# **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.

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:

#### **Helpline Services**

This Section has been updated. This includes:

- Counselling Service calls may be recorded to assist DAS with checking and improving service standards.
- DAS Businesslaw the code to access documents has changed to DASBNIG100.

### **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.

#### Section 1: Employers' Liability

The following Extension has been updated:

 Corporate Manslaughter and Corporate Homicide Act 2007 – In Proviso b the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

### **Section 2: Public Liability**

The following Definition has been updated:

Property – this now reads: Physical property.

The following Extensions have been updated:

- Work Overseas in item a, the words outside of the Territorial Limits, have been removed to reflect the fact that the UK are no longer part of the European Union.
- Corporate Manslaughter and Corporate Homicide
  Act 2007 In Proviso b the words Great Britain, Northern
  Ireland, have been replaced by the words United
  Kingdom.
- Financial Loss an exclusion has been added to exclude legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.
- Environmental Statutory Clean Up Costs an exclusion has been added to exclude liability arising from Pollution or Contamination directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.

The following Condition has been updated:

• Use of Heat – the fire watch requirement in items a v and b v have been removed.

The following Exclusion has been updated:

 In the opening paragraph of Exclusion 9, the comma has been removed after the words Period of Insurance to better clarify the intent.

# **Section 3: Products Liability**

The following Definition has been updated:

• **Property** – this now reads: Physical property.

The following Extensions have been updated:

- Consumer Protection and Food Safety Acts
  - Proviso ii now states that the indemnity provided by this Extension also does not apply in respect of proceedings or appeals in respect of any deliberate act or omission by the Insured.
- Corporate Manslaughter and Corporate Homicide Act 2007 – In Proviso b the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.
- Financial Loss an exclusion has been added to exclude legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.

 Environmental Statutory Clean Up Costs – an exclusion has been added to exclude liability arising from Pollution or Contamination directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.

## **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