# **Cyber Cover**



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

We are reissuing your NIG Cyber Cover 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:

# **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.

• Other Insurances – this Condition has been amended so that, with the exception of the initial words Unless otherwise stated in this Policy, the current paragraph becomes item a and a new item b has been added as follows: **b** if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then the liability of the Company hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### **General Exclusions**

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: 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.

#### **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