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Changes to your Activities Industry Mutual Cover Wordings

The Mutual appointed a new supporting insurer with effect from the 1st August 2020. QBE UK Limited (QBE) replaced Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited. This resulted in changes to the Mutual's Cover Wordings.

The Mutual has introduced a single combined Cover Wording which replaces the separate Public/Products Liability, Employers' Liability and Property Cover Wordings. Some style changes have been made, for example the Wording now refers to "you" rather than "the Member", and instead of "the Mutual" the Wording refers to "we/our/us". All the defined terms are now in one Definitions section.

There have been some changes to your cover which are in the new Cover Wording. Most of the changes have no adverse effect on the discretionary cover we provide or the insurance. The significant changes to your cover are highlighted below. Not all changes made are shown; therefore, it is important you read the new Cover Wording in full as some of the other changes may affect the cover we provide. The new Wording is available on our website under 'Products': https://www.activitiesindustrymutual.co.uk/our-products/cover-wordings/

The new Wording applies to all renewals and new business from 1st August 2020.

If you have any questions about the changes, please call us on 01892 888 423 or email us at info@activitiesindustrymutual.co.uk

SECTION 2 BUSINESS INTERRUPTION

Extension 4: Denial of access (non-damage)/Extension 7: Loss of attraction/Extension 8: Notifiable disease, murder or suicide, food or drink poisoning extension

There is a new exclusion for each of these extensions:

> ***we*** *do not give* ***cover*** *for loss resulting from the first forty eight (48) hours of each and every such interruption or interference*

Extension 4: Denial of access (non-damage)

A new cover has been introduced which relates to business interruption resulting from denial of access to the premises caused by:

a) *action by the Police Authority or any Local Authority following danger or disturbance in the vicinity of 250 metres of the perimeter of the premises which hinders the use of the premises; and*

b) *the said premises containing or being thought to contain a harmful device provided you inform the Police Authority immediately of the presence or suspected presence of the harmful device.*

This new cover does not include damage or loss resulting from incidents of disease epidemic or pandemic, including but not limited to:

a) *notifiable diseases under the Health Protection (Notification) Regulations 2010;*

b) *any coronavirus (or similar or equivalent virus in the future);*

c) *any mutation or variation of b) above;*

d) *any coronavirus disease (or similar or equivalent disease in the future);.*

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e) any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not; or

f) any fear or threat of b), c), d) or e) above.

Extension 8: Notifiable disease, murder or suicide, food or drink poisoning extension/Definitions: Notifiable disease

This extension continues to give cover for business interruption caused by the occurrence of a "notifiable disease" at the Member's premises and for the discovery of any organism at the premises likely to result in the occurrence of a notifiable disease. However, the definition of a notifiable disease has been amended as follows:

Any diseases sustained by a person notifiable under the Health Protection (Notification) Regulations 2010, but excluding:

a) Avian Influenza and/or Influenza A (H5N1);

b) Swine Influenza and/or Influenza A (H1N1);

c) Severe Acute Respiratory Syndrome (SARS);

d) any coronavirus (or similar or equivalent virus in the future);

e) any mutation or variation of d) above;

f) any coronavirus disease (or similar or equivalent disease in the future);

GENERAL EXCLUSIONS

Communicable disease exclusion

A new 'Communicable disease' exclusion has been added to the 'General exclusions' section of the Wording:

Communicable disease

*Regardless of any provision to the contrary, **we** do not give **cover** for any liability, **damage** or loss directly or indirectly caused by or resulting from, arising out of or in connection with, attributable to, or occurring concurrently or in any sequence with:*

*a) a **communicable disease**;*

*b) the fear or threat (whether actual or perceived) of a **communicable disease**;*

*c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or*

*d) **your** actual or alleged non-compliance with any advice, guidance, order, decree or law issued by a **public authority** in response to a **communicable disease**;*

*This exclusion does not apply in respect of and to the extent of the **cover** provide by:*

a) the Notifiable disease extension in Section 2 Business Interruption; and

b) Section 8 Employers' Liability

Cyber exclusion

A new exclusion applicable to all sections of the policy has been added to this Wording. This clause excludes damage caused by a malicious event. The definition of "malicious" is broad and includes any authorised use of a computer.