

Commercial Combined

Important Notice to Policyholder

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

NIG continually reviews its product offerings in our aim to ensure the cover provided is competitive in an ever-changing market. We are reissuing your NIG Traders Combined policy onto our updated Commercial Combined 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 compared to your previous policy. 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.
- the amounts and percentages stated are those which apply as standard to this Policy. Please refer to the Schedule for the actual amounts and percentages applicable.

Please contact your broker, intermediary or agent, should you have any questions.

Your policy wording changes are summarised as follows:

The Section headed **Helpline Services** has been updated.

The General Definitions, General Conditions, Claims Conditions and General Exclusions do not apply to Section 12b: Engineering Inspection.

General Definitions

The following General Definitions have been updated:

- **Damage**
- **Index Linking**
- **Insured**

The following General Definitions have been added:

- **Business**
- **Policy**
- **Schedule**
- **Sum Insured**
- **Vacant or Disused**

General Conditions

The following General Conditions have been updated:

- **Reasonable Precautions** – now changed to become conditions precedent to liability.
- **Change of Risk or Interest** – now includes reference to the Personal Accident Section, the Contractors All Risks Section and new Extension numbers.
- **Adjustment of Premium** – now specifies what declarations are required and what Sections are affected.

- **Instalments** – updated to state that the Company will give 7 days' notice of cancellation and states how refunds of premium will be calculated.
- **Choice of Law** – has been updated to refer to European Law.

The following General Conditions have been added:

- **Survey & Risk Improvement** – stating the Company's requirements of the Insured if a survey is requested by the Company.
- **Fire Extinguishment Appliances** – stating the Company's requirements in respect of such appliances.

The following General Condition has been removed:

- **The Policy Document** – this has been accommodated within the opening paragraphs of the General Definitions of the Policy and the General Definition of Policy.

Claims Conditions

The following Claims Conditions have been updated:

- **Action by the Insured:**
 - now changed to become conditions precedent to liability.
 - now requires that the Insured notifies the Company within 30 days of the expiry of the Indemnity Period (as defined in Section 2: Business Interruption, Section 13: Engineering Business Interruption and Section 15: Loss of Licence), in respect of business interruption claims.
 - now includes additional requirements relating to Cyber cover (where operative) under the new Sub-Section 2 – Cyber Liability of Section 14: Computer and Cyber.
 - any claim notifications in respect of Section 14: Computer and Cyber, must go direct to HSB Engineering Insurance Limited.
 - the requirement to discontinue use of any damaged items and the retention of any damaged parts for inspection has been extended to apply to Property Insured under Section 12a: Engineering Damage to Machinery and Plant.
- **Subrogation** – it is now a condition precedent to liability that any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for the Company to enforce any rights against any other party in the name of the Insured before or after any payment is made by the Company.
- **Arbitration** – any arbitration must be referred to an arbitrator in England and any dispute must be dealt with in accordance with English law.

General Exclusions

The following General Exclusions have been updated:

- **War, Government Action and Terrorism** – the limits of liability for Terrorism cover under the Liability Provisions for Public Liability, Products Liability and Pollution or Contamination have each been increased to £5,000,000.

- **Date Recognition** – this General Exclusion has been rewritten and now also makes reference to recognising, using or adopting, any day of the week or period of time, otherwise than as, or other than, the true or correct day of the week or period of time. It incorporates and replaces the Date Recognition Computer Equipment General Exclusion. The listed perils now include sprinkler leakage.
- **Computer Virus and Hacking** – Section 14: Computer and Cyber, is added to the list of Sections to which this General Exclusion shall not apply.

Section 1: Material Damage

The Sum Insured (or any other stated limit of liability) is now stated as being in the aggregate to property collectively described by each item under this Section, unless otherwise stated.

The following Definitions have been updated:

- **Perils:**
 - Explosion
 - Malicious Persons
 - Theft or any attempt thereat
 - Storm, Tempest and Flood
 - Escape of Water or oil
 - Subsidence now appears as Peril 13 as opposed to an Endorsement
 - Any Accidental Cause
- **Plant, Machinery, Trade Fixtures (and all other contents)**
- **Stock in Trade**

The following Definitions have been added:

- **Cigarettes and Tobacco**
- **Non-Ferrous Metals**
- **Portable Hand Tools**
- **Property Insured**
- **Stock in Trade in the Open**
- **Wines and Spirits**

The following Definitions have been removed:

- **Stock at Exhibitions**
- **Specified Perils**
- **All Risks**

The following Extensions have been updated:

- **European Union, Public Authorities and Loss Prevention Council** (this replaces the Public Authorities Extension) – cover now includes the costs necessarily incurred in the reinstatement of the sprinkler installation following Damage to comply with current Loss Prevention Council Rules.
- **Underground Services** – cover now applies to Perils 1–14 whether operative or not.
- **Loss of Oil and Metered Water** (this replaces the Loss of Metered Water Extension) – cover now up to £25,000 per original cause and also includes loss of oil.
- **Mortgagees/Freeholders/Lessors** (this replaces the Mortgagees etc. Extension)
- **Capital Additions** – now excludes any increase in value due to appreciation in value and the limit of liability is increased to 10% of the total Sum Insured for the items stated or £1,000,000 in the aggregate, whichever is less.

- **Temporary Removal** applicable to Tenants' Improvements and Plant, Machinery, Trade Fixtures (and all other contents) – has now been split into two Extensions:
 - **Temporary Removal (Cleaning, Renovation or Repair)**
 - **Temporary Removal (Transferred Between the Premises)**
- **Fire Brigade and Rescue Services Damage to Grounds** (this replaces the Fire Brigade Damage to Grounds Extension) – now includes Damage by rescue services or other emergency services in the course of combating fire. Cover now up to £25,000 in the aggregate per any one event.
- **Lock Replacement** – cover now up to £25,000 in the aggregate any one event of theft.
- **Trace and Access** – cover now up to £25,000 per original cause.
- **Fire Extinguishment and Security Equipment Expenses** (this replaces the Fire Brigade Damage to Grounds Extension) – now includes the costs reasonably and necessarily incurred in re-setting fire and/or intruder alarms and/or closed-circuit television equipment. Cover now up to £25,000 per original cause.
- **Loss of Rent** (this replaces Clause 5 Rent Insurance) – cover now states that (where a Sum Insured is not stated for Rent in the Schedule) the amount payable shall not exceed 15% of the Sum Insured of the damaged building per original cause, subject to the maximum rental period, being 36 months.

