



# Significant changes summary

This notice applies to AXA Business Combined customers.

## Changes to our policy wordings

The AXA Business Combined policy wording has been relaunched to ensure it remains aligned to market standards and continues to reflect our customers' needs. Our customers will be moved onto the new version of this wording at their next renewal.

The previous policy and the new policy have various differences in definitions, cover, exclusions and conditions but overall, the new policy provides cover more aligned to today's customers' needs.

This document tells you about those changes that will take effect from the renewal date as a result of being moved onto the relaunched policy wording. It details the significant changes to all available sections of the Business Combined policy. Some of the sections may not be covered. The sections of cover that apply to the policy are shown as 'insured' under the cover summary which is in the schedule.

**This document does not form part of the policy contract. Please ensure you read the changes below in conjunction with the new policy wording and schedule. If there is a conflict between this document and the new wording, the terms of the policy will apply.**

If you have any questions about the policy, whether relating to cover or premium, please speak to your normal AXA contact. They will be able to give you all the information and advice you need to make any decision about the cover.

With kind regards

Your AXA team

## General introduction section

### New or improved covers and benefits which apply to your new policy:

- Important phone numbers added. New helplines provided, free of charge, for
  - Glass replacement service
  - Legal and tax advice
  - Emergency helpline
  - Lifestyle counselling helpline and Online support services.
- Cancellation condition amended to now provide you with additional cancellation rights in respect of renewals.

### Other changes or clarifications which apply to your new policy:

- Claims telephone helplines now included within the new Important phone numbers section to make it easier for you to contact our claims teams.
- Claims procedures condition amended to clarify our communication with you. We have also clarified how we will assess your claim.
- Reasonable care condition amended to clarify that risk improvements must remain in place throughout the duration of the policy.

## Property damage section

### New or revised restrictions and exclusions which apply to your new policy:

- Disease exclusion added. Diseases were previously excluded by an endorsement to your Property damage section. This exclusion has now been moved into the Property damage section of the policy wording.
- Cyber exclusion. Revised exclusion previously called Electronic risks exclusion. The wording has been clarified and now uses the new definitions of cyber act and cyber incident.
- Deliberate loss or damage exclusion added. Previously damage was only covered if it was accidental. This exclusion of deliberate loss or damage adds clarity to when damage is not covered.
- Radioactive contamination exclusion. Revised exclusion clarifies what we mean by radioactive contamination and the causes of loss that are not covered.
- Motor vehicle and other property exclusion amended. This now excludes electronic cryptographic or virtual currency.
- Maintenance condition added which requires you to maintain your property in a good state of repair.

### New or improved covers and benefits which apply to your new policy:

- Buildings definition now includes electric vehicle charge points fixed to your building, their tethered cables and connectors.
- Munitions of war cover added to provide cover for damage from the detonation of World War II munitions of war.
- Minimum security standards condition amended to remove the requirement to lock down higher value equipment.

### Other changes or clarifications which apply to your new policy:

- Damage definition amended to clarify what we mean by damage.
- Storm definition added to clarify what we mean by storm.
- Flood definition amended to clarify what we mean by flood.
- Public authorities (including undamaged property) cover. Revised cover previously called European Community and public authorities (including undamaged property) cover. Cover amended to remove reference to the European Community now that the UK have left the EU.
- Subsidence exclusion amended to clarify which parts of the exclusion continue to apply when Subsidence cover is purchased. This provides consistency with the wording of the Subsidence cover.
- Average condition amended to include 15% leeway before losses are proportionately reduced. However it now applies to all items (previously certain items were excluded).
- Minimum security standard condition amended to reflect the British Standards update for cylinder locks.

- Alarm condition updated to reflect current accreditation bodies and reference codes.
- Hot works permit condition amended to clarify your responsibilities. Also uses the new hot work definition.
- Unoccupied buildings condition amended to reflect the British Standards update for cylinder locks.
- Deep fat frying condition updated to reflect current technical specifications.

