us know if you wish to include extended cover.

#### Prevention of access

In many of our policies, under the Business interruption or Consequential loss section we provide cover for loss of income if access to your property is prevented or hindered by, amongst other things, the actions of the Government, Police or Local Authority due to an emergency which could endanger human life or neighbouring property. This cover was never intended to operate in circumstances where infectious diseases are concerned and we have added an exclusion to confirm this.

#### Reinstatement of data

In many of our policies, we provide cover for the costs of reinstating computer data following damage by the insured events to the computer equipment at your premises. This cover can be given under Business interruption, Consequential loss and Equipment breakdown sections. However, we expect you to take reasonable steps to back-up the information held, and there is a new policy condition which

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explains the minimum steps we require. The condition should not be onerous; the requirement to store copies 'off-site' can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

### **Corporate manslaughter defence costs**

If the Liabilities cover is in force under your policy, then we are providing cover for legal costs where prosecutions are brought under recent Corporate Manslaughter and Corporate Homicide legislation.

### **Endorsement 1**

#### **Applicable to any Business interruption or Consequential loss section of the policy booklet**

Any Infectious or contagious disease murder food poisoning defective sanitation vermin extension or Notifiable disease extension is amended and now stands as follows

#### **Specified disease murder food poisoning defective sanitation vermin**

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the BUSINESS carried on by YOU at the PREMISES in consequence of

- a) any occurrence of a SPECIFIED DISEASE (listed below) at the PREMISES
- b) any discovery of an organism at the PREMISES resulting in or likely to result in the occurrence of a SPECIFIED DISEASE (listed below)
- c) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the PREMISES
- d) any accident causing defects in drains or other sanitary arrangements at the PREMISES
- e) any discovery of vermin or pests at the PREMISES

which causes restrictions in the use of the PREMISES on the order or advice of the competent local authority

- f) murder rape or suicide at the PREMISES

SPECIFIED DISEASE means

Acute encephalitis	Measles	Relapsing fever
Acute poliomyelitis	Meningitis	Rubella
Anthrax	Meningococcal	Scarlet fever
C Difficile	septicaemia (without	Smallpox
Cholera	meningitis)	Tetanus
Diphtheria	Mumps	Tuberculosis
Dysentery	MRSA	Typhoid fever
Legionellosis	Norwalks	Typhus fever
Legionnaires disease	Ophthalmia neonatorum	Viral haemorrhagic fever
Leprosy	Paratyphoid fever	Viral hepatitis
Leptospirosis	Plague	Whooping cough
Malaria	Rabies	Yellow fever

Special conditions applicable to this extension

For the purposes of this extension

- (i) WE shall not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
- (ii) WE shall only be liable for the loss arising at those PREMISES which are directly affected by the occurrence discovery or accident. In the event that the policy includes an extension which deems DAMAGE at other locations to be DAMAGE at the PREMISES such extension shall not apply to this extension
- (iii) INDEMNITY PERIOD shall mean the period during which the results of the BUSINESS shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the PREMISES are applied (or in the case of f) above with the date of occurrence) and ending not later than three months thereafter
- (iv) OUR liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of a) the sum insured by the items or b) the limit of OUR liability by the items if the declaration linked basis applies

**Endorsement 2**

**Applicable to any Business interruption or Consequential loss section of the policy booklet**

The insurance by any Prevention of access or Denial of access extension excludes the following

closure or restriction in the use of the PREMISES due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or

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likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements or vermin or pests

### **Endorsement 3**

#### **Applicable to any Business interruption or Consequential loss section and Equipment breakdown section of the policy booklet**

Any Reinstatement of data extension is amended to include the following condition

It is a condition precedent to OUR liability in respect of the extension for Reinstatement of data that YOU comply with the following special condition

#### **Special condition – Back up records**

YOU shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and take all reasonable precautions to maintain records in accordance with the makers recommendations

### **Endorsement 4**

#### **Applicable to any Liabilities section of the policy booklet**

#### **Corporate Manslaughter Defence Costs**

The Employers' Liability and Public & Products Liability cover of this policy is extended to indemnify the INSURED in respect of legal costs and expenses incurred with OUR prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the BUSINESS

Provided that:

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1. OUR liability under this extension shall not exceed £1,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
  2. if this policy provides legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the legal expenses section
  3. where WE have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount

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already paid by US will be taken into account in calculating OUR liability under this extension

4. WE must consent in writing to the appointment of any solicitor or counsel who is to act for and on YOUR behalf
5. YOU shall notify US immediately about any summons or other process served upon YOU which may give rise to a claim under this extension
6. any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

1. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance  
However this exclusion shall not apply in the circumstances outlined in proviso 2
2. in respect of any proceedings which result from any deliberate act or omission of the INSURED or any partners directors or managerial employees of the INSURED while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
3. in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