The following Extensions have been added:

- **Property at Exhibitions** – cover up to £50,000 per original cause at UK exhibitions and £25,000 per original cause at exhibitions in the EEA and includes Plant, Machinery, Trade Fixtures (and all other contents). A limit of £50,000 applies in the aggregate during any one Period of Insurance. Cover for Stock at Exhibitions was previously shown as a separate item in the Schedule.
- **Knotweed** – cover up to £10,000 per original occurrence and £10,000 in the aggregate in any one Period of Insurance.
- **Unauthorised Use of Gas, Water or Electricity** – cover up to £25,000 per original cause.
- **Inadvertent Omission to Insure** – cover up to £1,000,000 in the aggregate during any one Period of Insurance.
- **Cost of Fuel Spillage Clean-up** – cover up to £25,000 per original cause.
- **Further Investigation Expenses** – cover up to £5,000 in the aggregate during any one Period of Insurance.
- **Loss Minimisation and Prevention Expenditure** – cover up to £25,000 per original cause.
- **Seasonal Increase** – the Sum Insured for the stock items stated are increased by 25% or £500,000, whichever is the lower:
 - during November and December and
 - for 15 days preceding and including Bank or Public Holidays (other than occurring in November and December) and for a period of 15 days thereafter.

This Extension shall not apply if the Stock Declaration Basis Clause or Stock – Maximum Value Basis Clause is operative.

- **Third Party Storage Sites** – cover up to £50,000 per original cause in the UK and £25,000 per original cause in the EEA. A limit of £50,000 applies in the aggregate during any one Period of Insurance.
- **Trade Samples** – cover applies in the UK and EEA up to £10,000 per original cause (£500 per trade sample).

The following Clauses have been updated:

- **Reinstatement Basis of Settlement** – now makes allowance for:
 - the additional cost of Reinstatement to comply with any European Union or public authority requirements;
 - professional fees; and
 - debris removal costs.
- **Reinstatement of Losses** – now does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

The following Clauses have been added:

- **Day One (Non-Adjustable)** – applicable if a Declared Value is shown against an item in the Schedule.
- **Stock Declaration Basis** (where stated as Operative in the Schedule) – available on a monthly or a quarterly declaration basis. The Seasonal Increase Extension and Non-Ferrous Metals Clause do not apply where this Clause is operative.
- **Stock – Maximum Value Basis** (where stated as Operative in the Schedule) – the Seasonal Increase Extension and Non-Ferrous Metals Clause do not apply where this Clause is operative.
- **Seventy Two Hours Provision** – in respect of the Perils stated, continuous or intermittent Damage during any 72 hour period will be deemed to be one claim for the purpose of any Excess.
- **Non-Ferrous Metals** – provided that the Stock Declaration Basis Clause or the Stock – Maximum Value Basis Clause is not operative, the sum insured for any item covering Non-Ferrous Metals (where stated in the Schedule) is automatically increased by 25%. The Condition of Average and the Seasonal Increase Extension do not apply where this Clause is operative.

The following Conditions have been added:

- **Minimum Standards of Protection** (where stated as Operative in the Schedule) – requirements regarding protections fitted to openings at the Premises and being in operation outside Business Hours.
- **Intruder Alarm** – now appears as a Condition as opposed to an Endorsement.
- **Subsidence** – now appears as a separate Condition as opposed to being a Special Condition to Endorsement A (Subsidence).
- **Stock Storage** – requirements regarding stock being stored clear of the floor (100mm/4").
- **Charging of Electrically Powered Vehicles and Lifting Equipment (including Hybrids)** – requirements regarding charging of such vehicles and equipment.
- **Flat or Felt Roof** – requirements regarding inspection and implementing recommendations.
- **Unoccupancy** – requirements for notifying the Company that the Premises (in full or part) are Vacant or Disused and of any Damage (whether insured or not) to such Premises. Other requirements including inspection, maintenance and protection of such Premises are also stipulated.
- **Kitchens (Safety and Maintenance)** – requirements regarding the safety and maintenance of cooking equipment.

Excess:

- The Excess under this Section for Impact now applies to the whole Peril and not just for impact by own vehicles or animals.

The following Exclusion has been updated:

- Damage to any part of any electrical plant or apparatus, directly caused by breakdown, leakage of electricity or excessive pressure therein, by its own short circuiting or overrunning or electrical surges or spikes in the electricity supply, but Damage to any other part of such plant or apparatus or to other Property Insured by the spread of fire therefrom, is not excluded.

The following Exclusions have been added:

- loss insured by a fidelity guarantee insurance.
- any claim for which more specific insurance applies under any of Sections 11 to 14 or 19, of this Policy.

Section 2: Business Interruption

Basis of Cover:

- The Sums Insured are no longer Index Linked.
- **Additional Increased Cost of Working** – up to £50,000 now included as standard.
- **Professional Accountant Charges** – now also applies to Increase in Cost of Working (when shown as a separate item in the Schedule) and Additional Increased Cost of Working.

The **Explosion** Definition has been replaced by the **Boiler Explosion** Definition.

The following Extensions have been updated:

- **Unspecified Suppliers** – cover now up to £100,000 per original cause in the UK and £50,000 in the aggregate and in any one Period of Insurance in the EEA. Cover in the EEA is restricted to Fire, Lightning, Explosion and Aircraft. This Extension applies to the premises of the Insured's suppliers as well as the suppliers of any Specified Supplier stated in the Schedule.
- **Unspecified Customers** – cover now up to £100,000 per original cause in the UK and £50,000 in the aggregate and in any one Period of Insurance in the EEA. Cover in the EEA is restricted to Fire, Lightning, Explosion and Aircraft. This Extension applies to the premises of the Insured's customers as well as the customers of any Specified Customer stated in the Schedule.
- **Storage Sites** – cover now up to £100,000 per original cause in the UK and £25,000 in the aggregate and in any one Period of Insurance in the EEA. Cover in the EEA is restricted to Fire, Lightning, Explosion and Aircraft.
- **Property in Transit** – cover now up to £100,000 per original cause.
- **Contract Sites** – cover now up to £100,000 per original cause.
- **Public Utilities** – cover now up to £100,000 per original cause.