## **Business interruption section**

### **New or revised restrictions and exclusions which apply to your new policy:**

- Denial of access cover has been amended and now excludes cover caused by drought. The limit has been amended to the lower of either the limit shown in your schedule or £1,000,000.
- Failure of selected public supplies cover has been amended. The limit has been amended from the lower of the limit shown in your schedule or 25% of the annual figure upon which your sum insured is based to the lower of either 25% of the annual figure upon which your sum insured is based or the limit in your schedule or £1,000,000.
- Unspecified customers cover has been amended. The maximum indemnity period has reduced from the main maximum indemnity period shown on your schedule to a maximum of 12 months. The limit has reduced from the limit shown in your schedule to the lower of the limit shown in your schedule or 25% of the annual figure on which your sum insured is based.
- Unspecified suppliers cover has been amended. The maximum indemnity period has reduced from the main maximum indemnity period shown on your schedule to a maximum of 12 months. The limit has reduced from the limit shown in your schedule to the lower of the limit shown in your schedule or 25% of the annual figure on which your sum insured is based.
- Motor vehicle and other property exclusion has been amended and now excludes pitch fibre pipes and electronic cryptographic or virtual currency.
- Terrorism and Northern Ireland exclusion amended to clarify that your policy does not provide cover for terrorism in the Rest of the World.
- Disease exclusion added. Diseases were previously excluded by an endorsement to your Business interruption section. This exclusion has now been moved into the Business interruption section of the policy wording.
- Cyber exclusion. Revised exclusion previously called Electronic risks exclusion. The wording has been clarified and now uses the new definitions of cyber act and cyber incident.
- Radioactive contamination exclusion. Revised exclusion clarifies what we mean by radioactive contamination and the causes of loss that are not covered.

### **Other changes or clarifications which apply to your new policy:**

- Denial of access cover has been amended to clarify that cover excludes failure of the public supply of utilities as this is provided by a separate cover within your Business interruption section.
- Denial of access (non damage) cover has been amended. This optional cover was previously amended by an endorsement to your Business interruption section. This has now been included in the Business interruption section of the policy wording.
- Essential employees cover was previously amended by endorsement. This has now been included in the Business interruption section.
- Limit of cover condition added to clarify that we will not pay more than the sum insured regardless of the number of parties insured or premises covered.
- Subsidence exclusion amended to clarify which parts of the exclusion continue to apply when Subsidence cover is purchased. This provides consistency with the wording of the Subsidence cover.
- Loss of attraction cover was previously amended by endorsement. This has now been included in the Business interruption section.
- Murder suicide or disease cover was previously amended by endorsement. This has now been included in the Business interruption section.
- Failure of selected public supplies terminal ends cover was previously amended by endorsement. This has now been included in the Business interruption section.

## Money and personal accident assault section

### New or revised restrictions and exclusions which apply to your new policy:

- What is covered, Part 1 Money has been amended. Negotiable money in transit is now only covered within the policy territories.
- Disease exclusion added. Diseases were previously excluded by an endorsement to your Money section. This exclusion has now been moved into the Money section of the policy wording.
- Cyber exclusion. Revised exclusion previously called Electronic risks exclusion. The wording has been clarified and now uses the new definitions of cyber act and cyber incident.
- Radioactive contamination exclusion. Revised exclusion clarifies what we mean by radioactive contamination and the causes of loss that are not covered.

### Other changes or clarifications which apply to your new policy:

- Negotiable money definition amended to clarify that no cover is provided for electronic cryptographic or virtual currency.
- Non-negotiable money definition amended to clarify that no cover is provided for electronic cryptographic or virtual currency.
- Storm definition added to clarify what we mean by storm.
- Flood definition added to clarify what we mean by flood.
- Minimum security standard condition amended to reflect the British Standards update for cylinder locks.

## Computer section

### New or revised restrictions and exclusions which apply to your new policy:

- Insured event definition part 6 was previously amended by an endorsement to your Computer section. This amendment has now been moved into the Computer section of the policy wording.
- Disease exclusion added. Diseases were previously excluded by an endorsement to your Computer section. This exclusion has now been moved into the Computer section of the policy wording.
- Cyber exclusion. Revised exclusion previously called Virus or similar mechanism or hacking exclusion. The wording has been clarified and now uses the new definitions of cyber act and cyber incident.
- Deliberate loss or damage exclusion added. Previously damage was only covered if it was accidental. This exclusion of deliberate loss or damage adds clarity to when damage is not covered.
- War risks exclusion updated. This applies to both war and cyber operations and actions and uses the new definitions for Cyber Action, Cyber Operation, State and War.

