

Liability Combined



Important Notice to Policyholder

(applicable from the Effective Date shown on your Renewal Schedule)

We are reissuing your NIG Liability 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.

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:

- 10 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 following General Exclusion has been added:

- 4 Cyber** – replacing the Computer Virus and Hacking General Exclusion. 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 2: Public Liability or Section 3: Products Liability may provide cover for any ensuing Bodily Injury or Damage to Property.

This General Exclusion does not apply to Section 1: Employers' Liability.

The following General Exclusion has been updated:

- 1 War, Government Action and Terrorism:**
 - 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: 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.

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- **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 3: 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.)

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.
- **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.

