

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

We are reissuing your NIG Motor Trade One policy onto our updated product wording with effect from the renewal date of your Policy.

The following part of this notice advises you of the main updates and changes. This Notice to Policyholder does not contain the full terms and conditions of your insurance, please therefore read all Policy documentation carefully as this will confirm the cover provided.

Please note that these amendments may apply to aspects of this Policy for which cover has not been provided.

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

Your policy wording changes are summarised as follows:

Helpline Services

This Section has been updated. This includes:

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

General Conditions

The following General Conditions have been updated:

- **Cancellation Rights of the Insured** – the notice of cancellation detailed in item a ii now states that such notice must be made in writing by the Insured.
- **Cancellation Rights of the Company**
 - the notice of cancellation detailed in item b i now states that such notice will be made in writing by the Company.
 - the requirement for the return of any effective Certificate of Employers' Liability Insurance has been removed.
- **Instalments**
 - the notice of cancellation detailed in item a now states that such notice will be made in writing by the Company.
 - if the Insured is a resident of Northern Ireland, Isle of Man or the Channel Islands the Insured must declare to NIG that all hard copies of their Certificate(s) of Motor Insurance, which have been issued in connection with this Policy, have been destroyed and all electronic copies deleted.
- **Choice of Law**
 - the words Under European Law, have been removed and if the Insured is resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where the Insured is resident will always apply.
 - the word Agreement is replaced with the word Policy.
- **Survey & Risk Improvement**
 - item a has been amended so that there is no longer any reference to making contact within 80 days.

However, if a survey is required, NIG shall be allowed access to the Premises to carry out a survey.

The following General Condition has been added:

- **Sanctions, Prohibitions or Restrictions** – the Company shall not be exposed to any sanction, prohibition or restriction, as stated therein.

Claims Conditions

The following Claims Condition has been updated:

- **Conditions Precedent** – The following sentence has been removed:
Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

General Exclusions

The following General Exclusion has been updated:

- **Pollution or Contamination** – the words tank apparatus or pipe in the list of Defined Perils in this General Exclusion have been amended to read tank or apparatus or pipe.
- **Computer Virus and Hacking** – The list of Sections that this General Exclusion shall not apply to now also states Section 8: Engineering Damage to Machinery and Plant, Engineering Inspection and Computer Insurance and Section 9: Engineering Business Interruption.

The following General Exclusion has been added:

- **Infectious or Contagious Disease** – this Policy does not cover infectious or contagious disease and/or the fear or threat thereof, as stated therein.

Section 1: Material Damage

The following Extensions have been updated:

- **European Union, Public Authorities and Loss Prevention Council** – this title now reads **Public Authorities and Loss Prevention Council**. In item 1 the words European Union legislation, regulations, have been replaced with the words legislation and regulations.
- **Fire Brigade and Rescue Services Damage to Grounds** – a comma has been inserted after the words emergency services, to better clarify the intent.

The following Clauses have been updated:

- **Reinstatement Basis of Settlement** – the reference to European Union has now been removed.
- **Day One (Non-Adjustable)** – the reference to European Union has now been removed.

Section 2: Business Interruption

The following Extensions have been updated:

- **Unspecified Suppliers – Vehicle Components** – now reflects the fact that the UK is no longer part of the European Union.

- **Unspecified Suppliers – Motor Fuels** – now reflects the fact that the UK is no longer part of the European Union.
- **Unspecified Suppliers (Rest of World)** – now reflects the fact that the UK is no longer part of the European Union.
- **Unspecified Customers** – now reflects the fact that the UK is no longer part of the European Union.
- **Property in Transit** – now reflects the fact that the UK is no longer part of the European Union.
- **Public Emergency** – item e has been removed.
Despite the removal of item e, please note that this Extension will be subject to the new General Exclusion of Infectious or Contagious Disease, applicable to this Policy. Section 6: Public Liability

Section 6: Public Liability

The following Definition has been updated:

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

The following Extensions have been updated:

- **Data Protection Act 2018** – this Extension has been replaced by our Claims Under Data Protection Legislation Extension. Please refer to your Policy documents for the full wording.
- **Work Overseas** – in item a, the words outside of the Territorial Limits, have been removed to reflect the fact that the UK are no longer part of the European Union.