### New or improved covers and benefits which apply to your new policy:

- Accidental discharge of gas flooding systems cover amended. The limit has been increased from £25,000 to £100,000.
- Automatic cover amended. The limit has been increased from £300,000 or 25% of the sum insured under part 1 whichever is the less to £500,000 or 25% of the sum insured under part 1 whichever is the less.
- Incompatibility of records cover amended. The limit has been increased from 50% of the sum insured under part 2 or £50,000 whichever is the less to 50% of the sum insured under part 2 or £100,000 whichever is the less.
- Recovery of hardware cover added to provide cover for investigating and recovering lost or stolen hardware.
- Security guards cost cover added to provide cover for the cost of temporarily employing security guards.
- Fire brigade charges cover added to provide cover for charges for the fire service attending your premises.
- Extra hire or lease costs cover added to provide cover for extra costs arising out of changes to an existing hire, lease or rental agreement.
- Waste Electrical and Electronic Equipment Directive cover amended. The limit has been increased from £10,000 to £100,000.

### **Other changes or clarifications which apply to your new policy:**

- Damage definition amended to clarify what we mean by damage.
- Storm definition added to clarify what we mean by storm.
- Flood definition amended to clarify what we mean by flood.

### **Selected all risks section**

#### **New or revised restrictions and exclusions which apply to your new policy:**

- Terrorism and Northern Ireland exclusion amended. Your policy no longer provides cover for terrorism in the Rest of the World.
- Disease exclusion added. Diseases were previously excluded by an endorsement to your Selected all risks section. This exclusion has now been moved into the Selected all risks section of the policy wording.
- Cyber exclusion. Revised exclusion previously called Electronic risks exclusion. The wording has been clarified and now uses the new definitions of cyber act and cyber incident.
- Radioactive contamination exclusion. Revised exclusion clarifies what we mean by radioactive contamination and the causes of loss that are not covered.

### **Other changes or clarifications which apply to your new policy:**

- Damage definition amended to clarify what we mean by damage.
- Storm definition added to clarify what we mean by storm.
- Flood definition added to clarify what we mean by flood.
- Terrorism definition amended to clarify what we mean by terrorism in the Rest of the World.

### **Goods in transit section**

#### **New or revised restrictions and exclusions which apply to your new policy:**

- Business interruption exclusion. Revised exclusion previously called Consequential loss exclusion. The wording has been clarified and now uses the new definition of business interruption.
- Cyber exclusion. Revised exclusion previously called Electronic risks exclusion. The wording has been clarified and now uses the new definitions of cyber act and cyber incident.
- Date recognition exclusion added. You are no longer covered for loss or damage resulting from equipment failing to recognise or process any date.
- Deliberate loss or damage exclusion added. Previously damage was only covered if it was accidental. This exclusion of deliberate loss or damage adds clarity to when damage is not covered.
- Disease exclusion added. Diseases were previously excluded by an endorsement to your Goods in transit section. This exclusion has now been moved into the Goods in transit section of the policy wording.
- Radioactive contamination exclusion. Revised exclusion clarifies what we mean by radioactive contamination and the causes of loss that are not covered.
- Terrorism and Northern Ireland exclusion. Your Goods in transit section no longer provides cover for Terrorism occurring in Eire.

#### **New or improved covers and benefits which apply to your new policy:**

- Premium adjustment condition. If your Goods in transit section is based on estimates, and the adjusted premium at the end of the period of insurance is less than you paid at the start, the maximum amount we will return to you has increased from 10% to 25%.

### **Other changes or clarifications which apply to your new policy:**

- Damage/Damaged definition amended to clarify what we mean by damage/damaged.
- Flood definition amended to clarify what we mean by flood.
- Geographical limits definition amended to clarify that sea crossings between the countries referenced are included in the geographical limits.
- Storm definition added to clarify what we mean by storm.

## Terrorism section

### New or revised restrictions and exclusions which apply to your new policy:

- Cyber exclusion. Revised exclusion previously called Electronic risks exclusion. Separate exclusions now apply to cover for property within England, Scotland and Wales and property within the Channel Islands and the Isle of Man.
- Deliberate loss or damage exclusion added. Previously damage was only covered if it was accidental. This exclusion of deliberate loss or damage adds clarity to when damage is not covered.
- War exclusion amended. Separate exclusions now apply to cover for property within England, Scotland and Wales and property within the Channel Islands and the Isle of Man.
- Pollution and contamination exclusion added for property within the Channel Islands and the Isle of Man
- Radioactive contamination exclusion added for property within the Channel Islands and the Isle of Man.

