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Motor Trade Combined Advantage Policy Notice of Change

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Your policy wording has been reissued to update, modernise and clarify the cover which is provided. This document summarises the key changes from your previous policy.

This document does not set out all the changes from your previous policy. Furthermore, it does not contain the full terms and conditions of the cover provided, which can be found in the policy documentation. It is important that you read your policy in full.

Please note that this summary will not reflect any variations or modifications to the policy which are specific to you – these will be confirmed by the schedule attaching to your policy.

Overview of the changes

Clause	Summary of Changes
GENERAL DEFINITIONS	
General Definitions	New definitions have been inserted where new extensions or exclusions have been added to the policy. The language of other definitions has been changed and simplified.
PROPERTY DAMAGE	
Property Damage Cover	
Property Damage Cover	Limited changes made to the provision other than clarification as to how the provision operates when claims are connected with the same single occurrence, regardless of the number of entities, persons or interested parties making a claim or claims under the policy.
Costs and expenses cover	
Reinstatement costs and expenses	<p>The 'Property Damage' section of the policy provides cover for certain reinstatement costs and expenses which may be included within the relevant sum insured, or which may have their own sum insured. These reinstatement costs and expenses are:</p> <ol style="list-style-type: none"> 1. Architects', surveyors', consulting engineers' and other fees; 2. Debris removals; and 3. 'Public authorities'. <p>Reinstatement costs and expenses may be listed on the schedule with separate sums insured. In that case, the reinstatement costs and expenses will not be included within the calculations for average but will be paid in addition to the sum insured for the damaged item of property on a first loss basis.</p>
Criminal acts reward costs	This provision has been renamed to 'Arson, theft and criminal reward acts' and is now included as a 'Property Damage Standard Extension'. It provides cover for the reasonable and necessary costs that you incur in paying rewards for information leading to a successful conviction, or information the police believes will lead to a conviction, following damage caused by not only criminal acts but arson and theft.
Contents to customers vehicles	Indemnity is now provided under the motor trade road risks section.
Continuing plant hire charges	Indemnity under this clause is not provided in respect of hire charges for any item of constructional plant having a replacement value in excess of the sub-limit of indemnity included in the schedule.

Clause	Summary of Changes
Fire extinguishment expenses and emergency services damage	<p>This clause no longer provides cover for:</p> <ul style="list-style-type: none"> a) damage to lawns, gardens, playing surfaces and landscaped areas, car parks, private roads and pathways at the premises caused by emergency service vehicles while attending an incident involving damage; and b) costs and expenses incurred by the insured to upgrade or improve any gas or sprinkler fire extinguishment rendered necessary to comply with any regulations introduced after the installation of the original system following an incident involving damage. <p>The cover previously provided in respect of fire brigade charges is limited to the insured being legally obliged to pay it.</p>
Flood resilience	Indemnity provided under this clause is now offered as an 'Optional Extension' for the 'Property Damage' and 'Business Interruption' sections.
Rent payable	Indemnity provided under this clause is now offered as an 'Optional Extension' for the 'Property Damage' section.
Trace and access	The cover provided under this provision is also provided for the 'Business Interruption' section under the 'Extensions for Property Damage and Business Interruption sections' section of the policy.
Decontamination and/or decommissioning Temporary protection and expediting expenses	Indemnity provided under these clauses is no longer provided.
Property Damage's Extensions	The Motor Trade Combined Advantage makes a distinction between 'Standard Extensions' (which are generally provided as part of coverage) and 'Optional Extensions' (which underwriters can elect to provide as part of coverage).
Capital additions	This extension was renamed to 'New acquisitions' and is now included as a standard extension for the 'Property Damage' and 'Business Interruption' sections.
Deterioration of stock	Indemnity provided under this clause is now offered as an 'Optional Extension' for the 'Property Damage' section.
Leased premises difference in conditions / difference in limits (DIC/DIL)	Indemnity provided under this clause is now offered as an 'Optional Extension' for the 'Property Damage' section.