The following Extensions have been added:

- **Specified Suppliers** – cover optional.
- **Specified Customers** – cover optional.
- **Property at Exhibitions** – cover up to £100,000 in the UK and £25,000 in the EEA, both in the aggregate and in any one Period of Insurance.
- **UK National Lotteries** – cover up to the Estimated Gross Profit or Estimated Gross Revenue, limit of liability, per original cause. The Indemnity Period shall not exceed 3 months.
- **Public Emergency** – cover up to £50,000 in the aggregate and in any one Period of Insurance.
- **Closure** – cover up to £50,000 in the aggregate and in any one Period of Insurance.
- **Disease** – cover up to £50,000 in the aggregate and in any one Period of Insurance. The Indemnity Period shall not exceed 12 months.
- **Bomb Scares** – cover up to £50,000 per original cause.
- **Accidental Failure of Public Supply** – cover up to £25,000 in the aggregate and in any one Period of Insurance. The Indemnity Period shall not exceed 3 months.
- **Essential Personnel** – cover up to £25,000 in the aggregate and in any one Period of Insurance.
- **Exhibition Expenses** – cover up to £50,000 in the UK and £25,000 in the EEA, both in the aggregate and in any one Period of Insurance.

All Extensions applicable to this Section, now clearly state that the limits apply in the aggregate across all the Premises.

The following Clauses have been updated:

- **Renewal Clause** – now states that where the Indemnity Period exceeds 12 months, the Insured shall provide the Company prior to each renewal with a proportionately increased Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals (whichever is applicable), for the forthcoming Period of Insurance.
- **Reinstatement of Losses** – now states that this Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

The following Clause has been added:

- **Value Added Tax** – to the extent that the Insured is accountable to the tax authorities, all terms of this Section shall be exclusive of VAT.

The following Exclusion has been added:

- loss for which more specific insurance applies under Sections 11 to 14, of this Policy.

Section 3: Goods in Transit

Cover for tools (other than stock in trade) is now provided under Section 10: Specified All Risks.

The following Definitions have been updated:

- **Property**
- **Method of Conveyance A**
- **Territorial Limits**

The following Extensions have been updated:

- **Damage to Packing Materials** (this replaces Extension a) – cover now restricted to £10,000 per original cause.
- **Transfer Costs** (this replaces Extension b) – cover now up to £10,000 per original cause.
- **Reloading Costs** (this replaces Extension c) – cover now up to £10,000 per original cause.
- **Debris Removal Costs** (this replaces Extension d) – cover now up to £10,000 per original cause.

The following Clause has been added:

- **Reinstatement of Losses**

The following Clause has been removed:

- **Reinstatement (Tools) Clause**

The following Condition has been updated:

- **Security Measure 2**

The following Exclusions have been added:

- tools used in connection with the Business, belonging to the Insured or for which the Insured is responsible, other than stock in trade.
- loss insured by a fidelity guarantee insurance.
- any claim for which more specific insurance applies under Sections 11 to 14 or 19, of this Policy

The standard Excess for this Section is now £100.

Section 4: Terrorism

This is a new Section of the Policy, incorporating Non-Damage Business Interruption Head of Cover.

Section 5: Business Money & Personal Accident (Assault)

Previously two separate Sections, these covers have been brought together in the form of Sub-Section 1: Business Money and Sub-Section 2: Personal Accident (Assault).

Sub-Section 1: Business Money

The following Definitions have been updated:

- **Money**
- **Non-negotiable Currency**
- **Situations:**
 - **Premises During Business Hours**
 - **Premises Outside of Business Hours**
 - **Private Dwellings**
 - **ATM (Automated Teller Machine)** – has been added.

The following Extensions have been updated:

- **Damage to Safes** – now includes Damage to ATMs.
- **Damage to Personal Effects** (this replaces the Damage to Clothing Extension) – cover now up to £1,000 any one person per original cause.

The following Clause has been added:

- **Reinstatement of Losses**

The following Conditions have been added:

- **Cash Tills** – all cash tills to have their contents removed and drawers left open outside Business Hours.
- **Minimum Standards of Protection** – automatically applies if applicable under Section 1: Material Damage.
- **Automated Teller Machine** – conditions the Insured is required to comply with if cover is to operate.

The following Condition has been removed:

- **Care and Supervision of Employees** – see General Condition 2c in the Policy.

The following Exclusion has been updated:

- the Company shall not be liable for Damage insured by a fidelity guarantee insurance.

Sub-Section 2: Personal Accident (Assault)

Injury to the Insured Person – now states that Injury must occur in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland.

Standard Benefits – cover increased to £20,000 for Contingencies 1 to 6 and £200 per week for Contingencies 7 and 8.

The following Definitions have been updated:

- **Insured Person**
- **Contingencies:**
 - **Loss of Sight** and **Loss of Limbs** – are now separate Contingencies.
 - **Loss of Hearing** and **Loss of Speech** – have been added as two new Contingencies.
- **Permanent Total Disablement**

The following Extensions have been added:

- **Victim Support** – not exceeding £40 per hour/£1,000 for any Insured Person per original cause/£5,000 in total for all Insured Persons per original cause.

- **Medical Expenses** – now an Extension rather than a Contingency. Cover now up to £1,000 per Insured Person per claim.

The Exclusion relating to pre-existing physical or mental conditions has been removed.

Section 6: Employers' Liability

Claimants' costs and expenses – now payable if the Insured is ordered to pay them, or paid with the Company's written consent, in respect of an Occurrence.

