

# Construction Combined



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

We are reissuing your NIG Construction 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

- 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 **Health and Medical Service** 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. 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 & 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 Condition has been updated:

- 11 Sanctions, Prohibitions or Restrictions** – has been updated to clarify what constitutes a sanction, prohibition or restriction and states the options available to the Company and to the Insured 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 the Company to reduce or avoid the Insured's claim.

#### 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:

- 6 Cyber** – replacing the Computer Virus and Hacking General Exclusion (previously General Exclusion 7). 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.

This General Exclusion does not apply 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 following General Exclusion has been updated:

- 1 War, Government Action and Terrorism:**
  - this General Exclusion no longer applies to Section 14: Computer and Cyber, of this Policy which now has its own specific exclusions for war, government action and terrorism. (See changes to Section 14 below.)
  - 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 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

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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.

The following General Exclusion has been removed:

- **2 Sonic Bangs** – all subsequent General Exclusions have been renumbered accordingly.

### Section 1: Material Damage

The following Extension has been updated:

- **AB Further Investigation Expenses** – the words “consent of the Company” now read “prior consent of the Company”.

### 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

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

### Section 7: Public Liability

The following Extensions have been updated:

- **J Claims under Data Protection Legislation:**
  - The meaning of GDPR is now “The retained European Union law version of the General Data Protection Regulation (EU) 2016/679”.
  - The meaning of “compensation” claim now refers to Article 82 of the United Kingdom GDPR.
  - The definition of “controller” shall now have the meaning given to it in Article 4 (7) of the United Kingdom GDPR.
  - The definition of “material or non-material damage” shall be interpreted in accordance with Article 82 of the United Kingdom GDPR.
- **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:

- **F Claims under Data Protection Legislation:**
  - The meaning of GDPR is now “The retained European Union law version of the General Data Protection Regulation (EU) 2016/679”.
  - The meaning of “compensation” claim now refers to Article 82 of the United Kingdom GDPR.
  - The definition of “controller” shall now have the meaning given to it in Article 4 (7) of the United Kingdom GDPR.
  - The definition of “material or non-material damage” shall be interpreted in accordance with Article 82 of the United Kingdom GDPR.
- **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.

The following Exclusion has been updated:

- **5** – now completely excludes Products Supplied which to the knowledge of the Insured 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 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 & Sun Alliance Insurance Ltd trading as NIG”.

### Section 14: Computer and Cyber

The following Definitions have been added:

- **Cyber Operation**
- **Cyber Action**
- **Loss**
- **State**
- **Technology System**
- **War**

The following Definitions have been updated:

- **Act of Terrorism** – the words “For the purpose of this Section, this shall mean” have been removed.
- **Computer Equipment** – the two references to “data” have been amended to read “Data” to make it clear that the Section definition of Data applies.
- **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.

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- **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.
- **Limit of Liability** – the words “the most the Company will pay for claims” have been replaced with “the most the Company will pay for all Loss”.

The following Clause has been removed:

- **2 War** of the **Clauses applicable to all Sub-Sections of Section 14** has been removed and all subsequent Clauses 3 to 5 have been renumbered 2 to 4. (See the new exclusion below relating to War, Cyber Operation or Cyber Action.).

The following paragraph has been added to the entry for **Excess**:

For the purposes of Sub-Sections 5 – Hardware and 6 – Data Corruption and Extra Cost, the Company shall not be liable for the amount of the Excess stated in the Schedule in respect of:

- i Damage caused by or arising from fire, lightning, explosion or aircraft or other aerial devices, or articles dropped therefrom;
- ii Damage other than as listed in i above to Smartphones; or
- iii All Other Occurrences being any cause other than as listed in i or ii above.

The following Exclusions have been updated:

- **12 Nuclear weapons or devices** – this is now Exclusion 13 (see below for newly added Exclusion 12) and has been amended from “Damage caused by” to read “Damage caused by, arising from or connected with”.
- **13 any Act of Terrorism** – this is now Exclusion 14 and the preamble referring to General Exclusion 1 War, Government Action and Terrorism has been removed.

The following Exclusions have been added:

- **12 Nuclear materials and Hardware at nuclear installations or nuclear sites** – excluding any Damage or liability caused by, arising from or connected with nuclear material any Hardware whilst at any sites or installations involving nuclear energy.
- **15 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 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.

### Section 18: Personal Accident

The following Exclusion has been updated:

- **1** – the words “suicide or attempted suicide” have been replaced with “the Insured Person taking or attempting to take their own life”.

### Section 17: 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.

### 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.

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 12b: Engineering Inspection and Section 17: Legal Expenses, please refer to those Sections 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 at 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.