

Construction Combined



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

We are reissuing your NIG Construction Combined policy 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 Conditions

The following General Conditions have been updated:

- **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** – the notice of cancellation detailed in item a ii now states that such notice must be made in writing by the Insured.
- **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** – the notice of cancellation detailed in item a now states that such notice will be made in writing by the Company.
- **Choice of Law** – the words Under European Law, have been removed and the word Agreement replaced with the word Policy.

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.

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.

General Exclusions

The following General Exclusion has been updated:

- **Computer Virus and Hacking** – The list of Sections that this General Exclusion shall not apply to now also states Section 11: Deterioration of Stock, Section 12a: Engineering Damage to Machinery and Plant and Section 13: Engineering Business Interruption.

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: Material Damage

The following Extensions have been updated:

- **European Union, Public Authorities and Loss Prevention Council** – this title now reads **Public Authorities and Loss Prevention Council**. In item 1 the words European Union legislation, regulations, have been replaced with the words legislation and regulations.
- **Property at Exhibitions** – item 2 now reflects the fact that the UK is no longer part of the European Economic Area.
- **Fire Brigade and Rescue Services Damage to Grounds** – a comma has been inserted after the words emergency services, to better clarify the intent.
- **Third Party Storage Sites** – item 2 now reflects the fact that the UK is no longer part of the European Economic Area.
- **Trade Samples** – the opening paragraph now reflects the fact that the UK is no longer part of the European Economic Area.

The following Clauses have been updated:

- **Reinstatement Basis of Settlement** – the reference to European Union has now been removed.
- **Day One (Non-Adjustable)** – the reference to European Union has now been removed.

Section 2: Business Interruption

The following Extensions have been updated:

- **Unspecified Suppliers** – item 2 now reflects the fact that the UK is no longer part of the European Economic Area.
- **Unspecified Customers** – item 2 now reflects the fact that the UK is no longer part of the European Economic Area.
- **Storage Sites** – item 2 now reflects the fact that the UK is no longer part of the European Economic Area.
- **Property at Exhibitions** – item 2 now reflects the fact that the UK is no longer part of the European Economic Area.
- **Public Emergency** – item e has been removed.

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

- **Exhibition Expenses** – item 2 now reflects the fact that the UK is no longer part of the European Economic Area.

Section 6: Employers' Liability

The following Extension has 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.

Section 7: Public Liability

The following Definition has been updated:

- **Property** – this now reads: Physical property.

The following Extensions have been updated:

- **Work Overseas** – in item a, the words outside of the Territorial Limits, have been removed to reflect the fact that the UK are no longer part of the European Union.
- **Corporate Manslaughter and Corporate Homicide Act 2007** – In Proviso b the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.
- **Financial Loss** – an exclusion has been added to exclude legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.
- **Environmental Statutory Clean Up Costs** – 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.

The following Condition has been updated:

- **Use of Heat** – the fire watch requirement in items a v and b v have been removed.

The following Exclusion has been updated:

- In the opening paragraph of Exclusion 9, the comma has been removed after the words Period of Insurance to better clarify the intent.

Section 8: Products Liability

The following Definition has been updated:

- **Property** – this now reads: Physical property.

The following Extensions have been updated:

- **Consumer Protection and Food Safety Acts** – Proviso ii now states that the indemnity provided by this Extension also does not apply in respect of proceedings or appeals in respect of any deliberate act or omission by the Insured.
- **Corporate Manslaughter and Corporate Homicide Act 2007** – In Proviso b the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.
- **Financial Loss** – an exclusion has been added to exclude legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.

- **Environmental Statutory Clean Up Costs** – 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.

Section 11: Deterioration of Stock

The following Definition has been added:

- **Cyber Event**

The following Exclusion has been added:

- This Section now excludes any Damage or Deterioration caused by a Cyber Event.

Section 12a: Engineering Damage to Machinery and Plant

The following Definition has been added:

- **Cyber Event**

The following Extension has been updated:

- **Temporary Removal** – now reflects the fact that the UK is no longer part of the European Union.

The following Clause has been updated:

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

The following Exclusion has been updated:

- Exclusion 1a, now also excludes escape of oil from any tank or apparatus or pipe.

The following Exclusion has been added:

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

Section 12b: Engineering Inspection

The following Condition has been updated:

- **Choice of Law** – the words Under European Law, have been removed and the word Agreement has been replaced with the word contract.

The following Condition has been added:

- **Sanctions, Prohibitions or Restrictions** – the new General Condition 11 also applies to this Section 12b.

The following entry under the heading How the Client Uses HSB's Information has been updated:

- In item d, the words outside of the European Economic Area have been replaced with the word overseas.