Clause	Summary of Changes
Exclusions to Property Damage	
Unoccupied buildings	This exclusion is now included in the 'Exclusions to Property Damage and Business Interruption sections' of the policy.
Consequential loss Property insured elsewhere	These exclusions are no longer included in the policy.
Other conditions and condition precedents	
Conditions	
Basis of Settlement and Basis of Settlement conditions	<p>These conditions have been combined under one provision – Basis of Settlement - in the 'Other terms and conditions for the Property Damage and Business Interruption' section. This new provision makes a distinction in relation to the following for calculating the insurer's liability in the event of damage to property insured:</p> <ul style="list-style-type: none"> • buildings not awaiting demolition; • buildings awaiting demolition; • plant and machinery which is more than ten (10) years old only where covered under the 'Machinery breakdown' extension; and • plant and machinery which is less than or equal to ten (10) years old only where covered under the 'Machinery breakdown' extension.
Designation	This condition is now applicable to the 'Property Damage' and 'Business Interruption' sections of the policy.
Underinsurance	The underinsurance condition has been slightly modified and how the indemnity payable by the insurer will be calculated.
Errors and omissions	This condition has been renamed inadvertent errors and omissions and is now applicable to the 'Property Damage' and 'Business Interruption' sections.
Other parties	This condition has been converted into a 'General Term'.
Claim discharge	This condition is no longer applicable.
Contractor's interest	A new condition has been included in the policy when you are required by the terms or conditions of any contract to insure the buildings and machinery, plant and all other contents in joint names with any contractor or sub-contractor undertaking contract works at the premises.

Clause	Summary of Changes
Condition precedent	
Hot work permit	This condition precedent has been renamed to 'Hot works' and is also applicable to the 'Business Interruption' section.
Protections	This condition precedent has been renamed to 'Fire and security systems' and is also applicable to the 'Business Interruption' section. The policy has also introduced a 'Fire and security systems – Notification of termination of maintenance / monitoring' condition dealing with your obligations if you receive notification from the: <ul style="list-style-type: none"> a) maintenance contractors that the maintenance of your fire or intruder alarm or CCTV is suspended; or police or third party monitoring service that signals from your fire or intruder alarm or CCTV will no longer be monitored or answered.
Unoccupied buildings	b) This condition precedent is also applicable to the 'Business Interruption' section. The language of the clause has been amended with regards to your obligations to carry out detailed inspections upon the building becoming unoccupied within particular timeframes (2 to 7 days).
BUSINESS INTERRUPTION	
Business Interruption Cover	
Business Interruption Cover	This section provides cover for loss caused by business interruption as a consequence of an 'incident', which includes non-damage contingencies where these are expressly covered in addition to damage.
Insurable gross profit/estimated insurable gross profit & Gross revenue/estimated gross revenue	Sums insured for estimated insurable gross profit and estimated gross revenue are on a declaration linked basis by default and are subject to the 'Declaration linked conditions'. Under the 'Declaration linked conditions', average will apply where the amount that you would have earned but for the incident exceeds 133% of the declared amount.
Increased cost of working	Cover under gross profit and gross revenue is capped at the reduction in the business interruption loss that you reasonably thought that you would avoid by such expenditure.
Additional increased cost of working	Cover will not apply to items which could have been insured under the 'Property Damage' section, or to the extent that there is underinsurance.
Outstanding debit balances	The Outstanding Debit Balances cover is subject to the Cyber risks exclusion, which excludes cover for the value of electronic data.

