

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.

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

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

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

Your policy wording changes are summarised as follows:

Helpline Services

- DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The telephone numbers and other information have been updated accordingly.
- In the **Health and Medical Service** helpline, the words "Calls may be recorded" have been replaced with "All calls are dealt with in the strictest confidence, but to assist ARAG with checking and improving service standards, calls may be recorded".
- The helpline telephone number for **Emergency Glazing & Security Assistance** has been updated.

Introduction

The reference to "U K Insurance Limited" has been replaced with "Royal & Sun Alliance Insurance Ltd", in the Introduction to this Policy.

General Definitions

The following General Definitions have been added:

- **Computer System**
- **Cyber Act**
- **Cyber Incident**
- **Cyber Loss**
- **Data**
- **Data Processing Media**

These new definitions replace existing terminology throughout this Policy, though some Sections have their own definitions which may replace the above. Note that these definitions do not apply to Section 12b: Engineering Inspection.

The following General Definition has been updated:

- **Company** – is now defined as "Royal & Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal & Sun Alliance Insurance Ltd may contract to underwrite any part of this Policy."

General Conditions

The following General Condition has been updated:

- **11 Sanctions, Prohibitions or Restrictions** – has been updated to clarify what constitutes a sanction, prohibition or restriction and states the options available to the Company and to the Insured in the event that a sanction, prohibition or restriction occurs.

Claims Conditions

The following Claims Condition has been updated:

- **1 Conditions Precedent** – has been replaced with the following:

Observance of Terms

Failure to comply with any of the terms and conditions of this Policy where they are material or relevant to any loss will entitle the Company to reduce or avoid the Insured's claim.

General Exclusions

The opening paragraph now states that the General Exclusions also do not apply to Section 4: Terrorism.

The following General Exclusion has been added:

- **Cyber** – replacing the Computer Virus and Hacking General Exclusion. This Policy does not cover cyber loss or any claim of whatsoever nature connected with loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, or the value of such Data. However, Section 6: Public Liability or Section 7: Defective Workmanship may provide cover for any ensuing Bodily Injury or Damage to Property and Section 15: Road Risks will provide cover as is necessary to meet the requirements of the Road Traffic Acts.

The following General Exclusion has been updated:

- **1 War, Government Action and Terrorism (not applicable to Section 15: Road Risks):**
 - in item **a**, an exception has been added concerning the detonation of munitions of war, or parts thereof, within one mile of the property insured by this Policy, provided that:
 - the presence of such munitions does not result from a state of war current at the time of loss, destruction or damage.
 - the loss, destruction or damage does not occur outside the United Kingdom, the Channel Islands or the Isle of Man.
 - this exception to the General Exclusion shall not apply to Section 8a: Engineering Damage to Machinery and Plant, Section 8c: Computer Insurance and Section 9: Engineering Business Interruption, of this Policy.
 - the meaning of **Government Action** has been updated. The words "destruction of property" have been deleted and replaced by the words "destruction of or damage to property".
 - the words "Her Majesty's government" in the meaning of **Terrorism** have been replaced with "HM Government".
 - the **Liability Provisions** have been replaced by the **Terrorism Liability Provisions**. Employers Liability, Public Liability or Products Liability cover may be provided for acts of Terrorism occurring within England, Scotland or Wales but not in the territorial sea adjacent thereto nor for acts of Terrorism consisting solely of the threat of force or violence.

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- **War and Government Action (applicable to Section 15: Road Risks only):**

- the title of this General Exclusion has changed to **War, Government Action and Terrorism (applicable to Section 15: Road Risks only)**.
- this General Exclusion has been updated to exclude Terrorism. The Policy does not cover, except so far as is necessary to meet the requirements of the Road Traffic Act, any consequence whatsoever directly or indirectly caused by or contributed to by or arising from Terrorism.
- an exception has been added concerning loss, destruction or damage, to property insured by this Policy, caused by the detonation of munitions of war, or parts thereof, within one mile of the Insured Vehicle, provided that the presence of such munitions does not result from a state of war current at the time of loss, destruction or damage. This exception to the General Exclusion shall not apply to property insured which is outside the United Kingdom, the Channel Islands or the Isle of Man.
- the meaning of War has been updated and now includes the words “military rising”.
- the meaning of Government Action has been updated. The words “destruction of property” have been deleted and replaced by the words “destruction of or damage to property”.
- the meaning of Terrorism has been added “Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling preventing or suppressing or in any way relating to such act or acts.”