Section 7: Defective Workmanship

The following Definition has been updated:

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

The following Extensions have been updated:

- **Financial Loss** – an exclusion has been added to exclude legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.
- **Data Protection Act 2018** – this Extension has been replaced by our Claims Under Data Protection Legislation Extension. Please refer to your Policy documents for the full wording.

Section 8a: Engineering Damage to Machinery and Plant

The following Definitions have been added:

- **Cyber Event**
- **Defect**

The following Definitions has been updated:

- **Reinstatement**
 - the references to European Union have now been removed and the references to Legislation, Acts of Parliament, Regulation or Bye-Laws in vi.i have been amended to read legislation or regulations under Acts of Parliament or local authority bye-laws.
 - the words the amount recoverable in proviso vi have been amended to read the amount payable.
 - for clarity proviso vi.i.i has been amended to read unless the Insured receives notice from the relevant body to comply after the Damage occurs.

The following Extensions have been updated:

- **Automatic Cover** – the word defects in proviso a has been amended to read Defects.
- **Temporary Removal** – now reflects the fact that the UK is no longer part of the European Union.

The following Condition has been added:

- **Discovering a Defect** – the Insured shall, on discovery of a Defect in the Property Insured, investigate and, if possible, correct the Defect before it results in Damage.

The following Exclusion has been added:

- This Section now excludes any Damage or loss, of any kind, caused by a Cyber Event or any malfunction resulting therefrom.

Section 8c: Computer Insurance

The following Definition has been updated:

- **Accident** – items c and d are replaced with the following:
Failure or variation in the supply of electricity or telecommunications networks owned and operated by the Insured; or

The following Definition has been added:

- **Cyber Event**

The following Exclusions have been added:

- This Section now excludes:
 - any Damage or loss, of any kind, caused by a Cyber Event or any malfunction resulting therefrom.
 - any cost or loss caused by or resulting from the failure or interruption of any electrical power supply network or Telecommunication Network (as defined in the Policy) not owned or operated by the Insured.

Section 9: Engineering Business Interruption

The following Definition has been updated:

- **Accident**
 - Section 1 and Section 2 are now Event 1 and Event 1 and all references in this Section of the Policy have been amended to reflect this change.
 - the exclusion of Explosion of a boiler or economiser in item b of Event 1 (previously Section 1) now relates to a boiler or economiser, belonging to or under the control of the Insured.
 - Event 2 (previously Section 2) has been amended so that the public utilities, services or supplies to which this item relates are now specified and now clarifies that the failure or fluctuation needs to continue beyond the Franchise period stated in the Policy.

The following Exclusions have been added:

- Exclusion 3 – This Section now excludes any loss resulting from interruption or interference due to a Cyber Event as defined under Section 8a: Engineering Damage to Machinery and Plant, of this Policy.
- Exclusion 4 – excluding losses caused by or arising from the Insured's insolvency or bankruptcy.
- Exclusion 5 – loss of Gross profit or Gross Revenue (as applicable), or any other cost, resulting from such things as:

- suspension or cancellation of any lease, contract, licence or order.
 - penalties of any kind.
 - lack of, or guarantees of, performance.
 - inefficiency or delay.
- or measures to eliminate or reduce losses from any of the above causes.

Sections 8a, 8c and 9: (Supplemental)

The following Condition has been updated:

- **Other Insurances** – has been amended so that there is no conflict with the standard Other Insurances Policy Claims Condition.

The Exclusions now no longer apply to Section 9: Engineering Business Interruption.

The following Exclusion has been updated:

- **Intentional Acts** – amended to exclude Damage or any loss resulting from interruption to or interference with the Business due to any intention act or failure to act by the Insured, unless this is a measure to reduce injury or Damage, or due to intentional overloading, testing, experiment or deliberate application of any abnormal condition.

