

# Premier Property Owners



## Important Notice to Policyholder (applicable from the Effective Date shown on your Renewal Schedule)

We are reissuing your NIG Premier Property Owners policy onto our updated product wording with effect from the renewal date of your Policy.

The following part of this notice advises you of the main updates and changes. This Notice to Policyholder does not contain the full terms and conditions of your insurance, please therefore read all Policy documentation carefully as this will confirm the cover provided.

Please note that these amendments may apply to aspects of this Policy for which cover has not been provided.

Please contact your broker, intermediary or agent, should you have any questions.

**Your policy wording changes are summarised as follows:**

### Helpline Services

This Section has been updated. This includes:

- **Counselling Service** – calls may be recorded to assist DAS with checking and improving service standards.
- **DAS Businesslaw** – the code to access documents has changed to DASBNIG100.

### General Definitions

The following General Definition has been updated:

- **Damage** – now reads Accidental loss, destruction or damage.

### General Conditions

The following General Conditions have been updated:

- The words The Insured must comply with these Conditions have been added to the opening paragraph.
- **Change of Risk or Interest** – the closing statement at the end of item b now applies to b i and b ii.
- **Cancellation Rights of the Insured (previously Rights of the Insured)** – items a ii and a iii have been combined and the method of notification amended so that the requirement is now that such notice must be made in writing by the Insured giving 14 days' notice to their broker, intermediary or agent. The requirement for notifications to be by registered post has been removed.
- **Cancellation Rights of the Company** – the notice of cancellation detailed in item b i now states that such notice will be made in writing by the Company.
- **Instalments** – has been rewritten. The changes include:
  - the notice of cancellation now states that such notice will be made in writing by the Company.
  - any refund will be reduced by the amount of any unpaid premiums.

- the amount refunded will be in accordance with our Cancellation Condition and the calculation made by the Company will be final and binding.
- **Choice of Law**
  - the words Under European Law, have been removed and the word Agreement replaced with the word Policy.
  - where previously the words you and we appeared, they have been replaced with the words Insured and Company as appropriate.

The following General Condition has been added:

- **Sanctions, Prohibitions or Restrictions** – the Company shall not be exposed to any sanction, prohibition or restriction, as stated therein.

The following General Condition has been removed:

- **Definitions**

### Claims Conditions

The following Claims Condition has been updated:

- **Conditions Precedent** – The following sentence has been removed:  
Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.
- **Action by the Insured**
  - item a has been split into two items a and b. Item a deals with the initial claim notification requirements and item b deals with the documented evidence.
  - the word Damage in b i (previously a i) has been replaced with the words loss, destruction or damage.
  - an additional item b iii (previously a iii) has been added requiring that any evidence for a business interruption claim incurred under Section 2: Loss of Income, must be provided with 60 days of the expiry of the Indemnity Period (as defined in Section 2).
  - the previous item a iii is now a separate paragraph applying to items a i to a iii inclusive.
  - item c (previously b) now clarifies that the police notification relates to vandalism, theft or attempted theft in respect of a claim under this Policy.
  - item d has been removed now part of item a.
- **The Rights of the Company** – the two occurrences of the word Damage in item a have been replaced with the words loss, destruction or damage.

## General Exclusions

The following General Exclusions have been updated:

- **Radioactive Contamination**
  - the word Damage in the opening paragraph to this General Exclusion has been replaced with the words loss, destruction or damage.
  - the words any other costs in the opening paragraph have been amended to read any other costs either directly or indirectly caused by such loss, destruction or damage.
- **Sonic Bangs** – the word Damage has been replaced by the words loss, destruction or damage.
- **War, Government Action and Terrorism**
  - the word Damage in item a has been replaced by the words loss, destruction or damage.
  - the words except to the extent stated in Section 3: Terrorism, of this Policy have been moved from the end of item b to appear at the end of item a immediately after item a ii.
  - the words by force or violence in the Terrorism definition to this General Exclusion have been amended to read by force or violence and/or the threat thereof.
  - in the paragraph immediately before the Liability Provisions, the first occurrence of the word Damage has been changed to read loss, destruction or damage and the words Damage or expense towards the end of this paragraph have been amended to read loss, destruction, damage, expense or costs.
- **Computer Virus and Hacking**
  - The list of Sections that this General Exclusion shall not apply to now also states Section 6 Engineering Breakdown.
  - item b has been split so that the exception to this General Exclusion in respect of Damage or financial loss which results from a Defined Peril now applies to both items a and b.
- **Pollution or Contamination (previously Pollution and Contamination)**
  - the word Damage has been replaced with the words loss, destruction or damage.
  - the words tank, apparatus or pipe in the Defined Perils to this General Exclusion have been amended to read tank or apparatus or pipe.

The following General Exclusion has been added:

- **Infectious or Contagious Disease** – this Policy does not cover infectious or contagious disease and/or the fear or threat thereof, as stated therein.

## Section 1: Property Damage

The following Definition has been updated:

- **Stipulations** – this has been updated to read Legislation or regulations under Acts of Parliament or local authority bye-laws, to reflect the fact that the UK are no longer part of the European Union.

The following Extensions have been updated:

- **European Union and Public Authorities Early Funding of Requirements** – this title now reads **Public Authorities Early Funding of Requirements**.
- **European Union and Public Authorities Stipulations** – this title now reads **Public Authorities Stipulations**.
- **Incombustible Reinstatement** - item 1 c now reflects the fact that the UK is no longer part of the European Economic Area.
- **Trace and Access** – this Extension has been rewritten to clarify that the cover for Trace and Access relates to insured Damage under this Section.

## Section 2: Loss of Income

The following Extensions have been updated:

- **Contingency Rent Extensions for Landlords' Protection**
  - the opening paragraph has been split into three items for clarity.
  - item a **Denial of Access** – item iv 3 of this item has been removed.

Despite the removal of item iv 3, please note that this Extension will be subject to the new General Exclusion of Infectious or Contagious Disease, applicable to this Policy.

The following Condition has been updated:

- **Buildings Awaiting Sale** – the reference to the rate of interest not being more than 4% above the London Interbank offered rate applying to the Indemnity Period in item 2i has been amended to read:  
  
subject to the actual rate of interest (for the purpose of calculating the actual interest incurred) being capped by the Company at the rate that is the average of the daily Sterling Overnight Index Average rates applying during the Indemnity Period (excluding weekends) plus 4%.

## Sections 1 and 2: (Supplemental)

The following Additional Extensions Applicable to Sections 1 & 2 have been updated:

- **Automatic Cover – Newly Acquired/Newly Completed, Redeveloped or Refurbished Properties** – in item b, the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.
- **Third Party Failure to Insure** – in the opening paragraph, the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

## Section 4: Property Owners' Liability

The following Definitions have been updated:

- **Occurrences** – the words material property in item 2 have been replaced with physical property.
- **Craft** – a comma has been added after the word thing to clarify intent.

## Cover

A comma has been added after the word expenses in item 2 of Cover to clarify intent.

### Section 4(a): Property Owners' Liability Legionellosis

The following Definition has been updated:

- **Craft** – a comma has been added after the word thing to clarify intent.

## Cover

A comma has been added after the word expenses in items 1b and 2 of Cover to clarify intent.

### Section 4(b): Property Owners' Liability Financial Loss

The following Definition has been updated:

- **Craft** – a comma has been added after the word thing to clarify intent.

## Cover

A comma has been added after the word expenses in items 1b and 2 of Cover to clarify intent.

### Section 4, 4(a) and 4(b): Supplemental

Commas have been added in a number of places in this Section to clarify intent.