The following amendments are made to the Definitions and Interpretations:

- **The Insured** – this has been removed and replaced with the Indemnity to Others Extension (see below).
- **The Business** – this is now the Definition of Business.
- **Bodily Injury** – this has been updated and is now a Definition.

The following Definition has been updated:

- **Indemnity Limit**

The Extensions previously applicable to Sections 6, 7 and 8 now apply separately to each of these three Sections. Furthermore, the following Extensions have been updated:

- **Court Attendance Costs** – cover now up to £500 per day any one director or partner and £250 per day for any Employee.
- **Health and Safety at Work etc. Act 1974** – cover does not now apply to any costs or expenses incurred without the Company's written consent.

The following Extensions have been added:

- **Indemnity to Others** – this replaces the Interpretation of The Insured mentioned above.
- **Cross Liabilities**
- **Corporate Manslaughter and Corporate Homicide Act 2007** – cover up to £1,000,000 in the aggregate and in any one Period of Insurance.

Section 7: Public Liability

Claimants' costs and expenses – now payable if the Insured is ordered to pay them, or paid with the Company's written consent, in respect of an Occurrence.

The following amendments are made to the Definitions and Interpretations:

- **The Insured** – this has been removed and replaced with the Indemnity to Others Extension (see below).
- **The Business** – this is now the Definition of Business.
- **Bodily Injury** – this has been updated and is now a Definition.

The following Definition has been updated:

- **Indemnity Limit**

The following Definition has been added:

- **Asbestos**

The following Extensions have been updated:

- **Court Attendance Costs** – cover now up to £500 per day any one director or partner and £250 per day for any Employee.
- **Health and Safety at Work etc. Act 1974** – cover does not now apply to any costs or expenses incurred without the Company's written consent.
- **Claims under Data Protection Legislation** (this replaces the Data Protection Act 1998 Extension) – cover updated in consideration of current legislation and limit of liability increased to £500,000 in the aggregate and in any one Period of Insurance.

- **Work Overseas** – now clarifies the persons working overseas and that cover shall not apply in respect of such persons who are not ordinarily resident within the Territorial Limits nor to legal liability assumed under agreement which would not have attached in the absence of such agreement.

- **Motor Contingent Liability** – now excludes property contained within the vehicle as well as the vehicle itself.

The following Extensions have been added:

- **Indemnity to Others** – this replaces the Interpretation of The Insured mentioned above.
- **Corporate Manslaughter and Corporate Homicide Act 2007** – cover up to £1,000,000 in the aggregate and in any one Period of Insurance.
- **Financial Loss** – cover up to £250,000 in the aggregate during any one Period of Insurance. Subject to an Excess of 10% (minimum contribution £2,500).
- **Environmental Statutory Clean Up Costs** – cover up to £250,000 in the aggregate and in any one Period of Insurance. Subject to an Excess of £1,000.
- **Legionellosis** – cover up to £100,000 in the aggregate during any one Period of Insurance. Subject to an Excess of 10% (minimum contribution £2,500).
- **Libel or Slander** – cover up to £100,000 in the aggregate during any one Period of Insurance. Subject to an Excess of 10% (minimum contribution £2,500).
- **Indemnity to Plant Owners (Contract Sites)**
- **Housing Grants, Construction and Regeneration Act 1996**

The following Condition has been updated:

- **Use of Heat** – the precautions that must be complied with have been updated.

The following Condition has been added:

- **Underground Services** – the measures the Insured is required to take to minimise the risk of Damage to underground services before undertaking any work below ground level.

The following Exclusions have been added:

- **a** exposure to;
- **b** inhalation of;
- **c** fears of the consequences of exposure to or inhalation of; or
- **d** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,

Asbestos including any product containing Asbestos.

- Bodily Injury or Damage to Property, caused by or arising from non-negligent liability for which the Insured is required to effect insurance under the terms of Clause 6.5.1 or Clause 21.2.1, of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any clause of similar intent in other forms of contract.

Section 8: Products Liability

Claimants' costs and expenses – now payable if the Insured is ordered to pay them, or paid with the Company's written consent, in respect of an Occurrence.

The following amendments are made to the Definitions and Interpretations:

- **The Insured** – this has been removed and replaced with the Indemnity to Others Extension (see below).
- **The Business** – this is now the Definition of Business.
- **Bodily Injury** – this has been updated and is now a Definition.

The following Definition has been updated:

- **Indemnity Limit**

The following Definition has been added:

- **Asbestos**

The following Extensions have been updated:

- **Court Attendance Costs** – cover now up to £500 per day any one director or partner and £250 per day for any Employee.
- **Health and Safety at Work etc. Act 1974** – cover does not now apply to any costs or expenses incurred without the Company's written consent.
- **Consumer Protection and Food Safety Acts** – now states that indemnity shall not apply under this Extension to proceedings or appeals in respect of any deliberate act or omission by any director of the Insured or partner of the Insured or Employee.
- **Claims under Data Protection Legislation** (this replaces the Data Protection Act 1998 Extension) – cover updated in consideration of current legislation and limit of liability increased to £500,000 in the aggregate and in any one Period of Insurance.

The following Extensions have been added:

- **Indemnity to Others** – this replaces the Interpretation of The Insured mentioned above.
- **Corporate Manslaughter and Corporate Homicide Act 2007** – cover up to £1,000,000 in the aggregate and in any one Period of Insurance.
- **Vendor's Liability**
- **Financial Loss** – cover up to £250,000 in the aggregate during any one Period of Insurance. Subject to an Excess of 10% (minimum contribution £2,500).
- **Environmental Statutory Clean Up Costs** – cover up to £250,000 in the aggregate and in any one Period of Insurance. Subject to an Excess of £1,000.
- **Legionellosis** – cover up to £100,000 in the aggregate during any one Period of Insurance. Subject to an Excess of 10% (minimum contribution £2,500).
- **Libel or Slander** – cover up to £100,000 in the aggregate during any one Period of Insurance. Subject to an Excess of 10% (minimum contribution £2,500).

