

Shop Policy

Important Notice to Policyholder

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

We continually review Our product offerings in Our aim to ensure the cover provided is competitive in an ever-changing market. We have reissued Your policy wording to reflect changes to the cover. This notice is to advise You of the important updates.

The changes, summarised below, take effect from the renewal date. **Please note that these changes may apply to aspects of the policy of insurance for which cover has not been provided.** Please therefore read all Policy documentation carefully as this will confirm the cover provided. Please contact Your broker, intermediary or Agent, should You have any questions.

Your policy wording changes are summarised as follows:

Business Advice Services Section

- **Eurolaw Commercial Legal and UK Tax Advice -** clarification advice is by telephone and in respect of legal problems affecting the business.
- **Counselling Helpline -** their family is amended to read ‘their immediate family who permanently live with them aged 18 or over and to 16 and 17 year olds provided they are in full-time employment. Calls may be recorded.
- **Health and Medical Assistance Helpline -** clarification that calls are answered by a medically qualified person, Monday to Friday, 9am to 5pm.
- **Employment Manual –** address updated and option to be notified when the manual is updated.

General Conditions

- 6: Choice of Law - reference to European Law has been removed.
- 8: Security Minimum Protections – requirements have been updated to better reflect what security is available and required for roller shutters.
- 17: Electrical Inspection – requirement to complete any improvements/recommendations classified as a Code C3 within 6 months has been removed.

General Exclusions

- 1: War, Government Action and Terrorism – Terrorism meaning has been amended to replace ‘Damage’ with ‘loss, destruction or damage’ and the wording has been updated to show resulting loss or expense or costs caused by such event also includes ‘or contributed to by or arising from’ such event.



Shop Policy

Important Notice to Policyholder

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

Section 1: The Structure

Following Extension is amended:

- 3: European Union and Public Authorities is renamed Public Authorities and reference to European Union has been removed.

Following Condition is amended:

- 6: Flat/Felt Roof Condition is renamed Roof Condition and further defined to include a 'roof with a pitch of 12.5 degrees or less'. Any recommendations for improvements following inspection must be carried out within 28 days as opposed to immediately.

Section 2: Trade Contents

Following Condition is amended:

- 5: Flat/Felt Roof Condition is renamed Roof Condition and further defined to include a 'roof with a pitch of 12.5 degrees or less'. Any recommendations for improvements following inspection must be carried out within 28 days as opposed to immediately.

Section 3: Public and Products Liability

Following Extension is added:

- 12: Data Protection Legislation 2018

Section 4: Employers Liability

Following Extension is added:

- 6: Cross Liabilities

Section 12: Commercial Legal Expenses

Following Definitions are amended:

- Costs and Expenses updated to 'All reasonable, proportionate and necessary costs'
- DAS Standard Terms of Appointment



Shop Policy

Important Notice to Policyholder

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

- Date of Occurrence point a is updated and 'other than under Insured Incident I Tax Protection' is deleted and replaced with 'other than as specified under point c to point e below which covers Insured Incident C Statutory Licence Appeal, Insured Incident I, Tax Protection and Insured Incident B, Legal Defence 5, Statutory Notice Appeals
- Insured Person
- Preferred Law Firm
- Reasonable Prospects
- VAT Dispute is amended to 'Value Added Tax (VAT) Dispute

Two new sections are added:

- Making a Claim
- Important Information

Following Definitions are added:

- Appointed Representative
- Countries Covered
- Insured Incident
- Tax Enquiry

Following Definitions are deleted:

- Aspect Enquiry
- Cross-Tax Enquiry
- Full Enquiry
- Territorial Limits
- Representative

Cover is amended from 'the Insured Person' to 'You (or where specified, the Insured Person)' and a further point is added to explain what cover is provided 'during the currency of a previous equivalent legal expenses insurance'.

What We Will Pay heading is added and section is amended:

- The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards is £250,000.
- The total of all compensation awards under Insured Incident A Employment Disputes and 2 Compensation Awards in any one period of insurance shall not exceed £1,000,000.
- In respect of Insured incident B Legal Defence 6 Jury Service payment for the Insured Person is amended from 'absent from work' to 'attending court or tribunal'.



Shop Policy

Important Notice to Policyholder

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

What We will not pay is amended:

- We will not pay the VAT element of any Costs and Expenses if the Insured is registered for VAT.
- The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000. This must be paid within 21 days, the commencement of the 21 days will depend on if you are using a Preferred Law Firm or Your own law firm.

Insured Incidents have been updated:

A Employment Disputes and Compensation Awards

- 1 Employment Disputes Exclusions amended to include 'dispute relating directly to the same matter which gave rise to that warning', 'employee internal disciplinary or grievance procedures' and 'pursuing Your legal rights'.
- 2 Compensation Awards cover amended with an updated contact number 0345 878 5024 and confirmation all compensation awards and sums of money in settlement of a dispute is an aggregate sum and in any one Period of Insurance. Exclusion point 2 deletion 'of employment or a statutory provision' requirement under a contract. Further Exclusion also added 'A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure'.
- 3 Employee Civil Legal Defence wording updated.
- 4 Service Occupancy wording updated.

