

# CLIENT NEWS

## NOTIFICATION OF CHANGES TO YOUR LIABILITY PLUS POLICY

At Allianz Insurance plc we constantly review our products. Following our latest review, with effect from the renewal of your Liability Plus Policy, we are updating your policy wording to include the following amendment in order to clarify our intent in relation to cover for losses arising out of diseases.

We have amended your wording to clarify our intent of cover under this wording for losses arising from Communicable Diseases.

The guidance provided below does not represent the complete terms and conditions of the policy wording. Please read this guidance in conjunction with your new policy wording and Schedule. If you have any questions about the policy, please refer these to your insurance adviser.

### A SUMMARY OF KEY CHANGES IS SHOWN BELOW.

#### Addition of Exclusion 21. Communicable Disease Exclusion

Communicable Disease Exclusion is added to your policy:

#### 21. Communicable Disease Exclusion (not applicable to Cover Event 1 - Employers Liability Section)

This Cover Event does not cover:

**a** liability in respect of any **Personal Injury**, loss or damage;

**b** **Cost and Expenses**,

directly or indirectly caused by, consisting of, arising out of, attributable to, or contributed to by;

- i** **a Communicable Disease;**
- ii** the fear or threat (whether actual or perceived) of a **Communicable Disease;**
- iii** the presence or suspected presence of **Pathogens** in or on **Products**, or at, in or on the premises or property of any person or entity; or
- iv** any action taken or advice given to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Communicable Disease** or any **Pathogens**,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

For the purposes of this exclusion:

Liability includes liability for compensation, interest and claimants' costs and expenses.

Loss includes any type of loss (including physical loss, purely financial loss, and interference with rights over or interests in property), loss of value, marketability or use of property.

**Costs and Expenses** means all costs and expenses, including but not limited to

- a** defence costs (including in relation to civil, regulatory or criminal proceedings);
- b** the costs of representation at any coroner's inquest or fatal accident enquiry;
- c** prosecution costs;
- d** any cost to:
  - i** clean-up, detoxify, decontaminate or remove **Pathogens** from any property or **Products**, where the property or **Products** are or are feared to have been affected by **Pathogens** or a **Communicable Disease**;

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- ii monitor or test for **Pathogens** or a **Communicable Disease**;
- iii recall or replace **Products**; or
- iv provide medical treatment for persons affected by a **Communicable Disease**

## **Communicable Disease** means

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a the substance or agent includes, but is not limited to, a virus, bacterium, parasite, fungus, other organism, micro-organism or any variation thereof, whether deemed living or not, and
- b 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

- c the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

## **Pathogen** means

Any pathogen, other substance or agent capable of causing a **Communicable Disease**, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not.