### Other changes or clarifications which apply to your new policy:

- Terrorism definition amended. The definition is now in two parts to provide clarity between cover for:
  - property within England, Scotland and Wales except for residential property in the name of a private individual
  - property within the Channel Islands and the Isle of Man and residential property in the name of a private individual located in England, Wales and Scotland.
- Damage definition amended to clarify what we mean by damage.
- Private individual definition added to support the revised definition of terrorism and the cover for residential property in the name of a private individual.
- Residential property in the name of a private individual is now detailed in the terrorism section.
- What is not covered amended. This section is now split into three parts:
  - exclusions applicable to all locations
  - exclusions applicable to cover for property within England, Scotland and Wales
  - exclusions applicable to cover for property within the Channel Islands and the Isle of Man.
- Limitation of liability condition amended to clarify how the limit applies when there has been other damage during the period of insurance.

## Employers liability section

### New or improved covers and benefits which apply to your new policy:

- Employed person definition now includes
  - drivers of plant
  - outworkers/homeworkers
  - prospective employees being assessed for employment
  - persons seconded from an overseas subsidiary or parent company
  - persons engaged in community service working under the Criminal Justice Act.
- Safety legislation costs definition clarifies that new Terrorism legislation will be included within Safety legislation costs.
- Additional business activities cover now provides cover for
  - provision of nursery/creche/childcare facilities for employees
  - provision of car parking for employees, customers and visitors
  - organisation of attendance at and participation in exhibitions, trade shows within UK and EU
  - organisation and sponsorship of fundraising activities and events and sponsorship of individuals.
- Automatic acquisitions cover added. Your Employers liability section now provides cover for 30 days for any newly acquired or newly formed companies from the date of acquisition or creation, provided they do the same type of business and are no more than 25% of your estimated turnover.
- Data protection cover added to provide cover for loss of employee's data under the Employers liability section giving a £1,000,000 limit as standard.



- Manslaughter costs cover amended. Defence costs cover under your Employers liability section no longer ends if a claim is settled or withdrawn.
- Personal liability cover has been extended to also apply to partners and officers as well as the officers, committee and members of any amenities, fire, safety and security facilities provided by the insured.
- Safety legislation costs cover has been improved so that defence costs cover under your Employers liability section no longer ends if a claim is settled or withdrawn. The cover also uses the new definition of safety legislation costs to provide cover for terrorism legislation.
- Premium adjustment condition. If your Employers liability section is based on estimates, and the adjusted premium at the end of the period of insurance is less than you paid at the start, the maximum amount we will return to you has increased from 10% to 25%.

#### **Other changes or clarifications which apply to your new policy:**

- Manslaughter costs cover amended to clarify that we will not pay for defence costs if cover is available from any other source or insurance.
- Personal liability cover has been reworded to make it clear that we will only provide cover if we would have covered a claim had it been made against the Insured.
- Principals liability cover amended to make it clear that we will only provide cover if we would have covered a claim had it been made against the Insured.
- Safety legislation costs cover amended to clarify that we will not pay for defence costs if cover is available from any other source or insurance.
- Right of recovery condition amended. An explanatory note has been added to provide clarity to you of what this condition means.

#### **Public and products liability section**

##### **New or revised restrictions and exclusions which apply to your new policy:**

- Fungal pathogens exclusion added to clarify that cover will not be provided for claims arising from toxic mould/mildew and other Fungal pathogens.
- Sub-contractors (services) condition amended. We have widened the application of this condition to all work being carried out by a sub-contractor you have appointed to carry out work.
- Suspension of cover condition added. This new condition 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 liability section.

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- Suspension of cover condition added. This new condition 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 liability section.

##### **New or improved covers and benefits which apply to your new policy:**

- Employed person definition now includes
  - drivers of plant
  - outworkers/homeworkers
  - prospective employees being assessed for employment
  - persons seconded from an overseas subsidiary or parent company
  - persons engaged in community service working under the Criminal Justice Act.