B Legal Defence

- 1 Criminal Pre-proceedings: Cover amended to claims relating to the Health and Safety at Work Act 1974 and the Countries Covered where the Act applies. Cover is for criminal investigations and/or prosecutions arising directly in connection with the business activities.
- Exclusions: not covering 'prosecutions due to infringement of road traffic laws' amended to not covering 'investigations due to alleged infringement of road traffic laws'
- 2 Criminal Prosecution Defence: Exclusion amended to include 'alleged' infringement of road traffic laws.
- 3 Data Protection wording and Exclusion updated.
- 6 Jury Service and Court Attendance: wording amended, and new Exclusion added to exclude claims where the loss cannot be proved.

C Statutory Licence Appeal

Exclusions wording updated.

D Contract Disputes

- Cover amended to pay Costs and Expenses in a contractual dispute.
- Exclusions wording updated.



Shop Policy

Important Notice to Policyholder

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

E Tenancy Disputes

- Cover amended to pay Costs and Expenses.
- Exclusions wording updated.

F Debt Recovery

- Cover amended to pay Costs and Expenses.
- Exclusions wording updated.

G Property Protection

- Cover amended to pay Costs and Expenses and 'material' amended to 'physical' property.
- Exclusions wording updated.

I Tax Protection

- Cover amended to pay Costs and Expenses.
- Exclusions wording updated.

General Exclusions (previously Exclusions)- wordings updated as below:

Exclusion 2 Costs DAS have not agreed - wording updated to remove 'written' and amended to 'expressed'.

Exclusion 6 Deliberate acts - amended to Wilful acts and wording updated.

Exclusion 8 A dispute with DAS - wording updated.

Exclusion 12 relating to a Group Litigation Order has been deleted

Exclusion 13 now Exclusion 12.

Exclusion 14 (now Exclusion 13) Insured Person wanting conduct of their claim – wording updated.

Exclusion 15 costs outside DAS Standard Terms of Appointment when not using a Preferred Law Firm has been deleted.

Conditions - wordings updated:

Condition 1 Your representation - wording updated.

Condition 3 Offers to settle a claim - wording updated.

Condition 6 Withdrawing cover amended to clarify that 'if during the course of a claim, Reasonable Prospects no longer exist the cover provided will end'.

Condition 7 Expert opinion - wording updated.

Previous Condition 8 now becomes Condition 9.

Previous Condition 9 now becomes Condition 12.

Following Condition is added:

Condition 8 Arbitration

Condition 10 Cover also provided under another policy

Condition 11 Applicable Law

DAS BUSINESSLAW – wording updated



Shop Policy

Important Notice to Policyholder

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

Data Protection - wording updated to reflect changes as per Data Protection Act 2018 and address of DAS privacy statement for full information of how your data will be processed.

How to make a complaint - wording added and replaces 'Problems' section.

DAS Head and Registered Office - wording added.

Financial Services Compensation Scheme – wording added.

Section 13: Terrorism

Cover updated to clarify 'as insured by this Policy' relates to all Heads of Cover including Non-Damage Business Interruption.

Policy Extension 1: Engineering Breakdown

Following Definition amended:

- Accident point f - 'Damage caused by or due to operator error' updated to include 'that results in the overloading of Covered Equipment' and Point G is deleted
- Covered Equipment Exclusion x amended and extended to xiii, now also includes Biomass and Biogas Installation, Hydroelectric Installation and certain electricity generating equipment.

Following Definitions are added:

- Biomass and Biogas Installations
- Cyber Event
- Electronic Derangement
- Hydroelectric Installations

Additional Cover 3 Reinstatement of Data updated to reflect cover provided 'unless otherwise excluded' and Computer Equipment is replaced with Covered Equipment.

Additional Cover 4 Increased Costs of Working updated to reflect cover provided 'unless otherwise excluded' and 'in consequence of an Accident to Covered Equipment'.

Additional Conditions 2 Back Up Records – wording updated



Shop Policy

Important Notice to Policyholder

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

Following Exclusions are amended:

- Exclusion 1 - remove reference to 'defect, virus, loss of data or other situation within Media'
- Exclusion 2 – replaced with 'loss or damage of any kind caused by a Cyber Event'
- Exclusion 3 – replaced with 'Damage to data on Media' in predefined situations

Following Exclusions are added:

- Exclusion 4 – 'Damage recoverable under maintenance agreement or any warranty of guarantee'
- Exclusion 5 – 'any costs incurred due to a delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media'

Your Product Summary has also been updated in line with these changes, where applicable, with a further update shown under Section 5: Business Interruption to clarify the cover provided under the Disease Extension is 'as specified in the Policy'.

NIG Shop Notice to Policyholder July 2021