The following Exclusions have been added:

- **Insolvency or Bankruptcy** – any losses as a result thereof.
- **Maintenance Agreement, Warranty or Guarantee** – excluding any loss, destruction or damage recoverable under any maintenance agreement, warranty or guarantee.

Section 10: Legal Expenses

- Immediately following the opening sentence to this Section, a heading has been inserted that reads:
Terms of the Agreement:
- Provisos a to d have been amended to read 1 to 4 respectively.
- Proviso 2 (previously b) relating to the Date of Occurrence of the Insured Incident has been rewritten to accommodate claims which might arise from events which occurred prior to inception of cover under this Section of the Policy.

What the Company will pay:

The following items under this heading have been updated:

- **Item 1** –now clarifies that the Indemnity Limit stated in the Schedule relates to Costs and Expenses and compensation awards claims.
- **Item 4 (previously 3)** – this item now requires the Insured to tell DAS as soon as possible and within the statutory time limits allowed that they want to appeal.
- **Item 7 (previously 6)** – the words absent from work, have been replaced with the words attending court or tribunal.

The following item under this heading has been added:

- 2 the most the Company will pay for the total of all compensation awards under Insured Incident 1 b Compensation Awards (Employment Disputes and Compensation Awards) in any one Period of Insurance is £1,000,000;

This previously appeared as item 2 under What the Company will not pay and has been re-worded to achieve a similar intent.

Making a Claim:

The entries under this heading have been repositioned from after the Definitions to before the Definitions, in this Section and have been updated.

Definitions:

The following Definitions have been updated:

- **Costs and Expenses** – item now refers to costs being reasonable, proportionate and necessary.
- **Date of Occurrence** – Item a does not now apply to items c to e, in this Definition.
- **Insured Person** – this now also includes reference to managers and to any person contracted to work for the Insured, who works for the Insured on the same basis as the Insured's Employees, and performs that work under the Insured's supervision and direction.
- **Preferred Law Firm**
 - The words or Tax Consultancy, have been removed from the title and where the words Tax Consultancy have previously been used in this Section as part of the definition, they have now been changed to read tax consultancy.
 - The words barristers' chambers or tax experts, have been replaced with the words barrister or tax expert.
- **Reasonable Prospects**
 - in item a, for civil cases, a Preferred Law Firm or tax consultancy on DAS' behalf, will assess whether there are Reasonable Prospects.
 - in item c, for civil and criminal appeals the prospects of a successful outcome must be at least 51%.
- **Territorial Limits** – the words United Kingdom have been added to reflect the fact that the UK is no longer part of the European Union and Macedonia has been amended to read North Macedonia.

Insured Incidents

A Employment Disputes and Compensation Awards

1 Employment Disputes

The words Insured Person's legal rights have been amended to read Insured's legal rights.

The following exclusions under What is not insured have been updated:

- 1 – legal expenses insurance must have continuously been in force prior the Date of Occurrence rather than the date of inception of cover under this Section of the Policy in respect of any disputes.
- 1 b – any claim relating to any dispute with an Employee who was subject to a written or oral warning within 180 days immediately preceding the date of inception of this Section are now only excluded if both the Date of Occurrence was within the first 180 days of the inception of cover under this Section and the dispute relates directly to the same matter(s) which gave rise to that warning.
- cover now excludes Employee internal disciplinary or grievance procedures.

- the exclusion relating to loss of or damage to property has been removed.

2 Compensation Awards

Cover has been updated as follows:

- item b of this Insured Incident now applies to damages as well as compensation, as stated therein. The words Insured Person's statutory duties have also been amended to read Insured's statutory duties.
- contact telephone numbers have been added for convenience should the Insured Person require DAS advice.

The following exclusions under **What is not insured** have been updated:

- 2 – this now reads:
2 Non-payment of money due under a contract;
- 3 – the words National Minimum Wage laws have been amended to read National Minimum Wage legislation.

3 Employee Civil Legal Defence:

The reference to an event arising from the Insured Person's work as an Employee is now specific to item a of this item 3.