The following Extensions have been updated:

- **Corporate Manslaughter and Corporate Homicide Act 2007** – in Proviso b the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.
- **Member to Member Liability** – the words material property have been amended to read physical property.
- **Environmental Statutory Clean Up Costs**
  - item b has been amended to read as follows:  
the maximum amount the Company will pay under this Extension in total for all claims in the aggregate and in any one Period of Insurance shall not exceed £100,000;
  - each of items c i to c iii have been sub-divided into sub-paragraphs a and b to clarify intent.
  - the word biota in item c vi has been amended to read biota (combined flora and fauna).
  - an exclusion has been added to exclude liability arising from Pollution or Contamination directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.
  - this Extension is now subject to an Excess of £1,000 each and every claim.

The following Exclusions have been updated:

- Exclusion 2 – the words material property have been amended to read physical property.
- Exclusion 4 – the words material property have been amended to read physical property.

- Exclusion 7b – the closing statement at the end of item iv now applies to all of the items b i to b iv.
- Exclusion 13a – the words illness rising have been amended to read illness, arising.
- Exclusion 13b – the words recall, replacement have been amended to read recall or replacement.

### Section 5: Employers' Liability

Commas have been added in a number of places in this Section to clarify intent.

The following Extensions have been updated:

- **Corporate Manslaughter and Corporate Homicide Act 2007** – In Proviso b the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.
- **Indemnity to Others** – the words liability incurred by such deceased person have been amended to read legal liability incurred by the Insured.
- **Unsatisfied Court Judgments** – the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

The following Exclusion has been updated:

- the word vehicle where used in this Exclusion has been amended to read motor vehicle.

### Section 6: Engineering Breakdown

The following Definition has been updated:

- **Electronic Derangement** – the following item d has been added to the list of excluded causes:
  - d malfunction resulting from any cause excluded by Exclusion 2 applicable to this Section.

The following Definition has been added:

- **Cyber Event**

The following Extensions have been updated:

- **Reinstatement of Data** – the words Unless otherwise excluded have been added to the beginning of the first paragraph of this Extension.
- **Computer Increased Costs of Working** – the words Unless otherwise excluded have been added to the beginning of the first paragraph of this Extension.

The following Clause has been updated:

- **Reinstatement Basis of Settlement** – the references to European Union have now been removed.

The following Exclusions have been updated:

- The following opening paragraph has been added immediately before Exclusion 1:

#### **The Company will not be liable for:**

The opening sentence to each of the Exclusions has been reworded accordingly.

- Exclusions 1c and 1d – the words unless such Damage results from an Accident, have been added to the end of each of these two items.

- Exclusion 3 (previously 2)
  - has been split into separate items a to e to clarify intent.
  - the words computer virus, introduction of malicious code have been replaced with loss of data unless provided under Extension 3 Reinstatement of Data.
  - the words unless such Damage results from an Accident have been removed.

The following Exclusion has been added:

- Exclusion 2 – this Section now excludes any Damage or loss, of any kind, caused by a Cyber Event or any malfunction resulting therefrom.

## Section 7: Legal Expenses

Immediately following the opening sentence to this Section, a heading has been inserted that reads:

### Terms of the Agreement:

#### What the Company will pay:

The following item under this heading has been updated:

- **Item 1** – now clarifies that the Indemnity Limit stated in the Schedule relates to Costs and Expenses and compensation awards claims.

#### Making a Claim:

The entries under this heading have been repositioned from after the Definitions to before the Definitions, in this Section and have been updated.

#### Definitions:

The following Definitions have been updated:

- **DAS Standard Terms of Appointment** – the word Insured has been amended to read Insured Person.
- **Reasonable Prospects** – in item a, the words or make a successful defence have been amended to read make a successful defence or make a successful appeal or defence of an appeal.
- **Territorial Limits** – the words United Kingdom of Great Britain and Northern Ireland have been amended to read United Kingdom.