Clause	Summary of Changes
Extensions	The Motor Trade Combined Advantage product makes a distinction between 'Standard Extensions' (which are generally provided as part of coverage) and 'Optional Extensions' (which underwriters can elect to provide as part of coverage).
Denial of access	<p>Indemnity provided under this clause is now offered as an 'Optional Extension' for the 'Business Interruption' section and in two separate clauses: 1) Denial of access (non-damage); and 2) Denial of access (damage).</p> <p><u>Denial of access (non-damage)</u></p> <p>Provides cover for loss caused by business interruption, caused by a prevention of physical access to the premises caused by:</p> <ul style="list-style-type: none"> • action by a relevant authority in consequence of a specific danger or disturbance contained entirely within 1 mile of the premises; or • the premises containing or being thought to contain a harmful device. <p><u>The Denial of access (damage)</u></p> <p>Provides cover for business interruption caused by damage to property entirely within 1 mile of the insured premises which physically prevents access to the insured premises. There is no cover for hindrance of access or use of the premises.</p>
Notifiable disease, murder or suicide, food or drink poisoning	Indemnity provided under this clause is now offered as an 'Optional Extension' under 'Specified disease, murder or suicide, food or drinking poisoning'. This clause provides cover for loss caused by the insured's inability to use the premises, caused by the premises being physically closed or sealed off on the order of a competent public authority due to the incidence of any of a list of specified diseases at your premises. This extension will not provide cover for loss caused by COVID-19 or any other notifiable diseases unless they appear on the list of specified diseases in the policy. This extension has a default maximum indemnity period of 3 months and is subject to a default time excess of 72 hours. Cover is not provided under this extension for any disease, even if listed, which is declared an epidemic or pandemic or a major health incident.
Storage locations	Indemnity provided under this clause is now offered as an 'Optional Extension' under 'Miscellaneous storage locations'.
Loss of attraction	Indemnity provided under this clause is now offered as an 'Optional Extension' for the 'Business Interruption' section. This extension provides cover for business interruption caused by loss of attraction in consequence

Clause	Summary of Changes
	of damage to property entirely within 1 mile of the insured's premises. This extension has a default maximum indemnity period of 3 months and is subject to a default time excess of 48 hours.
Damage to property at contract sites Inter-group dependency Transit	Cover provided under these extensions is no longer provided.
Other terms and conditions applicable to this section	
Delayed loss	This condition has been renamed to 'Accumulated stock' and an equitable allowance will be made only if any reduction in turnover due to the damage is postponed up to a maximum of twelve (12) months beyond the end of the maximum indemnity period.
Refund of premium	This condition is no longer applicable in this policy.
Subrogation waiver	This condition has been converted into a 'General Term' in the policy.
Extensions for the Property Damage and Business Interruption sections	
Property Related Exclusions	<p>The following exclusions are no longer included in the policy:</p> <ul style="list-style-type: none"> • Fines, penalties or damages for breach of contract; • Frost; • Gradual change; • Micro- organism risk; • Pyrotechnics; • Value of information; and • Wear and tear.
Extensions for the Property Damage and Business Interruption sections	The following extensions have been included in the policy in relation to the 'Property Damage' and 'Business Interruption' sections:
Public relations expenses	The policy includes a new standard extension applicable to the 'Property Damage' and 'Business Interruption' sections. Under this extension, cover is provided for the reasonable and necessary public relations expenses, directly relating to the protection of your brand image or reputation as may be impacted by the negative press coverage caused by damage and any resulting interruption or interference with the business that is insured under the policy.

Clause	Summary of Changes
Computer breakdown	The policy includes a new optional extension applicable to the 'Property Damage' and 'Business Interruption' sections. Under this extension, cover is provided for damage to computer equipment owned or operated by you at the premises, and resulting interruption of or interference with the business, caused by its breakdown.
Inadvertent errors and omissions	The policy includes a new optional extension applicable to the 'Property Damage' and 'Business Interruption' sections. Under this extension, cover is provided for damage to any buildings, machinery, plant and all other contents, and stock and materials in trade for which you are responsible and which are not otherwise insured under this policy, and resulting interruption of or interference with the business, due to an inadvertent omission or error or an incorrect description of the property insured.
Machinery breakdown	The policy includes a new optional extension applicable to the 'Property Damage' and 'Business Interruption' sections. Under this extension, cover is provided for damage to plant and machinery insured, and resulting interruption of or interference with the business, caused by: <ul style="list-style-type: none"> a) its breakdown; b) the error or omission of the operator(s) during the normal operation of the plant and machinery; c) pressure explosion or collapse where the plant and machinery are operated under steam or other fluid pressure; or d) the fracturing of any part of the plant and machinery by frost when such fracture renders that part of the plant and machinery inoperative.
Exclusions to Property Damage and Business Interruption sections	The following exclusions have been included in the policy in relation to the 'Property Damage' and 'Business Interruption' sections:
Confiscation	The policy excludes damage, or loss or interruption or interference caused by confiscation or expropriation of property by any acts of a public authority.
Indirect loss	The policy excludes any form of financial loss or interruption or interference that results from damage unless expressly stated as being insured by the policy.
Defined Peril	The policy excludes fire, lightning, explosion, earthquake, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, flood, storm, escape of water or oil from any tank or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