Section 13: Engineering Business Interruption

The following Condition has been removed:

- **Access.**

The following Exclusion has been added:

- Exclusion 3 – This Section now excludes any loss resulting from interruption or interference due to a Cyber Event as defined under Section 12a: Engineering Damage to Machinery and Plant, of this Policy.

Section 14: Computer and Cyber

The following Definitions have been updated:

- **Cyber Event** – the word data has been replaced with the word Data as defined.

- **Prevention of Access** – this Definition is now restricted to prevention of access to, or use of, the Insured's Computer System as a result of a public or police authority using its powers to protect property following physical damage caused by fire, lightning, explosion or aircraft and other aerial devices, to property within one mile of the Premises.

Sub-Section 1 – Cyber Crime

The following item has been updated:

- **Item a** – this item is now restricted to the Definition of Hacking and cover now excludes Hacking by Directors and Officers or Employees.

Cover now also includes financial loss resulting from the Insured transferring funds from their account to that of a third party as a direct result of a fraudulent electronic communication, due to Hacking.

The following Exclusion has been added:

- This Sub-Section now excludes any financial loss resulting from a fraudulent application for credit or the provision of false details in applying for credit or opening an account with the Insured.

Sub-Section 5 – Hardware

In the opening paragraph of this Sub-Section, a comma has been inserted after the word rented to clarify the intent.

Clauses applicable to all Sub-Sections of Section 14

The following Clause has been updated:

- **Seventy Two Hours Clause** – in the opening sentence, a comma has been inserted after the word loss to clarify the intent.

Exclusions applicable to all Sub-Sections of Section 14

The following Exclusion has been added:

- Notwithstanding General Exclusion 1 War, Government Action and Terrorism, of this Policy, this Section now excludes any Act of Terrorism as defined in this Section, or any action taken to control, prevent, suppress or in any way deal with an Act of Terrorism.

For the purposes of this Exclusion Computer Virus, Denial of Service Attack or Hacking will not be regarded as an Act of Terrorism under Sub-Sections 1 – Cyber Crime, 2 – Cyber Liability and 3 - Data-Breach Expense.

Section 17: 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 items under this heading have been updated:

- **Item 1** –now clarifies that the Indemnity Limit stated in the Schedule relates to Costs and Expenses and compensation awards claims.
- **Item 4 (previously 3)** – this item now requires the Insured to tell DAS as soon as possible and within the statutory time limits allowed that they want to appeal.
- **Item 7 (previously 6)** – the words absent from work, have been replaced with the words attending court or tribunal.

The following item under this heading has been added:

- 2 the most the Company will pay for the total of all compensation awards under Insured Incident 1 b Compensation Awards (Employment Disputes and Compensation Awards) in any one Period of Insurance is £1,000,000;

This previously appeared as item 2 under What the Company will not pay and has been re-worded to achieve a similar intent.

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:

- **Costs and Expenses** – item now refers to costs being reasonable, proportionate and necessary.
- **Date of Occurrence** – Item a (previously 1) does not now apply to items c to e (previously 3 to 5), in this Definition.
- **Insured Person** – this now also includes reference to managers and to any person contracted to work for the Insured, who works for the Insured on the same basis as the Insured's Employees, and performs that work under the Insured's supervision and direction.
- **Preferred Law Firm**
 - The words or Tax Consultancy, have been removed from the title and where the words Tax Consultancy have previously been used in this Section as part of the definition, they have now been changed to read tax consultancy.
 - The words barristers' chambers or tax experts, have been replaced with the words barrister or tax expert.
- **Reasonable Prospects**
 - in item a, for civil cases, a Preferred Law Firm or tax consultancy on DAS' behalf, will assess whether there are Reasonable Prospects.
 - in item c, for civil and criminal appeals the prospects of a successful outcome must be at least 51%.
- **Territorial Limits** – the words United Kingdom have been added to reflect the fact that the UK is no longer part of the European Union.

Insured Incidents

1 Employment Disputes and Compensation Awards

a Employment Disputes

The following Exclusions have been updated:

- Exclusion 1 legal expenses insurance must have continuously been in force prior the Date of Occurrence rather than the date of inception of cover under this Section of the Policy in respect of any disputes.

- Exclusion 1 ii any claim relating to any dispute with an Employee who was subject to a written or oral warning within 180 days immediately preceding the date of inception of this Section are now only excluded if both the Date of Occurrence was within the first 180 days of the inception of cover under this Section and the dispute relates directly to the same matter(s) which gave rise to that warning.
- cover now excludes Employee internal disciplinary or grievance procedures.
- the exclusion relating to loss of or damage to property has been removed.

b Compensation Awards

Cover has been updated as follows:

- item 2 of this Insured Incident now applies to damages as well as compensation, as stated therein.
- contact telephone numbers have been added for convenience should the Insured Person require DAS advice.

