

Changes to the Rules of the Association for the 2022 Policy Year

RULE 37 LIMITATION OF COVERAGE

Existing Rule(s)	New Rule(s)
New	<p>6 Where the Association has issued any guarantee, undertaking or certificate as referred to in Rule 35.2 or other bail or security by which it undertakes to directly meet or guarantee any relevant liabilities (together the "Direct Liabilities") and claims in respect of Direct Liabilities alone or in combination with other claims may in the sole opinion of the Association exceed any limit(s) on the cover provided by the Association as set out in the Rules or in the Certificate of Entry, the Association may in its absolute discretion defer payment of any such other claims or any part thereof until the Direct Liabilities, or such parts of the Direct Liabilities as the Association may in its absolute discretion decide, have been discharged.</p> <p>To the extent that any claims or liabilities (including any Direct Liabilities) discharged by the Association exceed the said limit(s) any payment by the Association in respect thereof shall be by way of loan and the Member shall indemnify the Association promptly upon demand in respect of such payment and shall assign to the Association to the extent and on the terms that the Association determines in its discretion to be practicable all the rights of the Member under any other insurance and against any third party.</p>

Changes to Special Clauses for the 2022 Policy Year

WHO COMMUNICABLE DISEASE EXCLUSION CLAUSE

Existing Clause(s)	New Clause(s)
New (replacing "CORONAVIRUS EXCLUSION CLAUSE")	<p>1 In the event that the World Health Organization ("WHO") has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a "Declared Communicable Disease"), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.</p> <p>2 The exclusion in paragraph 1 of this clause will not apply to any liability of the Member otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Member proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.</p> <p>3 However even if the requirements of paragraph 2 of this clause are met, no coverage will be provided under this insurance for any:</p> <ul style="list-style-type: none"> (1) liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial; (2) liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;

	<p>(3) loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.</p> <p>4 As used in this clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <p>(1) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and</p> <p>(2) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and</p> <p>(3) the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.</p> <p>5 This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.</p>
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