Clause	Summary of Changes
Deliberate acts	This exclusion was previously included in the policy as a 'General Exclusion'. The scope of the exclusion is less wider and relates to damage deliberately or recklessly caused by any of your principals, directors, or partners.
Tax	The policy excludes the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property insured.
Other terms and conditions for the Property Damage and Business Interruption sections	The following provisions are new conditions applicable to the 'Property Damage' and 'Business Interruption' sections.
Prevention of further loss	It is in addition to the 'Minimisation of risk' condition within the 'General Terms' section on the happening of any occurrence which might result in a claim under the 'Machinery breakdown' extension.
Reinstatement of limits or sums insured following loss	In the event of a sum insured becoming reduced or exhausted on account of a claim under this policy then at your request we may at our sole discretion agree that the available sum insured will not be reduced by the amount of any loss, in consideration of which we reserve the right to charge an additional premium.
Savings	If any sums are payable to you under the 'Property Damage' section which reduce the ongoing charges and expenses of the business during the indemnity period, any such amounts will be treated as savings in the calculation of the indemnity payable under the 'Business Interruption' section.
Accumulated stock	In adjusting any loss, we will consider and make an equitable allowance if any reduction in turnover due to the damage is postponed up to a maximum of twelve (12) months beyond the end of the maximum indemnity period by reason of the turnover being temporarily maintained from accumulated stocks of finished goods, including for the cost of recreating or replacing stock thereby used.
TERRORISM	This insured section is unchanged, and we will only provide cover if purchased.
MONEY	This insured section is no longer available as a standalone section. Cover is available as an optional extension ('Money damage and assault') under the Property Damage section of the policy.
FIDELITY	
Fidelity definitions	<p>In addition to the General Definitions in the policy, the following terms have been defined:</p> <ul style="list-style-type: none"> • Discover, discovered or discovery; • Discovery period;

Clause	Summary of Changes
	<ul style="list-style-type: none"> • Loss; • Tangible Securities; and • Theft
Insuring clause	<ul style="list-style-type: none"> • The policy is triggered now by the identification of loss, not the loss as such anymore.
Fidelity additional costs and expenses cover	<ul style="list-style-type: none"> • The cover provided under this clause has changed as consequence of the new definition of loss.
Extensions applicable to this section	
Previous insurance	Cover provided under this extension is no longer provided.
Exclusions and limitations applicable to this section	
Employees of legacy companies	This exclusion is no longer applicable.
	<p>The following exclusions and limitations have been added to the policy:</p> <ul style="list-style-type: none"> • Consequential or indirect loss of any kind; • Data related expenses (e.g. data restitution or software update costs); • Loss arising from kidnap or ransom or extortion; • Loss sustained after knowledge; • Loss by fire or explosion; • Loss involving any person in the theft owning or controlling more than 20% of shares or voting rights; • Loss depending on Profit and Loss / inventory calculation; • Loss arising from obtaining proprietary information; • Loss arising from trading; and • Loss arising from an act committed by an agent or representative.
GOODS IN TRANSIT	This insured section is no longer available as a standalone section. Cover is available as an optional extension ('Goods in transit') under the Property Damage section of the policy.
LOSS OF MOT LICENCE	
Conditions	Condition for subscription updated to include Car Vertical as a
EMPLOYERS' LIABILITY	
Employers' Liability Cover	
Employers' liability defence costs	Defence costs are now sub-limited to an amount specified in the schedule where the insured decides to instruct a non-panel law firm.