The following Exclusion has been updated:

- Exclusion 2 – this now reads:
 - 2 Non-payment of money due under a contract;

c Employee Civil Legal Defence:

The reference to an event arising from the Insured Person's work as an Employee is now specific to item 1 of this item c.

d Service Occupancy

The Exclusion has been updated:

The reference to defending a counter-claim now requires that the counter-claim is an Insured Incident under this Section of the Policy.

2 Legal Defence

The statement that the covers provided by this Insured Incident have to be provided at the Insured's request has been moved from the end of this Insured Incident to appear more prominently at the start of this Insured Incident.

a Criminal Pre-proceedings Cover

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

The following Exclusion has been updated:

- Exclusion 2 – the words prosecution due to infringement have been replaced by the words investigations due to alleged infringement.

b Criminal Prosecution Defence

- For clarity this item now refers to the Terms of the Agreement on the first page of this Section.
- The exclusion relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs has been removed.

e Statutory Notice Appeals

In the opening sentence to this item and also in Exclusions 1 and 2, the words Statutory Notice have been replaced with the words statutory notice. In Exclusion 2, the word Insured's has been replaced with the words Insured Person's.

f Jury Service and Court Attendance

The following sentence has been added to this item:

The Company will reimburse the Insured for net salary or wages that the Insured has paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

The following Exclusion has been added:

The Company will not pay any claim for a loss which the Insured or the Insured Person is unable to prove.

3 Statutory Licence Appeal

The following Exclusion has been updated:

- Exclusion 1 – now reads:
 - 1 the original application or renewal application, of a statutory licence, mandatory registration or British Standard Certificate of Registration; or

4 Contract Disputes

In the opening sentence, a comma has been inserted after the second reference to the word agreement to clarify the intent.

The following Proviso has been updated:

- The original Proviso 1 has been split to form two Provisos being i and ii.

The following Exclusions have been updated:

- Exclusion 2a – now reads:
 - a a dispute relating to an insurance policy, other than when the Insured's insurer refuses the Insured's claim;
- Exclusion 2c – now reads:
 - c a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters; or

6 Property Protection and Personal Injury

a Property Protection

- The words material property, have been replaced with the words physical property, where they appear in this item.
- There must now be Reasonable Prospects of establishing that the Insured has the legal ownership or right to the physical property that is the subject of the dispute.

The following Exclusions have been updated:

- Exclusion 2 – the words goods in transit have been replaced with the words physical property which is in transit.
- Exclusion 5 – any defence of a counter-claim must be in defence of a counter-claim which is an Insured Incident under this Section of the Policy.
- Exclusion 6 – the words the Insured have been replaced with the words an Insured Person.

b Personal Injury

The following Exclusions have been updated:

- Exclusion 1 – now reads:
 - 1 any illness or bodily injury that happens gradually;
- Exclusion 2 – a comma has been inserted after the words mental illness to clarify the intent.

- Exclusion 3 – any defence of a counter-claim must be in defence of a counter-claim which is an Insured Incident under this Section of the Policy.
- Exclusion 5 – has been removed.

7 Debt Recovery

The following Exclusions have been updated:

- Exclusion 2c – the words and choses in action have been replaced with the words other than a dispute with a professional adviser in connection with these matters.

The following Exclusion has been added:

- 3 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 1 Employment Disputes and Compensation Awards);

8 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**
 - in item a, the words written consent have been replaced with the words expressed consent.
 - in item b, the words may refuse to pay have been replaced with the words will not pay.
- **Withdrawing cover**
 - the original text now forms item a, and the second reference to the word DAS therein has been removed.
 - the following item b has been added:
 - b** If during the course of a claim Reasonable Prospects no longer exist, the cover the Company provide will end at once. The Company will pay any Costs and Expenses and compensation awards the Company have agreed to, up to the date cover was withdrawn.
- **Expert Opinion** – has been reworded but the intent remains unaltered.
- **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**
This has now been moved to become a condition.

Exclusions applicable to this Section

The following Exclusions have been updated:

- **Costs DAS have not agreed** acceptance of a claim by DAS now only needs to be expressed rather than written.
- **Deliberate acts** this heading has been changed to Wilful acts and the exclusion amended to read:
any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Policy.
- **A dispute with DAS** this has been reworded but the intention remains unaltered.

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**.

Section 19: Contractors All Risks

The following Definition has been updated:

- **Territorial Limits** – the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

The following Extension has been updated:

- **European Union and Public Authorities** – this title now reads **Public Authorities**. In the opening paragraph the words European Union legislation, regulations, have been replaced with the words legislation and regulations.

Section 20: Non-Negligent Liability

The following Definition has been updated:

- **Territorial Limits** – the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

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