- Safety legislation costs definition clarifies that new Terrorism legislation will be included within Safety legislation costs.
- Additional business activities cover now provides cover for
  - provision of nursery/creche/childcare facilities for employees
  - provision of car parking for employees customers and visitors
  - organisation of attendance at and participation in exhibitions, trade shows within UK and EU
  - organisation and sponsorship of fundraising activities and events and sponsorship of individuals.
- Advertising liability cover 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.
- Automatic acquisitions cover added. Your Public and products liability section now provides cover for 30 days for any newly acquired or newly formed companies from the date of acquisition or creation, provided they do the same type of business and are no more than 25% of your estimated turnover.
- Manslaughter costs cover amended. Defence costs cover under your Public and products liability section no longer ends if a claim is settled or withdrawn.
- Personal liability cover has been extended to also apply to partners and officers as well as the officers, committee and members of any amenities, fire, safety and security facilities provided by the insured.
- Safety legislation costs cover has been improved so that defence costs cover under your Public and products liability section no longer ends if a claim is settled or withdrawn. The cover also uses the new definition of safety legislation costs to provide cover for terrorism legislation.
- Premium adjustment condition. If your Public and products liability section is based on estimates, and the adjusted premium at the end of the period of insurance is less than you paid at the start, the maximum amount we will return to you has increased from 10% to 25%.

**Other changes or clarifications which apply to your new policy:**

- Fungal pathogens definition added to clarify what we mean by Fungal pathogens.
- Underground services definition added to align to your schedule which will show a specific excess for damage to underground services.
- Contingent motor liabilities cover amended to include the UK now that the UK have left the EU.
- Data protection cover amended. Cover for directors and employed persons has been removed as this is now covered under the extended Employers liability section.
- Environmental clean up cover amended to clarify that the excess for this cover is shown in your schedule.
- Manslaughter costs cover amended to clarify that we will not pay for defence costs if cover is available from any other source or insurance.
- Personal liability cover has been reworded to make it clear that we will only provide cover if we would have covered a claim had it been made against the Insured.
- Principals liability cover amended to make it clear that we will only provide cover if we would have covered a claim had it been made against the Insured.
- Property in your care cover reworded to clarify the cover provided and that it does not cover damage to property being worked upon or undergoing a process.
- Safety legislation costs cover amended to clarify that we will not pay for defence costs if cover is available from any other source or insurance.
- Defamation and discrimination exclusion amended. As we have added Advertising liability cover to your Public and products liability section, we have also clarified that the Defamation and discrimination exclusion does not apply in respect of Advertising liability cover.
- Intellectual property exclusion amended. As we have added Advertising liability cover to your Public and products liability section, we have also clarified that the Intellectual property exclusion does not apply in respect of Advertising liability cover.
- War risks exclusion amended to clarify what the War risks exclusion applies to.



## Financial loss (products) section

### New or improved covers and benefits which apply to your new policy:

- Automatic acquisitions cover added. Your Financial loss section now provides cover for 30 days for any newly acquired or newly formed companies from the date of acquisition or creation, provided they do the same type of business and are no more than 25% of your estimated turnover.
- Premium adjustment condition. If your Financial loss section is based on estimates, and the adjusted premium at the end of the period of insurance is less than you paid at the start, the maximum amount we will return to you has increased from 10% to 25%.

### Other changes or clarifications which apply to your new policy:

- Recall by authorities exclusion amended to clarify that both recall and withdrawal of products on order of an authority are excluded.
- Rectification of defects exclusion amended to clarify that the cost of access to defective work is also excluded.
- War risks exclusion amended to clarify what the War exclusion applies to.

## Legal expenses section

### New or revised restrictions and exclusions which apply to your new policy:

- Cladding exclusion added. Your Legal expenses section no longer provides cover relating to the combustibility or fire safety defects of building construction.
- Cyber exclusion added. Your Legal expenses section no longer provides cover in relation to computer virus, process, malicious code or similar used to inflict harm.

### New or improved covers and benefits which apply to your new policy:

- Contract disputes cover improved so cover now applies when working on third party property.

### Other changes or clarifications which apply to your new policy:

- Claims notification is now highlighted under Important information to make it easier for you to find information about how to make a claim.
- Arc privacy and data protection act notice has been added. Arc Legal Assistance Ltd administers and manages the legal expenses section of your policy on our behalf. This notice provides clarity on how Arc manage and process personal data.