The following Exclusions have been added:

- **a** exposure to;
- **b** inhalation of;
- **c** fears of the consequences of exposure to or inhalation of; or
- **d** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,

Asbestos including any product containing Asbestos.

- legal liability assumed by the Insured under contract or agreement (other than under any condition or warranty of goods, implied by law) unless such liability would have attached in the absence of such contract or agreement, other than as provided for by the Vendor's Liability Extension, of this Section. This replaces the Contractual Liability Special Condition and makes provision for the Vendor's liability Extension.

Section 9: Breakage of Glass

The following Definition has been updated:

- **Glass**

The following Definition has been added:

- **Special Glass**

The Signs Extension is now Extension 6 Damage to Signs.

The following Extension has been added:

- **Boarding Up**

The following Exclusion has been updated:

- breakage of any Glass or Sanitary Ware, which was broken or cracked prior to the Effective Date (as stated in the Schedule).

Section 10: Specified All Risks

This Section has been renamed (previously called All Risks on Machinery and/or Apparatus).

The Sum Insured (or any other stated limit of liability) is now stated as being in the aggregate to any property collectively described by each item under this Section, unless otherwise stated.

The following Definition has been added:

- **Property Insured**

The following Conditions have been added:

- **Theft Protections** – applicable to Property Insured kept at the Premises.
- **Minimum Standards of Protection** – automatically applies to Property Insured under this Section whilst kept at the Premises if this Condition is applicable under Section 1: Material Damage.
- **Intruder Alarm** – automatically applies to Property Insured under this Section whilst kept at the Premises if this Condition is applicable under Section 1: Material Damage.
- **Property in Transit** – applies to Property Insured under this Section in transit (whilst in the Insured's control). The Insured must comply with Conditions 1 and 2 stated in Section 3: Goods in Transit, whether or not Section 3 is insured. These concern Security Measures and that all vehicles should be kept in a good state of repair and in efficient roadworthy condition.

The following Exclusions have been updated:

- Damage to the Property Insured caused by or consisting of:
 - a** theft or any attempt thereat:
 - i** from the Premises unless involving entry to or exit from the structures at the Premises by forcible and violent means but not:
 - a** from any structure which is incapable of being locked; or
 - b** property in the open unless agreed otherwise by the Company;
 - ii** other than from the Premises between the hours of 9pm and 6am unless the Property Insured is in the personal custody of the Insured or any partner or director or the Insured or Employee or in a securely locked or occupied building; or
 - iii** from any building which is Vacant or Disused.
 - b** subsidence, ground heave or landslip unless resulting from:
 - i** fire, explosion or earthquake; or
 - ii** the escape of water or oil from any tank or apparatus or pipe.
- Damage to the Property Insured:
 - a** caused by freezing;
 - b** caused by escape of water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation; or
 - c** caused (other than by fire or explosion) by malicious persons or vandals,
 - in any building which is Vacant or Disused.

The following Exclusions have been added:

- property let out by the Insured on hire.
- loss resulting from the Insured voluntarily parting with title or possession, of any property by deception.
- loss insured by a fidelity guarantee insurance.
- any claim for which more specific insurance applies under Sections 11 to 14 or 19, of this Policy.

Section 11: Deterioration of Stock

The Section has been renamed (previously called Deterioration of Refrigerated Foods) and has been rewritten.

Cover is no longer restricted to Refrigerated Foods.

The Section now states:

- where the stock is stored or situated, for cover to apply.
- that, in respect of stock stored in any temporary replacement Temperature Controlled Chamber whilst at the Premises, cover is restricted to up to 14 days.
- that at its own option, the Company may replace the stock that has been subject to Damage.
- the causes of Deterioration for which cover is applicable.

The following Definitions have been added:

- **Defect**
- **Deterioration**
- **Property Insured** (this replaces the Refrigerated Foods Definition)
- **Temperature Controlled Chamber**

The following Extensions have been added:

- **Cleaning and Disinfection** – up to £25,000 per original cause.
- **Disposal of Property Insured** – up to £25,000 per original cause.
- **Loss Prevention Measures** – up to £25,000 per original cause.

The following Clauses have been added:

- **Reinstatement of Losses** – the Sum Insured (or any other stated limit of liability) is automatically reinstated following a loss, unless applied as a maximum in any one Period of Insurance.
- **Average** – the Company will only pay a proportionate amount of the claim if the Sum Insured is inadequate at the commencement of Damage.

The following Conditions have been added:

- **Claims Settlement** – the Insured may proceed with minor repairs without affecting the cover provided that the Insured complies with Claims Condition 2 of the Policy.
- **Discovering a Defect** – requirements regarding investigating a Defect which has not yet resulted in Deterioration and correcting the Defect in all Temperature Controlled Chambers.

The following Conditions have been removed:

- **Payments on Account**
- **Other Insurances** – see Claims Condition 6 in the Policy.
- **Access** – see Claims Condition 3a in the Policy

The following Exclusion has been updated:

- the exclusion relating to losses arising from the deliberate act of the public electricity supplier of electricity has been amended to read “any cost resulting from a deliberate act or failure, of a utility supplier, grid operator or telecommunications operator, other than where that was necessary to protect life or prevent damage to property”.

The following Exclusions have been added:

- excluding Damage covered by Perils insured under Section 1: Material Damage.
- Damage caused by or arising out of any intentional act or failure to act by the Insured, unless this is a measure to reduce injury or Damage.

The following Exclusions have been removed:

- loss occurring in any cabinet which is older than 5 years when this insurance commences unless there is in force in respect of such cabinet a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers.
- loss caused by incorrect setting of thermostats or automatic controlling devices.

The standard Excess for this Section is now £100.

Section 12 has been rewritten and is now called Section 12a. A new Section 12b: Engineering Inspection has been added.

Section 12a: Engineering Damage to Machinery and Plant

The following Definitions have been updated:

- **Breakdown**
- **Collapse**
- **Explosion**
- **Property Insured** – this replaces the Machinery and Plant Definition.

