

## ADDENDUM TO YOUR HENCILLA CANWORTH COMMERCIAL COMBINED TERMS AND CONDITIONS

This document details changes made to the **HENCILLA CANWORTH COMMERCIAL COMBINED** Terms and Conditions; therefore, it is important that you read all of the information contained in this Addendum with your Policy Terms and Conditions

If you have any queries about the information included in this document please telephone **HENCILLA CANWORTH** on **02086865050** or email at **MAIL@HENCILLA.CO.UK**

**THE TERMS AND CONDITIONS OF THE HENCILLA CANWORTH COMMERCIAL COMBINED POLICY ARE AS DETAILED BELOW, AND REPLACE THE DETAILS PRINTED IN YOUR POLICY DOCUMENTATION. THE CHANGES TAKE EFFECT FROM 6<sup>TH</sup>**

**APRIL 2022**

Policy Exclusions	
Description	Policy Exclusions - addition of Electronic Risk Exclusion
	<p><b>The following Electronic Risk Exclusion is added</b></p> <p><b>Electronic Risk Exclusion</b></p> <p>1) Notwithstanding any provision to the contrary within this policy or any Endorsement thereto, this policy excludes all loss, Damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:</p> <p>a) loss of, alteration of, or Damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2)</p> <p>b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data unless subject to the provisions of paragraph 3).</p> <p>2) Notwithstanding paragraph 1) above, and subject to all terms, Conditions and Exclusions of this policy or any Endorsement thereto, this policy covers Damage to Property insured under this policy and any consequential loss directly resulting therefrom where such Damage is directly occasioned by any of the Listed Perils as described below.</p> <p>3) Notwithstanding sub paragraph 1) b) above, in the event that hardware or the Data storage device of a Computer System insured under this policy sustains Damage caused by a Listed Peril –which results in Damage to or loss of Data stored on that hardware or the Data storage device, then the Damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data shall only be the costs of reproducing Data if such costs are indemnified under this policy . Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Data, but does not include the value of the Data to You or any other party even if such Data cannot be recreated, gathered or assembled.</p> <p>For the purposes of this Exclusion the following Definitions apply:</p> <p><b>Computer System</b> means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.</p> <p><b>Data</b> means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.</p> <p><b>Listed Peril</b> means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.</p>

Policy Exclusions	
Description	Policy Exclusions - Addition of Communicable Disease Exclusion
	<p><b>The below Communicable Disease Exclusion is added</b></p> <p><b>Communicable Disease Exclusion</b></p> <p>Not applicable to Employers Liability Section, Public Liability Section and Products Liability Section if insured by this policy</p> <p>1) Notwithstanding any provision to the contrary in this insurance, this insurance excludes coverage for any loss, Damage, liability, claim, cost or expense of whatsoever nature,</p>

	<p>directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:</p> <ol style="list-style-type: none"> <li>a) a Communicable Disease; or</li> <li>b) the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.</li> </ol> <p>The above exclusion includes, without limitation to the scope of the foregoing:</p> <ol style="list-style-type: none"> <li>1. any cost to clean up, detoxify, remove, monitor or test: <ol style="list-style-type: none"> <li>a) for a Communicable Disease; or</li> <li>b) any Property insured hereunder that is affected by such Communicable Disease, and</li> </ol> </li> <li>2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Communicable Disease.</li> </ol> <p>2) However, paragraph 1) shall not apply to physical loss or destruction of, or Damage to, Property and any resulting consequential loss, to the extent that You establish that such physical loss, destruction or Damage was directly caused by:</p> <ol style="list-style-type: none"> <li>a) Terrorism (as defined in this policy), or</li> <li>b) a Listed Peril as described below</li> </ol> <p>where specifically insured by this insurance.</p> <p>All other terms, Conditions and Exclusions of the insurance remain the same.</p> <p>For the purposes of this Exclusion the following Definitions apply:</p> <p><b>Communicable Disease</b> means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"> <li>1) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and</li> <li>2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and</li> <li>3) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.</li> </ol> <p><b>Listed Peril</b> means one of the following perils if specifically insured by this insurance:  Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; subterranean Fire, flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse</p>
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<b>Public Liability Subsection - Communicable Disease Limit of Liability in the aggregate</b>	
Description	Public Liability Subsection - amendment to the Limit of Liability
Amended to	<p><b>Limit of Liability 1.2 is added as below</b></p> <p>1.2) the Limit of Liability under this Section for all damages payable in respect of all occurrences arising directly or indirectly from Communicable Disease during any one Period of Insurance and in the aggregate shall not exceed £1,000,000 inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule</p>

	<p>The definition of Communicable Disease is</p> <ol style="list-style-type: none"> <li>1) Coronavirus being: <ol style="list-style-type: none"> <li>a) any coronavirus; or</li> <li>b) any disease caused by any coronavirus; or</li> <li>c) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.</li> </ol> </li> <li>2) Any other infectious disease in humans which has been determined or declared to: <ol style="list-style-type: none"> <li>a) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or</li> <li>b) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.</li> </ol> </li> </ol>
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<b>Products Liability Subsection - Communicable Disease Limit of Liability in the aggregate</b>	
Description	Public Liability Subsection - amendment to the Limit of Liability
Amended to	<p><b>Limit of Liability 1.2 is added as below</b></p> <p>1.2) the Limit of Liability under this Section for all damages payable in respect of all occurrences arising directly or indirectly from Communicable Disease during any one Period of Insurance and in the aggregate shall not exceed £1,000,000 inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule</p> <p>The definition of Communicable Disease is</p> <ol style="list-style-type: none"> <li>1) Coronavirus being: <ol style="list-style-type: none"> <li>a) any coronavirus; or</li> <li>b) any disease caused by any coronavirus; or</li> <li>c) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.</li> </ol> </li> <li>2) Any other infectious disease in humans which has been determined or declared to: <ol style="list-style-type: none"> <li>a) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or</li> <li>b) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.</li> </ol> </li> </ol>

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