

Liability 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 Liability policy onto our updated Liability 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.

General Definitions

The following General Definitions have been moved to the relevant Sections of the Policy:

- **Craft**
- **Pollution or Contamination**
- **Products Supplied**
- **Property**
- **Territorial Limits**

The following General Definitions have been updated:

- **Damage**
- **Insured** – this replaces the Definition for The Insured.

The following General Definitions have been added:

- **Business**
- **Business Hours**
- **Policy**
- **Premises**
- **Schedule**

The following Interpretations have been moved to the relevant Sections of the Policy:

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

General Conditions

The following General Conditions have been updated:

- **Reasonable Precautions** – now changed to become conditions precedent to liability.
- **Instalments** – updated to state that the Company will give 7 days' notice of cancellation and states how refunds of premium will be calculated.

The following General Condition has been added:

- **Survey & Risk Improvement** – stating the Company's requirements of the Insured if a survey is requested by the Company.

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.
- **The Rights of the Company** – have been restated to give the Company more rights to take possession of or to take over control of any defence or settlement of claims and for the Insured's responsibilities to execute all assignments and assurances of such property where required.
- **Arbitration** – must be referred to an arbitrator in England and any dispute must be dealt with in accordance with English law.

The following Claims Condition has been added:

- **Subrogation** – The Company shall be subrogated to the rights of recovery of the Insured against any third party. Any claimant must assist the Company in enforcing any rights against any other party.

General Exclusions

The following General Exclusions have been updated:

- **War, Government Action and Terrorism** – the limits of liability for Terrorism in 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.

Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability) – these three Sections now have their own terms, Extensions and Conditions.

Section 1: Employers' Liability

Claimants' costs and expenses – now payable if the Insured is ordered to pay them. Any other claimants' costs and expenses are only payable with the Company's written consent.

The following Definition has been updated:

- **Indemnity Limit**

The following Definitions have been added:

- **Bodily Injury**
- **Business**
- **Territorial Limits**

The following Extensions have been updated:

- **Court Attendance Costs** – cover now up to £500 per day for any 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.
- **Work Overseas** – any work overseas must be in connection with the Business.

The following Extensions have been added:

- **Cross Liabilities** – previously only applied to Sections 2 (Public Liability) and 3 (Products Liability).
- **Indemnity to Others** – this was previously included within the Interpretation of The Insured contained in the General Definitions of the Policy.
- **Corporate Manslaughter and Corporate Homicide Act 2007** – cover up to £1,000,000 in the aggregate and in any one Period of Insurance.

The following Optional Extension has been removed:

- **Injury to Working Partners** – this will now (where applicable) be included by Endorsement on the Schedule.

Section 2: Public Liability

Claimants' costs and expenses – now payable if the Insured is ordered to pay them. Any other claimants' costs and expenses are only payable with the Company's written consent.

The following Definition has been updated:

- **Indemnity Limit**

The following Definitions have been added:

- **Asbestos**
- **Bodily Injury**
- **Business**
- **Craft**
- **Pollution or Contamination**
- **Products Supplied**
- **Property**
- **Territorial Limits**

The following Extensions have been updated:

- **Court Attendance Costs** – cover now up to £500 per day for any 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) – 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, requiring that such person must ordinarily be resident within the Territorial Limits and that cover shall not apply 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 was previously included within the Interpretation of The Insured contained in the General Definitions of the Policy.
- **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).
- **Hairdressers and Beauty Treatment** – optional cover for Standard Treatments and (where applicable) any additional treatments stated in the Schedule, subject to the total amount payable during any one Period of Insurance not exceeding the amount of the Indemnity Limit stated in the Schedule.

The following Extension has been removed:

- **Indemnity to Plant Owners**

The following Condition has been updated:

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

The following Exclusion has been updated:

- legal liability arising from:
 - a advice, design, formula or specification, provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;
 - b breach of professional duty or malpractice of any nature, by the Insured or on the Insured's behalf;
 - c the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind, by the Insured or on the Insured's behalf other than the sale or supply of proprietary branded and packaged drugs, medicines or medical supplies or equipment;

- d any treatment used, practised or performed by the Insured or on the Insured's behalf, other than when performing first aid; or
- e any surgical operation or medical procedure performed by the Insured or on the Insured's behalf.

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 3: Products Liability

Claimants' costs and expenses – now payable if the Insured is ordered to pay them. Any other claimants' costs and expenses are only payable with the Company's written consent.

The following Definition has been updated:

- **Indemnity Limit**

The following Definitions have been added:

- **Asbestos**
- **Bodily Injury**
- **Business**
- **Pollution or Contamination**
- **Products Supplied**
- **Property**

The following Extensions have been updated:

- **Court Attendance Costs** – cover now up to £500 per day for any 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) – 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 Exclusion has been updated:

- legal liability arising from:
 - a advice, design, formula or specification, provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;
 - b breach of professional duty or malpractice of any nature, by the Insured or on the Insured's behalf;
 - c the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind, by the Insured or on the Insured's behalf other than the sale or supply of proprietary branded and packaged drugs, medicines or medical supplies or equipment;
 - d any treatment used, practised or performed by the Insured or on the Insured's behalf, other than when performing first aid; or
 - e any surgical operation or medical procedure performed by the Insured or on the Insured's behalf.

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 Extension H (Vendor's Liability), of this Section. (This Exclusion previously formed part of Special Condition 2 Contractual Liability but has been updated to take into consideration the cover provided by the Vendor's Liability Extension.)

Section 4: Legal Expenses

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.

