

Real Estate

Notice to policyholders

This document details the main changes to the updated policy wording. It does not contain a record of every amendment or those made to individual client policies. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations and exclusions of the policy cover.

Fair processing notices

- Zurich's data protection statement has been updated.

DAS helplines

- Business Assistance helpline - the emergency repairs assistance service has been removed.

General definitions

- A new Communicable Diseases definition has been added as explained below.
- The definition of Landlords' Contents now clarifies in Residential Buildings it will only include contents in common area.

Section B - Business interruption and book debts (if selected)

As a result of the FCA's recently announced test action case on the validity of Business Interruption claims, and to eliminate any uncertainty created as a result of the proceedings, we have amended the policy to provide you with greater certainty as to the operation of the relevant Business Interruption extensions, in addition to other changes, all as set out below.

Changes to additional cover extensions to Sub-section B1 – Business interruption

Action of competent authorities (if operative)

- The term 'in the vicinity' has been changed to 'within a one mile radius' of the premises
- The limit now applies to any one period of insurance rather than any one incident.

Anchor tenant (if operative)

- The limit now applies any one period of insurance rather than any one incident.

Loss of attraction (if operative)

- The term 'in the vicinity' has been changed to 'within a one mile radius' of the premises.
- The limit now applies to any one period of insurance rather than any one incident.

Named diseases, murder, suicide or rape (if operative)

- Reference to 'Notifiable' has been amended to 'Named' in the extension title and associated definition.
- Anthrax has been removed from the Named Disease definition.

Prevention of access (if operative)

- The term 'in the vicinity' has been changed to 'within a one mile radius' of the premises.
- The limit now applies to any one period of insurance rather than any one incident.
- A maximum indemnity period of 3 months has been applied.

Public utilities (if operative)

- A maximum indemnity period of 12 months has been applied.

Unlawful occupation (if operative)

- The term 'in the vicinity' has been changed to 'within a one mile radius' of the premises.
- The limit now applies to any one period of insurance rather than any one incident.
- A maximum indemnity period of 3 months has been applied.

Schedule of limits

- The Limit of Liability for most Business Interruption extensions have been reduced. To understand what this means for you please review the Schedule of Limits provided with your quotation.

Section C – Property owners' liability

- Accidental invasion of the right of privacy, referenced in the cover clause, has been clarified to exclude any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or the Data Protection Act 2018 to avoid duplication of cover with the Data Protection extension.
- The cover clause now refers to 'unlawful detention, imprisonment or arrest' rather than 'wrongful arrest or false imprisonment'.
- A cyber exclusion has been added which removes cover in respect of liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data. 'Data' in this exclusion has been defined as data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

This exclusion does not apply to the cover provided under the 'Data protection' extension.

Cover for legal defence costs incurred in defending proceedings brought under the following legislation has been clarified to state that payments will only be made if they relate to an event involving injury and/or damage which is or may be the subject of indemnity under the policy:

- the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - the Food Safety Act 1990
 - Part II of the Consumer Protection Act 1987
 - the Corporate Manslaughter and Corporate Homicide Act 2007.
- The Data Protection Act extension has been updated to refer to:
 - Sections 168 and 169 of the Data Protection Act 2018
 - Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation)

rather than referencing the Data Protection Act 1998 which has now been superseded.

The limit of indemnity provided by this extension is now up to an amount that will be detailed in the schedule in any one period of insurance. No indemnity will be provided in respect of:

- fines, penalties, liquidated, punitive or exemplary damages
 - the costs of notifying any person regarding loss of personal data
 - the cost of replacing, reinstating, rectifying or erasing any personal data
 - any deliberate or intentional criminal act or omission, committed by you, giving rise to any claim.
- The financial loss cover has been updated to clarify that it does not include liability arising out of or in connection with Regulation (EU) 2016/679 (General Data Protection Regulation) or the Data Protection Act 2018.

Section D – Employers' liability

- Cover for legal defence costs incurred in defending proceedings brought under the following legislation has been clarified to state that payments will only be made if they relate to an event involving injury which is or may be the subject of indemnity under the policy:
 - the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - the Corporate Manslaughter and Corporate Homicide Act 2007.
- A new compulsory insurance condition has been added. Employers' Liability Insurance is classified as a compulsory insurance therefore the effect of this clause is that you must repay us any amounts which we are required to pay under compulsory insurance legislation, but only to the extent that we would not have been liable to make such payments on account of a breach of any of the terms or conditions of your policy.

General exclusions

- A Communicable Diseases exclusion and associated general definition have been added to state that no indemnity will be provided by this policy arising directly or indirectly from a communicable disease or the fear or threat of a communicable disease. A 'communicable disease' shall mean any disease that can be transmitted from any organism to another organism by any substance or agent. This exclusion will not, however, apply in respect of indemnity provided by:
 - Section B1 in respect of the indemnity specifically provided under the Legionellosis and Named Diseases, Murder, Suicide or Rape extensions (if operative)
 - Terrorism Buy Back Cover applicable to Sections A, B1 and B2
 - Section C in respect of the indemnity provided for legal liability relating to food or drink poisoning and, to Legionnaires' disease under the Legionella extension but only to the extent of cover expressly stated as being provided under the extension (if operative)
 - Section D.

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