4 Service Occupancy

The exclusion under What is not insured has been updated:

The reference to defending a counter-claim now requires that the counter-claim is an Insured Incident under this Section of the Policy.

B Legal Defence

The statement that the covers provided by this Insured Incident have to be provided at the Insured's request has been moved from the end of this Insured Incident to appear more prominently at the start of this Insured Incident.

1 Criminal Pre-proceedings Cover

For clarity this item now refers to the Terms of the Agreement on the first page of this Section.

The following exclusion under What is not insured has been updated:

- 2 – the words prosecution due to infringement have been replaced by the words investigations due to alleged infringement.

2 Criminal Prosecution Defence

- For clarity this item now refers to the Terms of the Agreement on the first page of this Section.
- The exclusion under What is not insured relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs has been removed.

4 Wrongful Arrest

The word Insured has been replaced with the words Insured Person and for clarity the words The Company will pay Costs and Expenses to defend the Insured Person's legal rights, have been added to the beginning of this item.

5 Statutory Notice Appeals

- For clarity the words The Company will pay Costs and Expenses to defend the Insured Person's legal rights in the event of, have been added to the beginning of the opening sentence to this item.
- In the opening sentence to this item and also in exclusions a and b under What is not insured, the words Statutory Notice have been replaced with the words statutory notice.

The following exclusion under What is not insured has been updated:

- b – the word Insured's has been replaced with the words Insured Person's.

6 Jury Service and Court Attendance

The following sentence has been added to this item:

The Company will reimburse the Insured for net salary or wages that the Insured has paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

The following exclusion has been added:

What is not insured

The Company will not pay any claim for a loss which the Insured or the Insured Person is unable to prove.

C Contract Disputes

In the opening sentence has been amended to read as follows:

The Company will pay Costs and Expenses in a contractual dispute arising from an agreement or an alleged agreement, which has been entered into by the Insured or on the Insured's behalf for the purchase, hire, sale or provision of goods or of services.

The following Proviso has been updated:

- The original Proviso a has been split to form two Provisos being a and b.

The following exclusions under **What is not insured** have been updated:

- 1 – the words inception of this Policy have been amended to read inception of cover under this Section.
- 2a – now reads:
a a dispute relating to an insurance policy, other than when the Insured's insurer refuses the Insured's claim;
- 2c – now reads:
c a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters; or

D Property Protection and Personal Injury

a Property Protection

- The words DAS will negotiate for the Insured's legal rights in any civil action in the opening paragraph have been amended to read The Company will pay Costs and Expenses in a civil dispute.
- The words material property, have been replaced with the words physical property, where they appear in this item.

- the words Insured Person have been replaced with the word Insured, wherever they appear in this item.
- There must now be Reasonable Prospects of establishing that the Insured has the legal ownership or right to the physical property that is the subject of the dispute.

The following exclusions under **What is not insured** have been updated:

- 1 – for clarification a note has been added referring to cover which is provided under Insured Incident C Contract Disputes.
- 2 – the words goods in transit have been replaced with the words physical property which is in transit.
- 5 – any defence of a counter-claim must be in defence of a counter-claim which is an Insured Incident under this Section of the Policy.
- Exclusion 6 – the words the Insured have been replaced with the words an Insured Person.

b Personal Injury

The words DAS will negotiate in the opening paragraph have been amended to read the Company will pay Costs and Expenses.

The following exclusions under **What is not insured** have been updated:

- 1 – now reads:
1 any illness or bodily injury that happens gradually;
- 2 – a comma has been inserted after the words mental illness to clarify the intent.
- 3 – any defence of a counter-claim must be in defence of a counter-claim which is an Insured Incident under this Section of the Policy.
- 5 – has been removed.

E Tenancy Disputes

The words DAS will represent the Insured in any legal proceedings for have been amended to read The Company will pay Costs and Expenses in.

F Statutory Licence Appeal

The words DAS will represent the Insured in appealing have been amended to read The Company will pay Costs and Expenses in an appeal.

