Business Package

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

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

This Notice to Policyholder advises you of the main updates and changes. This notice 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:

Business Advice Service

- DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The telephone numbers and other information have been updated accordingly.
- In the **Counselling Helpline** and the **Health and Medical Assistance Helpline**, the words “Calls may be recorded” have been replaced with “All calls are dealt with in the strictest confidence, but to assist ARAG with checking and improving service standards, calls may be recorded”.
- The helpline telephone number for **Emergency Glazing & Security Assistance** has been updated and is now **0345 072 7110**.

Introduction

The reference to "U K Insurance Limited" has been replaced with "Royal & Sun Alliance Insurance Ltd", in the Introduction to this Policy.

General Definitions

The following General Definitions have been added:

- **Computer System**
- **Cyber Act**
- **Cyber Incident**
- **Cyber Loss**
- **Data**
- **Data Processing Media**

These new definitions replace existing terminology throughout this Policy, though some Sections have their own definitions which may replace the above.

The following General Definition has been updated:

- **We/Us/Our** – is now defined as "Royal & Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal & Sun Alliance Insurance Ltd may contract to underwrite any part of this Policy."

General Conditions

The following General Conditions have been updated:

- **4 Cancellation** and **5 Instalments** – the requirement to return the Employers Liability Certificate(s) of Insurance has been removed.
- **10 Sanctions, Prohibitions or Restrictions** – has been updated to clarify what constitutes a sanction, prohibition or restriction and states the options available to Us and to You in the event that a sanction, prohibition or restriction occurs.

Claims Conditions

The following Claims Condition has been updated:

- **1 Conditions Precedent** – has been replaced with the following:

  Observance of Terms

  Failure to comply with any of the terms and conditions of this Policy where they are material or relevant to any loss will entitle Us to reduce or avoid Your claim.

General Exclusions

The opening paragraph has been updated to note that the General Exclusions do not apply to Section 13: Terrorism, of this Policy.

The following General Exclusion has been removed:

- **2 Sonic Bangs** – General Exclusions 3 to 8 have been renumbered 2 to 7 accordingly.

The following General Exclusion has been added:

- **6 Cyber** – replacing the Computer Virus and Hacking General Exclusion (previously General Exclusion 7). This Policy does not cover cyber loss or any claim of whatsoever nature connected with loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any Data, or the value of such Data. However, Section 7: Public Liability and Section 8: Products Liability may provide cover for any ensuing Bodily Injury or Damage to physical property.

  This General Exclusion shall not apply to Section 6: Employers Liability, Section 10: Engineering and Section 14: Cyber, of this Policy.

The following General Exclusion has been updated:

- **1 War, Government Action and Terrorism**:
  - This General Exclusion no longer applies to Section 14: Cyber, of this Policy which now has its own specific exclusions for war, government action and terrorism. (See changes to Section 14 below.) Reference to this Section 14 has therefore been removed from exception **a ii** of item **a** of this General Exclusion and an explanatory paragraph has been added at the end of the General Exclusion.
  - in item **a**, an exception has been added concerning the detonation of munitions of war, or parts thereof, within one mile of the property insured by this Policy, provided that:
    - the presence of such munitions does not result from a state of war current at the time of loss, destruction or damage.
    - the loss, destruction or damage does not occur outside the United Kingdom, the Channel Islands or the Isle of Man.
    - this exception to the General Exclusion shall not apply to Section 10: Engineering, of this Policy.

- the meaning of **Government Action** has been updated. The words “destruction of property” have been removed and replaced with the words “destruction of or damage to property”.
- the **Liability Provisions** have been replaced by the **Terrorism Liability Provisions**. Employers Liability or Property Owner’s Liability cover may be provided for acts of Terrorism occurring within England, Scotland or Wales but not in the territorial sea adjacent thereto nor for acts of Terrorism consisting solely of the threat of force or violence.

Section 1: Material Damage

The following Extension has been updated:

- **AB Further Investigation Expenses** – payment of any costs under this Extension must be with Our prior consent.

Section 2: Business Interruption

The following Extensions have been updated:

- **G Denial of Access** – the words “in the vicinity of the Premises” have been replaced with “within one mile of the Premises”.
- **J Public Emergency** – the words “in the vicinity of the Premises” have been replaced with “within one mile of the Premises” and the sentence has been restructured to clarify the intent.

Section 8: Products Liability

The following Exclusion has been updated:

- Exclusion **5** – now completely excludes Products Supplied which to Your knowledge are to be used in any aircraft, spacecraft, rocket, missile or satellite. (Previously, only parts which were critical for the flying or navigation of these items were excluded.).

Section 12: Commercial Legal Expenses

DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The contact details and regulatory information have been updated accordingly.

Section 13: Terrorism

This Section has been replaced with a new clearer wording. The cover being provided is nevertheless unchanged.

Section 14: Cyber

The following Definitions have been added:

- **Act of Terrorism**
- **Cyber Operation**
- **Cyber Action**
- **Cyber Attack**
- **Loss**
- **State**
- **War**

The Sum Insured stated in the Schedule is the maximum amount We will pay for all Loss (as defined) and will apply in respect of any and all of the Insured Events stated in this Section of the Policy.

The following Definition has been updated:

- **Damages** – has been amended to read as follows:
  1. financial compensation You must pay, except for fines, penalties, liquidated damages (agreed damages or penalties You have to pay under contract), punitive or exemplary damages (extra damages to punish You) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
  2. third parties’ costs and expenses You must pay as a result of a claim being brought against You.

The words “claim, cost or loss” in the opening paragraph to the Exclusions have been replaced with the word “Loss”.

The following Exclusions have been added:

- **23 Nuclear Materials and Nuclear Installations** – Damage or liability caused by, arising from or connected with any nuclear material or nuclear or radioactive sources.
- **24 Nuclear Weapons and Devices** – Damage caused by, arising from or connected with any nuclear weapon or device.
- **25 Acts of Terrorism** – Excluding any loss due to Acts of Terrorism (as defined) but for the purposes of this exclusion Computer Virus, Denial of Service Attack or Hacking (as defined) will not be regarded as an Act of Terrorism for Insured Events **2 Cyber Crime**, **3 Data Breach Expense** and **4 Cyber Liability**.
- **26 War, Cyber Operation or Cyber Action** – Excluding any claim, cost or loss due to War or Cyber Operation or Cyber Action (as defined) but this exclusion, in so far as it applies to Cyber Operations and Cyber Actions, is subject to us being able to prove that they were as a result of the actions of a sovereign state. This exclusion sets out the criteria for how we determine this.

The following Exclusion has been updated:

- **4 Credit-card or Debit-card Fraud** – cover under this Section now also 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 You”.

The following entry has been added:

- **Data Protection** – Explaining how HSB Engineering Insurance Limited handle and protect your personal information including a link to their website where you can view and download their Privacy Notice.

Important Information

The following entry has been added:

- **Data Protection** – this is a new entry providing an overview of our position regarding the information we collect about you and provides a link to our privacy notice.

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The following have been updated:

- **How to complain**
  - the contact information for addressing complaints has changed. The email address for submitting complaints to NIG is now:

    rsacustomerrelations@uk.rsagroup.com.
  - for Section 12: Commercial Legal Expenses, please refer to that Section for details of how to complain.
- **Details about our Regulator** – the reference to “U K Insurance Limited” has been replaced with “Royal & Sun Alliance Insurance Ltd” and the registration number has been changed to **202323**.
- An entry has been added to the end of this Section to say that telephone calls may be recorded for training and monitoring purposes.

Footer:

The footer in the Policy documentation has been updated to reflect that which appears in this document.