The following Definitions have been added:

- **Defect**
- **Electronic Derangement**
- **Fragmentation** – previously called Cover A.
- **Hazardous Substance**
- **Indemnity Limit**
- **Market Value**
- **Pressure Plant**
- **Re-siting**
- **Temporary Plant**

The following Definitions have been removed:

- **Boilers and Pressure Vessels**
- **Inspecting Authority**

The following Extensions have been updated:

- **Automatic Cover** (previously Capital Additions) – the provisos have been rewritten.
- **Temporary Removal** – cover now up to the Indemnity Limit.
- **Debris Removal Dismantling and Demolition** (this replaces the Cost of Debris Removal Extension) – this is now limited to £50,000 per original cause and now includes the costs of dismantling, demolishing and protecting the Property Insured.
- **Loss Prevention Measures** (this replaces the Loss Minimisation Extension) – this is now limited to £25,000 per original cause.
- **Temporary and Fast-Track Repair** (this replaces the Temporary Repairs Extension) – limit increased to £50,000 per original cause.

The following Extensions have been added:

- **Machinery Movement** – up to £50,000 per original cause.
- **Damage to Own Surrounding Property – Pressure Explosion** – previously Cover C Explosion Damage to Own Property.
- **Temporary Plant** – up to £50,000 per original cause.
- **Cost of Substitute Equipment** – up to £25,000 per original cause.

- **Hazardous Substances** – up to £100,000 per original cause.
- **EEI (Environmental & Efficiency Improvements)** – up to 25% of the new replacement cost or 25% of the Indemnity Limit, per original cause, whichever is the less.
- **Emergency Services** – up to £10,000 per original cause.
- **Repair Cost Investigation** – up to £50,000 per original cause.
- **Reinstatement of Data** – in respect of computer equipment which controls or operates an item of Property Insured – up to £100,000 per original cause.

The following Clause has been updated:

- **Reinstatement Basis of Settlement** (this replaces Clauses 1 Reinstatement, 2 Indemnity and 3 Special Provisions) – now states that for Damage to conveyor belts and heat-resistant materials which form a component part of the Property Insured and have a limited working life, settlement will be based on the Market Value of the part at the time of the Damage. Cover now includes undamaged parts of the Property Insured up to £50,000 per original cause. If the damaged items are no longer produced by the manufacturer, the Company will pay the cost of replacing the Property Insured with its nearest equivalent.

The Special Conditions have been removed and the following Conditions added:

- **Claims Settlement** – requirements regarding the settling of claims.
- **Discovering a Defect** – requirements for correcting defects in the Property Insured.

The following Exclusion has been updated:

- The excluded perils have been restated to accord with the Perils defined in Section 1: Material Damage (other than Explosion as defined within this Section 12a) to exclude cover which is more specifically insured under Section 1: Material Damage. This exclusion does not apply to the Temporary Removal or Temporary Plant Extensions.

The following Exclusions have been added:

- Damage to consumable parts of the Property Insured requiring periodic renewal unless forming part of other insured Damage.
- Damage caused directly by:
 - reduction in performance.
 - any fault known about prior to the start of the Period of Insurance.
- Damage recoverable under any maintenance agreement or any warranty or guarantee.
- Damage to the Property Insured caused by solidification unless that Damage results from Damage to the Property Insured.
- the cost of service or maintenance of Property Insured.
- any cost of improving or overhauling the Property Insured following Damage, unless specifically covered under this Section.
- Damage which is discovered when carrying out checks or inventories which cannot be accounted for.

Section 12b: Engineering Inspection

This is a new Section under this Policy.

Section 13: Engineering Business Interruption

The following Definitions have been updated:

- **Indemnity Period**
- **Insured Event** (and this replaces the Insured Events Definition)
- **Time Exclusion** (and this replaces the Exclusion Period Definition)

The following Definitions have been added:

- **Damage**
- **Franchise**
- **Property Insured**

The following Extensions have been added:

- **Subrogation Waiver**
- **Claims Preparation Costs** – up to £75,000 per original cause.
- **Anchor Location** – up to £50,000 per original cause.
- **Public Relations Costs** – up to £25,000 per original cause.
- **Brands and Labels** – up to £50,000 per original cause.

The following Clauses have been added:

- **Option to Convert to Output (Estimated Gross Profit cover only)** – the option to convert the basis of settlement from Turnover to Output, being the sale value of materials produced.
- **Uneconomical Repairs** – if an item subject to Damage is no longer being produced or is no longer available and repair would be uneconomical, indemnity is restricted to a maximum period of 6 months (or the Indemnity Period shown in the Schedule if less).
- **Alternative Premises** – goods sold or services rendered elsewhere than at the Premises will be taken into consideration in the event of a loss.
- **Value Added Tax** – all terms under this Section will be exclusive of VAT (where accountable to the tax authorities).

The following Clause has been removed:

- **Reinstatement of Losses**

The following Conditions have been added:

- **Claims Settlement** – the loss sustained by the Insured during any Franchise period or Time Exclusion, stated in the Schedule, will be deducted from the claim. The Insured may proceed with minor repairs without affecting cover provided that the Insured complies with Claims Condition 2 of this Policy.
- **Access** – the Company or its representatives has the right of access to the Premises at reasonable times.
- **Damage Requirement** – requires that there has to be Damage covered by Section 12a: Engineering Damage to Machinery and Plant to the Property Insured for payment to be made under this Section and also replaces the Material Damage Proviso Waiver Clause.
- **More than One Insured** – where more than one insured party is named in the Schedule, the first named insured will act on behalf of all named parties. The Company will not pay more than the Sum Insured (or any other stated limit of liability), regardless of the number of people or organisations insured.

The Exclusions to this Section have been restated. Additional Exclusions comprise:

- losses due to insolvency or bankruptcy.
- loss of Gross Profit, Gross Revenue or other costs resulting from:
 - any lease, contract, licence or order ending or being suspended or cancelled.
 - penalties of any kind.
 - lack of, or guarantees of, performance.
 - inefficiency or delay.
 - measures to eliminate or reduce losses from any of the above causes.

Any exclusions relating to specified perils have been removed as the cover for loss resulting from Event 1 under this Section is now subject to a related claim being payable under Section 12a: Engineering Damage to Machinery and Plant.