The following exclusion under **What is not insured** has been updated:

- 1 – now reads:
1 the original application or renewal application, of a statutory licence, mandatory registration or British Standard Certificate of Registration; or

G Tax Protection

- For clarity this now states that the Company will pay Costs and Expenses for items 1 to 3 as stated for this Insured Incident and now refers to the Terms of the Agreement on the first page of this Section.

H Debt Recovery

The words DAS will negotiate for the Insured's legal rights to recover in the opening paragraph have been amended to read The Company will pay Costs and Expenses in a dispute relating to the recovery of.

The following exclusions under **What is not insured** have been updated:

- 1 – the words inception of this Policy in this exclusion have been amended to refer to inception of cover under this Section.
- 2c – the words and choses in action have been replaced with the words other than a dispute with a professional adviser in connection with these matters.
- 6 – the words Insured Person have been amended to read Insured.

The following Exclusion has been added:

- **3** a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured. (Please refer to Insured Incident 1 Employment Disputes and Compensation Awards);

Conditions applicable to this Section

The following Conditions have been updated:

- **Insured Person Representation** – this title now reads Representation.
- **The Insured Person's responsibilities** – in item b the word DAS has been replaced with the words DAS or the Company.
- **Keeping to the policy terms**
 - this title now reads **Keeping to the Section terms**.
 - in item c the words DAS ask for have been amended to read the Company or DAS ask for.
 - a new item e has been added as follows:
[An Insured Person must:]
e keep to the terms and conditions of this Section of the Policy.
- **Offers to settle a claim**
 - in item a, the words written consent have been replaced with the words expressed consent.
 - in item b, the words may refuse to pay have been replaced with the words will not pay.
- **Withdrawing cover**
 - the original text now forms item a, and the words the Company has paid have been amended to read which DAS have paid on behalf of the Company.
 - the following item b has been added:
b If during the course of a claim Reasonable Prospects no longer exist, the cover the Company provide will end at once. The Company will pay any Costs and Expenses and compensation awards the Company have agreed to, up to the date cover was withdrawn.
- **Arbitration** – has been reworded but the intent remains unaltered.
- **Applicable Law** – The words Insured Person's business have been amended to read the Insured's Business.
- **Expert Opinion** – has been reworded but the intent remains unaltered.
- **Keeping to the Section terms**
 - the following words have been removed:
It is a condition precedent to the liability of the Company that.

- an additional requirement has been added requiring that an Insured Person must keep to the terms and conditions of this Section of the Policy.

The following Condition has been added:

- **General Conditions, Claims Conditions or General Exclusions** – where there is any conflict with the Policy conditions or exclusions, those contained in this Section will take precedence.

Exclusions applicable to this Section

The following Exclusions have been updated:

- **Costs DAS have not agreed** – acceptance of a claim by DAS now only needs to be expressed rather than written.
- **Deliberate acts** – this heading has been changed to Wilful acts and the exclusion amended to read:
any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Policy.
- **A dispute with DAS** – this has been reworded but the intention remains unaltered.
- **Bankruptcy**
 - the words the Insured Person's have been removed from item d of this Exclusion.
 - item g of this Exclusion now makes it clear that this exclusion operates even if only part of the Insured's affairs or property are in the care or control of a receiver or administrator.

How to make a complaint

This Section has been updated. The changes include:

- the instructions have been reworded so that they apply to any Insured Person.
- the email address has been changed to **customerrelations@das.co.uk**.

Important Information

How to complain under the Section headed **Important Information**, at the end of this Policy has been updated and now includes:

- an email address for making complaints:
complaints@nig-uk.com
- a link to our website detailing our complaints procedure –
www.nig-uk.com/contact-us/complaints
- a link to the Financial Ombudsman's website which provides a lot of useful information
www.financial-ombudsman.org.uk

All complaints made to us in writing (other than email) should now be addressed to:

Customer Relations Manager,
NIG,
Churchill Court,
Westmoreland Road,
Bromley BR1 1DP