

# Premier Property Owners



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

We are reissuing your NIG Premier Property Owners 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.

#### 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:

- **8 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 has been updated to note that the General Exclusions do not apply to Section 3: Terrorism, of this Policy.

The following General Exclusion has been added:

- **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 4: Property Owners' Liability or Section 4(a): Property Owners' Liability Legionellosis may provide cover for any ensuing Bodily Injury or Damage to physical property.

This General Exclusion will not apply to Section 5: Employers' Liability and Section 6: Engineering Breakdown, of this Policy.

The following General Exclusion has been updated:

- **1 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.
    - 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 Section 6: Engineering Breakdown, of this Policy.
  - the meaning of **Government Action** has been updated. The words "destruction of property" have been removed and replaced with 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 or Property Owners' 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.

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The following General Exclusion has been removed:

- **B Sonic Bangs** – the letter of all subsequent General Exclusions have been updated accordingly.

### Section 1: Property Damage

The following Extensions have been updated:

- **H Diminution in Value** – the words “in the vicinity of any Buildings” have been amended to read “within one mile of any Buildings”
- **R Further Investigation Expenses:**
  - any costs incurred under this Extension (including other buildings) are subject to the Company’s prior consent.
  - The word “vicinity” in the second paragraph is amended to read “immediate vicinity”.

### Section 2: Loss of Income

The following Extensions have been updated:

- **B Contingency Rent Extensions for Landlord’s Protection – a Denial of Access**
  - the words “in the immediate vicinity of the Buildings” have been replaced with “within one mile of the Buildings”.
  - Item **i**, and proviso **ii** and **iii**, relating to Buildings being occupied by terrorists or persons thought to be terrorists, and terrorism, have been removed.
  - A new proviso (**ii**) has been added, the Indemnity Period under this Extension **B a Denial of Access** shall not exceed 3 months.
- **C Loss of Attraction** - the words “in the immediate vicinity of the Premises” have been replaced with “within one mile of the Premises”.
- **D Loss of Attraction – Anchor Tenants** – the words “attracted to the vicinity of the Premises, subject to a Maximum Indemnity Period of 12 months following the Damage” have been replaced with “attracted to the Premises, subject to a Maximum Indemnity Period of 12 months following the Damage”.
- **G Prevention of Access** – the words “in the immediate vicinity of such Premises” have been replaced with “within one mile of such Premises”.

### Section 3: Terrorism

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

### Section 4(b): Property Owners’ Liability Financial Loss

The following Definitions have been removed:

- **Data** (this is now a policy General Definition)
- **Failure of a System** (this is now excluded by the Cyber General Exclusion)
- **Microchip** (this is now incorporated within the new Computer System policy General Definition)
- **System** (this is now replaced by the new Computer System policy General Definition)
- **Virus** (this is now excluded by the Cyber General Exclusion)

### Sections 4, 4(a) and 4(b): Supplemental

The following details have been updated:

#### Extensions applicable to Section 4 only:

- **C Health and Safety at Work etc. Act 1974** – proviso **a** has been updated and now states “the prosecution relates to the health, safety and welfare of any person other than an Employee;”
- **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”.
- **L 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 as 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 from this Extension as they are no longer required.

#### Exclusions applicable to Section 4(b) only:

- Exclusions 16 and 19 have been removed (these are now replaced by the new Cyber General Exclusion). The subsequent Exclusions 17, 18, 20 to 23 are renumbered 16 to 21 respectively.

### Section 7: 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 7: Legal Expenses, please refer to those Sections for details of how to complain.

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

- **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 to 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.