The following General Exclusion has been removed:

- **3 Sonic Bangs** – all subsequent General Exclusions have been renumbered accordingly.

Section 2: Business Interruption

The following Extensions have been updated:

- **H Denial of Access** – the words “In the vicinity of the Premises” have been replaced with “Within one mile of the Premises”.
- **J Public Emergency** – the words “in the vicinity of the Premises” have been replaced with “within one mile of the Premises” and the sentence has been restructured to clarify the intent.

Section 6: Public Liability

The following Extensions have been updated:

- **J Claims under Data Protection Legislation** – proviso **vii** has been added to note that indemnity will not apply to any compensation claim where indemnity is provided by any other insurance. The meaning of “GDPR” item “i” has been updated to refer to “the retained European Union law version”, item “ii” has been updated to refer to Article 82 of the “United Kingdom” GDPR, item “iii” has been updated to refer to Article 4 “(7)” of the “United Kingdom” GDPR, and item “iv” has been updated to refer to Article 82 of the “United Kingdom” GDPR.

Section 7: Defective Workmanship

The following Definition has been added:

- **Aircraft Products**

The following Extensions have been updated:

- **B Financial Loss** - exclusion **v** (excluding virus or similar mechanism or hacking) has been removed as this is now excluded by the Cyber General Exclusion.
- **H Claims under Data Protection Legislation** – proviso **vii** has been added to note that indemnity will not apply to any compensation claim where indemnity is provided by any other insurance. The meaning of “GDPR” item “i” has been updated to refer to “the retained European Union law version”, item “ii” has been updated to refer to Article 82 of the “United Kingdom” GDPR, item “iii” has been updated to refer to Article 4 “(7)” of the “United Kingdom” GDPR, and item “iv” has been updated to refer to Article 82 of the “United Kingdom” GDPR.

The following Exclusion has been added:

- [The Company will not be liable under this Section in respect of]
13 legal liability arising from Aircraft Products.

Section 10: Legal Expenses

- DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The contact details and regulatory information have been updated accordingly.

Section 13: Personal Accident

The following Exclusion has been updated:

- **1** – the words “suicide or attempted suicide” have been replaced with “the Insured Person taking or attempting to take their own life”.

Section 14: Terrorism

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

Section 15: Road Risks

The following details have been updated:

- **Exclusions to Indemnity 2 Liability to Third Parties** – item 7 (excluding claims arising from Terrorism) has been removed as this is now excluded by General Exclusion 2. War, Government Action and Terrorism (applicable to Section 15: Road Risks only).
- **Cover provided under Indemnity 7 Uninsured Loss Recovery** – DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The contact details and regulatory information have been updated accordingly.

Motor Trade One



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Important Information

The following entry has been added:

- **Data Protection** – this is a new entry providing an overview of our position regarding the information we collect about you and provides a link to our privacy notice.

The following have been updated:

- **How to complain**
 - the contact information for addressing complaints has changed. The email address for submitting complaints to NIG is now:
rsacustomerrelations@uk.rsagroup.com.
 - for Section 10: Legal Expenses and Indemnity 7 Uninsured Loss Recovery under Section 15: Road Risks, please refer to those Sections for details of how to complain.
- **Details about our Regulator** – the reference to “U K Insurance Limited” has been replaced with “Royal & Sun Alliance Insurance Ltd” and the registration number has been changed to **202323**.
- An entry has been added to the end of this Section to say that telephone calls may be recorded for training and monitoring purposes.

Footer:

The footer in the Policy documentation has been updated to reflect that which appears in this document.

