Commercial Combined

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

We are reissuing your NIG Commercial Combined 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:

Helpline Services

The helpline telephone number for Emergency Glazing & Security Assistance has been updated.

Introduction

The reference to “U K Insurance Limited” has been replaced with “Royal and 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. Note that these definitions do not apply to Section 12b: Engineering Inspection.

The following General Definition has been updated:

- **Company** – is now defined as “Royal and Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal and Sun Alliance Insurance Ltd may contract to underwrite any part of this Policy.”

General Exclusions

The opening paragraph now states that the General Exclusions also do not apply to Section 4: Terrorism.

The following General Exclusion has been added:

- **Cyber** – replacing the Computer Virus and Hacking General Exclusion. This Policy, other than the specific cover provided under Section 14: Computer and Cyber, 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 or Section 8: Products Liability may provide cover for any ensuing Bodily Injury or Damage to Property.

The following General Exclusion has been updated:

- **War, Government Action and Terrorism**
  - 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. This exception shall not apply to property insured which is outside the United Kingdom, the Channel Islands or the Isle of Man nor to Section 11: Deterioration of Stock, Section 12a: Engineering Damage to Machinery and Plant, Section 13: Engineering Business Interruption and Section 14: Computer and Cyber, of this Policy.
  - the meaning of Government Action has been updated. The words “destruction of property” have been deleted and replaced by the words “destruction of or damage to property”.
  - the words “Her Majesty’s government” in the meaning of Terrorism have been replaced with “HM Government”.
  - the Liability Provisions have been replaced by the Terrorism Liability Provisions. Employers Liability, Public Liability or Products 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 2: Business Interruption

The following Extensions have been updated:

- **I Denial of Access**
  - the words “In the vicinity of the Premises” have been replaced with “Within one mile of the Premises”.
- **L 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 4: Terrorism

The following Definitions have been updated:

- **Act of Terrorism** – the words “Her Majesty’s government” have been replaced with “HM Government”.
- **Computer Systems** is now **Computer System** and the words “For the purpose of this Section only, a Computer System shall mean” have been added to the beginning of the opening sentence to make it clear that the definition of Computer System used under this Section of the policy is different to the Policy General Definition of Computer System.
- **Covered Loss** – in item a the words “in the Territory” have been replaced by “occurring in the Territory” and item b is now “All losses arising under the Non-Damage Business Interruption Head of Cover, provided that business interruption losses which results from such prevention of access and/or loss of attraction are insured by this Policy.”
- **Data** – the words “For the purpose of this Section only, Data shall mean” have been added to the beginning of the opening sentence to make it clear that the definition of Data used under this Section of the policy is different to the Policy General Definition of Data.
- **Private Individual** – items b and c of this definition have been updated for clarity.

The following Exclusion has been updated:

- **2** – The meaning of “Property” has been updated and now includes reference to Exclusions 3 and 4, of this Section. In item a**,** the words “including “Money” as defined or otherwise in any insurance policy” have been replaced by the words “including “Money” as defined under this or separate policies”.

Section 7: Public Liability

The following Extensions have been updated:

- **N Financial Loss:**
  - exclusion k (excluding virus or similar mechanism or hacking) has been removed as this is now excluded by the Cyber General Exclusion.
- **O Environmental Statutory Clean Up Costs:**
  - proviso d relating to liability arising from Pollution or Contamination connected with Virus or Similar Mechanism or Hacking has been removed. This is now excluded by the Cyber General Exclusion.
  - as proviso d has been removed, the definitions for “Virus or Similar Mechanism” and “Hacking” have been removed as they are no longer required.

Section 8: Products Liability

The following Extensions have been updated:

- **I Financial Loss:**
  - exclusion j (excluding virus or similar mechanism or hacking) has been removed as this is now excluded by the Cyber General Exclusion.
- **J Environmental Statutory Clean Up Costs:**
  - proviso d relating to liability arising from Pollution or Contamination connected with Virus or Similar Mechanism or Hacking, has been removed. This is now excluded by the Cyber General Exclusion.
  - as proviso d has been removed, the definitions for “Virus or Similar Mechanism” and “Hacking” have been removed as they are no longer required.

Section 12b: Engineering Inspection

The following Definition has been updated:

- **Company** – the reference to “U K Insurance Limited trading as NIG” has been replaced with “Royal and Sun Alliance Insurance Ltd trading as NIG”.

Section 14: Computer and Cyber

The following Definitions have been updated:

- **Computer System** – the words “For the purpose of this Section only, Computer System shall mean:” have been added as a preamble to differentiate the Definition used in this Section from the Policy General Definition of Computer System.
- **Data** – the words “For the purpose of this Section only, Data shall mean:” have been added as a preamble to differentiate the Definition used in this Section from the Policy General Definition of Data.

Important Information

The following has been added:

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

The following have been updated:

- **How to complain** – the contact address to write to NIG has changed.
- **Details about our Regulator** – the reference to “U K Insurance Limited” has been replaced with “Royal and Sun Alliance Insurance Ltd” and the registration number has been changed to **202323**.

Footer:

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