Section 14: Computer and Cyber

This Section has been rewritten with the following covers now available:

Sub-Section 1 – Cyber Crime (new)

Sub-Section 2 – Cyber Liability (new)

Sub-Section 3 – Data Breach Expense (new)

Sub-Section 4 – Cyber Event – Loss of Business Income (new)

Sub-Section 5 – Hardware (and previously called Sub-Section 1 – Hardware & Records)

Sub-Section 6 – Data Corruption and Extra Cost (replacing Sub-Section 2 – Loss of Information and Sub-Section 3 – Business Interruption – Increased Cost of Working)

Claims under this Section of the Policy are administered by and managed on NIG's behalf by HSB Engineering Insurance Limited. The Section now includes instructions for **Making a Claim**.

The majority of the Definitions under this Section have been rewritten and new Definitions added.

Note that the cover previously provided under Extension H Computer Virus Seek and Destroy is now included as standard cover within Sub-Sections 5 – Hardware and 6 – Data Corruption and Extra Cost.

Sub-Section 5 – Hardware

Cover is now available for the following items:

- **Computer Equipment** (at the Premises only)
- **Electronic Office Equipment** (at the Premises only)
- **Portable Equipment** (anywhere in the world)

The following Extensions have been updated:

- **Gas-Flooding Systems** (this replaces the Accidental Discharge of Gas Flooding Systems Extension) – now includes cleaning up and repairing Damage and the limit has been increased to £100,000 any one Occurrence.
- **Incompatibility** (this replaces the Incompatibility of Computer Records Extension) – limit increased to £100,000 any one Occurrence. Cover for restoration, recompilation or replacement of Computer Records is now provided for under Sub-Section 6 – Data Corruption and Extra Cost.
- **Waste Disposal Costs** (this replaces the Debris Removal Costs Extension) – now includes the cost of the Insured keeping to the Waste Electrical and Electronic Equipment Directive and the limit has been increased to £100,000 any one Occurrence.

The following Extensions have been added:

- **Extra Hardware** – the sum insured is increased by £500,000 for Hardware acquired during the Period of Insurance, for which the Insured has accidentally failed to notify the Company.
- **Extra Hire or Lease Cost** – cover for costs the Insured is required to pay or continue to pay under hire, lease, rental or other agreement applying to the Hardware, up to £25,000 in total and in the aggregate in respect of any one Occurrence.
- **Fire Brigade Charges** – up to £50,000 any one Occurrence.
- **Recovery of Hardware** – up to £10,000 any one Occurrence.
- **Security Guard Costs** – up to £25,000 any one Occurrence.
- **Temporary Removal** – Hardware whilst temporarily removed to, or being transported to, any other location, up to £100,000 any one Occurrence.
- **Trace and Access** – up to £25,000 any one Occurrence.

The following Extension has been removed:

- **Additional Property Extension**

The following Conditions have been added:

- **Minimum Standards of Protection** – if this Condition is operative under Section 1: Material Damage then it will also apply to this Sub-Section in respect of the Premises concerned.
- **Intruder Alarm** – if this Condition is operative under Section 1: Material Damage then it will also apply to this Sub-Section in respect of the Premises concerned.

The following Exclusion has been added:

- disappearances or shortages discovered during checks or inventories.

The following Exclusions have been removed:

- **Lease, Hire, Rent, Loan or Sale**
- **Breakdown or Derangement**

Sub-Section 6 – Data Corruption and Extra Cost

The Sums Insured under Sub-Section 2 – Loss of Information and Sub-Section 3 – Business Interruption – Increased Cost of Working of the Insured's previous Policy have been combined to form the basis of the Sum Insured for this new Sub-Section 6. Please note, however, that the new Sum Insured may be higher. The Schedule will show the actual Sum Insured applied.

Cover includes the cost of investigating and reconfiguring the Insured's Computer System and the Computer System of a Service Provider in addition to the cost of restoring and recreating Data.

The following Extensions have been added:

- **Accountants' Fees** – The costs incurred in providing the Company with the information it needs to calculate what should be paid for extra staffing as well as any extra fees which might be charged by the Insured's usual auditors or accountants – up to £50,000 any one Occurrence.
- **Loss of Interest** – cover for loss of interest on money the Insured would have earned or on money borrowed to maintain normal revenue, which is affected by Damage to Hardware, a Cyber Event or Prevention of Access – up to £10,000 any one Occurrence.

The following Extensions have been removed:

- **Additional Property Extension** (previously applicable to Sub-Section 2 – Loss of Information)
- **Additional Rentals** (see Extra Hire or Lease Cost Extension under Sub-Section 5 – Hardware)

The following Exclusions have been added:

- the cost of any forensic or legal investigation, as described.
- any cost or loss caused by or resulting from the failure of any electrical power supply network or telecommunication network not owned and operated by the Insured, apart from loss of Business Income from physical damage insured by this Section, to such network or other property. This replaces the Acts of Telecommunications Authorities Exclusion which previously applied to Sub-Section 3 – Business Interruption – Increased Cost of Working.

The following Exclusions (applicable to the previous Sub-Section 3) have been removed:

- **Cost of Reinstatement of Information** – this is now all inclusive in this new Sub-Section.
- **Exclusion Periods** – these no longer apply.

All Sub-Sections:

The following Extensions have been updated:

- **Avoiding Corruption** (previously called Computer Virus Seek and Destroy) – cover now up to £50,000 any one Occurrence.
- **Investigation Cost** (previously called Consulting Engineers Fees/Repair Investigation Costs) – now restricted to £50,000 any one Occurrence.
- **Loss Prevention Measures** (previously called Measures Taken in Avoidance of Loss) – now limited to £50,000 any one Occurrence. There is no longer a 10% limitation of the sum insured.
- **Temporary and Fast-Track Repair** (previously called Temporary Repairs and/or Expediting Costs) – cover now up to £100,000 any one Occurrence or 50% of the cost of the claim, whichever is the lesser.
- **Waiver of Subrogation Rights** (previously General Memorandum 3) – updated so that the term ‘user’ is more specifically defined and so that the Company does not waive rights of recovery from a Service Provider or the rights to recover from any Employee or from Directors and Officers due to dishonest, fraudulent, criminal or malicious acts or decisions.