## Insured Incidents

### A Employment Disputes and Compensation Awards

#### 1 Employment Disputes

The following Exclusions have been updated:

- Exclusion 1 d – the references to commencement of cover have been amended to read inception of cover.
- Exclusion 1 c – the words which occurs have been replaced with the word arising.

#### 2 Compensation Awards

Cover has been amended to read as follows:

The Company will pay:

- any basic and compensatory award; and/or
- an order for compensation or damages following a breach of the Insured's statutory duties under employment legislation,

in respect of a claim DAS have accepted under Insured Incident A1 Employment Disputes.

- Provisos a to d are now designated i to iv.
- Proviso iii (previously c) – the words DAS' legal advice service have been replaced with the word DAS.
- proviso iv (previously d) – has been amended to read as follows:

the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by DAS.

### 3 Employee Civil Legal Defence:

item a is amended to apply to an event arising from the Insured Person's work as an Employee to clarify intent.

## B Legal Defence

### 1 Criminal Pre-proceedings Cover

For clarity this item now refers to the Terms of the Agreement on the first page of this Section.

### 2 Criminal Prosecution Defence

For clarity this item now refers to the Terms of the Agreement on the first page of this Section.

### 5 Statutory Notice Appeals

In Exclusion 2, the word Insured's has been replaced with the words Insured Person's.

## D Contract Disputes

- In the opening sentence, a comma has been inserted after the second reference to the word agreement to clarify intent.
- The £100 limit stated in provisos i and iii (previously a and c) has been increased to £250.

## E Tenancy Disputes

Cover has been amended to read as follows:

The Company will pay Costs and Expenses in a civil action relating to a tenancy dispute between the Insured and the Insured's landlord under the terms of the lease or tenancy agreement applying to the Premises.

The Exclusions remain unaltered.

## F Debt Recovery

- The £100 limit stated in proviso i (previously a) has been increased to £250.

The following Exclusion has been added:

- a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured. (Please refer to Insured Incident A Employment Disputes and Compensation Awards);

## G Property Protection

- Item 1 has been amended to read any event which causes or could cause physical damage to such physical property.

- The words reasonable prospects have been amended to read Reasonable Prospects.

## H Personal Injury

The following Exclusion has been updated:

- Exclusion 2 – a comma has been inserted after the word illness to clarify intent.

## I Tax Protection

For clarity this item now refers to the Terms of the Agreement on the first page of this Section.

### Conditions applicable to this Section

The following Conditions have been updated:

- **The Insured Person's responsibilities** – the following words have been removed:  
It is a condition precedent to the liability of the Company that
- **Offers to Settle a Claim** – the words DAS may decide in the first line of item b have been amended to read The Company may decide.
- **Arbitration** – has been reworded but the intent remains unaltered.
- **Keeping to the Section terms**
  - the following words have been removed:  
It is a condition precedent to the liability of the Company that.
  - an additional requirement has been added requiring that an Insured Person must keep to the terms and conditions of this Section of the Policy.
- **Applicable Law**  
The words where the Insured Person's Business is registered have been amended to read where the Insured's Business is registered.

The following Condition has been added:

- **General Conditions, Claims Conditions or General Exclusions**

The following Exclusion has been updated:

- **Judicial review, coroner's inquest or fatal inquiry** – this title now reads **Judicial review**.

### How to make a complaint

This Section has been updated. The changes include:

- the instructions have been reworded so that they apply to any Insured Person.
- the email address has been changed to customerrelations@das.co.uk.

## Important Information

**How to complain** under the Section headed **Important Information**, at the end of this Policy has been updated and now includes:

- an email address for making complaints **complaints@nig-uk.com**
- a link to our website detailing our complaints procedure – **www.nig-uk.com/contact-us/complaints**
- a link to the Financial Ombudsman's website which provides a lot of useful information **www.financial-ombudsman.org.uk**

All complaints made to us in writing (other than email) should now be addressed to:

Customer Relations Manager,  
NIG  
Churchill Court,  
Westmoreland Road,  
Bromley  
BR1 1DP