The following Extension has been removed:

- **Research and Development Costs** – the cost of restoring and recreating Data is now covered under Section 6 – Data Corruption and Extra Cost.

The following General Memoranda have been removed:

- **Automatic Reinstatement**
- **Indemnity to Parent/Subsidiary Companies** – cover is now limited to the Insured as defined in the Policy and as shown in the Schedule.
- **Waiver of Subrogation Rights** – this is now an Extension (see above).
- **Misuse or Contamination of Computer Systems** – cover is now automatically included under Sub-Sections 5 – Hardware and 6 – Data Corruption and Extra Cost, as a Cyber Attack.
- **Special Precautions** – these are now separated out and applied as separate Conditions.
- **Special Conditions** – now applied as Conditions and states when they are a condition precedent to liability.

The following Clauses have been added:

- **Seventy Two Hours Clause** – all claims resulting from earthquake, storm or flood, all Damage or other loss arising within a 72 hour period shall be deemed to constitute one claim.
- **War** – General Exclusion 1: War, Government Action and Terrorism of this Policy shall not apply in respect of weapons of war which were not discovered before the start of the Period of Insurance provided that there is no war in that country.
- **One Excess** – only the one (highest) Excess shall apply to claims made under more than one Sub-Section of Section 14. The Excess will apply separately from any Time Excess.
- **Value Added Tax** (applicable to Sub-Sections 4 – Cyber Event – Loss of Business Income and 6 – Data Corruption and Extra Cost) – to the extent that the Insured is accountable to the tax authorities, all terms under these two Sub-Sections shall be exclusive of such tax.

The following Conditions have been added:

- **Caring for Hardware**
 - Hardware must be maintained, inspected and tested as per manufacturer’s recommendations.
 - a record must be kept of all maintenance and Data back-up procedures and any maintenance carried out. Such records to be made available to the Company for checking.

- **Cyber Attack Limit** – the most the Company will pay in total for the Period of Insurance (regardless of the number of Occurrences, claims or claimants) for all claims, costs or losses that are the result of Cyber Attack is £250,000.
- **Data Backup** – original Data must be backed up at least every 7 days including by any Service Provider who processes or stores data on the Insured’s behalf. This replaces items c and d of General Memorandum 5 Special Precautions.
- **Defence Software** – the Insured’s Computer System must be protected by licensed virus-protection software and firewall protection be in place and maintained on all external gateways to the internet. This replaces item e of General Memorandum 5 Special Precautions.
- **Enforcement of the Insured’s Rights** – the Company reserves the right to take all necessary steps to enforce the Insured’s rights against any third-party other than in circumstances which are provided for by the Waiver of Subrogation Rights Extension.
- **Controlling Defence** – the Company reserves the right to take control of investigating, settling or defending any claim against the Insured and will only defend claims if they think that there is a reasonable chance of success.
- **Other Insurances** – if there is any other insurance covering the Insured’s claim, the Company will only pay their proportionate share under this Section, even if the other insurer refuses to pay the claim. As soon as the Insured becomes aware of any incident or circumstance which may result in a claim under this Section, the Insured must provide details of any other insurances which may cover the same loss.
- **Salvage and Recoveries** – the Company reserve the right, once a claim has been paid and the Insured later recovers their Hardware or recovers money from a third party, to reclaim the Hardware or any amounts over and above the amount paid by the Company in connection with the claim.
- **General Conditions, Claims Conditions and General Exclusions** – where there is any conflict with these Policy conditions and exclusions and the terms, definitions, conditions, clauses and exclusions, under this Section of the Policy, the ones under this Section take precedence.

The following Special Condition has been removed:

- **Unattended Vehicle Security Condition**

The following Exclusion has been updated and now applies to all Sub-Sections of this Section:

- property belonging to the Insured which is confiscated or damaged by, or under the order of, any government, public or police authority, other than:
 - a to protect life or prevent Damage to property; or
 - b as the result of a regulatory investigation after the Insured have failed, or allegedly failed, to keep to their Data Privacy Obligations.

The following Exclusions have been added:

- circumstances known about prior to inception of cover.
- extortion, blackmail or ransom payments or demands, other than in connection with cover provided by Sub Section 1 – Cyber Crime.
- fines, penalties, punitive or exemplary damages other than as provided under Sub-Section 2 – Cyber Liability.
- penalties under contract for any delay or in connection with guarantees of performance or efficiency.
- any intentional act, or failure to act unless such act or failure to act is to prevent or minimise injury, Damage to the Insured’s Hardware, loss of Business Income or a claim for Damages.

- the cost of normal Computer System maintenance.
- the Insured's commercial decision to stop trading, or the decision of a Service Provider, customer or supplier, to stop or reduce trade with the Insured or restrict services.
- losses caused by or arising from the Insured's insolvency or bankruptcy.
- Damage caused by any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.

The following Exclusion has been removed:

- **Lease, Hire, Rent, Loan or Sale**

Section 15: Loss of Licence

- Special Condition 1 (Limit of Liability) has been removed as this is now more specifically stated in the definitions of Cover A to E.
- Special Conditions 2 (Value Added Tax) and 3 (Alternative Trading) are now Clauses 1 and 2 respectively.

Section 16: Fidelity Guarantee

This is a new Section under this Policy.

Section 17: Legal Expenses

This is a new Section under this Policy.

Section 18: Personal Accident

This is a new Section under this Policy.

Section 19: Contractors All Risks

This is a new Section under this Policy.

Endorsements

Please note that any endorsements that apply to your Policy may also have been amended in light of the changes notified to you in this Notice. Where any endorsements, whether arising as a result of the changes notified to you in this Notice or otherwise, have been amended, replaced or added, they will appear in your Schedule. If removed, then they may have been catered for in the Policy wording. Please ensure that you read any endorsements to your policy carefully.