Clause	Summary of Changes
Employers' Extensions	The Motor Trade Combined Advantage product makes a distinction between 'Standard Extensions' (which are generally provided as part of coverage) and 'Optional Extensions' (which underwriters can elect to provide as part of coverage).
Contractual Liability	This clause has been converted into an extension applicable to the 'Employers' Liability' and 'General Liability' sections.
Cross Liabilities	This clause has been converted into an extension applicable to the 'Employers' Liability' and 'General Liability' sections.
Indemnity to insured persons	This extension and the 'Indemnity to principals' extension have been redrafted to appear as one extension entitled 'Additional insured parties' applicable to the 'Employers' Liability' and 'General Liability' sections.
Manslaughter defence costs	The 'Statutory defence costs including Health and Safety at Work, etc. Act 1974' has been redrafted to appear as two clauses in the policy: 'Statutory Defence Costs' and 'Manslaughter Defence Costs' in order to better reflect the new schedule.
Indemnity to principals	This extension and the 'Indemnity to other parties' extension have been redrafted to appear as one extension entitled 'Additional insureds' applicable to the 'Employers' Liability' and 'General Liability' sections.
Statutory defence costs including Health and Safety at Work, etc. Act 1974	This clause has been redrafted to appear as two clauses: 'Statutory Defence Costs' and 'Manslaughter Defence Costs'.
Waiver of Subrogation	This clause has been removed from this section and moved to the 'General Terms' section.
	<p>The following extensions have been added to the policy:</p> <ul style="list-style-type: none"> • Acquired or newly created companies: This extension applicable to the 'Employers' Liability' and 'General Liability' sections provides cover to the insured against liability to pay damages or compensation from a company newly created or acquired by the insured's business during the period of insurance. <p>Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE): This extension provides cover for bodily injury sustained to employees prior to them starting a contract of employment with the insured and for which under TUPE legislation the insured is legally liable.</p>
Employers' Liability Exclusions	
Data Protection Liabilities	This clause has been converted into a general exclusion and applies to all sections of the policy.

Clause	Summary of Changes
Fees for Intervention	This clause has been converted into a general exclusion and applies to all sections of the policy.
Fines and Penalties	<ul style="list-style-type: none"> This clause has been converted into a general exclusion and applies to all sections of the policy.
North American jurisdiction	
Motor accident abroad	This exclusion has been added. Liability for personal injury sustained by an employee in connection with the use of a vehicle outside of the United Kingdom is excluded.
Employers' Liability Terms	
GENERAL LIABILITY	
General Liability Cover	'Public, Products and Pollution Liability' insured section has been renamed to 'General Liability'.
General Liability defence costs	Defence costs are now sub-limited to an amount specified in the schedule where the insured decides to instruct a non-panel law firm.
General Liability Extensions	The policy makes a distinction between 'Standard Extensions' (which are generally provided as part of coverage) and 'Optional Extensions' (which underwriters can elect to provide as part of coverage).
Contractual Liability	This clause has been converted into an extension applicable to the 'Employers' Liability' and 'General Liability' sections.
Cross Liabilities	This clause has been converted into an extension applicable to the 'Employers' Liability' and 'General Liability' sections.
Data Protection	This extension is now offered as an optional extension.
Indemnity to insured persons	This extension and the 'Indemnity to principals' extension have been redrafted to appear as one extension entitled 'Additional insured parties' applicable to the 'Employers' Liability' and 'General Liability' sections.
Indemnity to principals	This extension and the 'Indemnity to other parties' extension have been redrafted to appear as one extension entitled 'Additional insureds' applicable to the 'Employers' Liability' and 'General Liability' sections.
Statutory Defence Costs Including Health and Safety At Work etc Act 1974	This clause has been redrafted to appear as two clauses: 'Statutory Defence Costs' and 'Manslaughter Defence Costs'.

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Clause	Summary of Changes
Subrogation waiver	This clause has been removed from this section and moved to the 'General Terms' section.
	<p>The following extensions have been added as a standard or optional extensions.</p> <p><u>Standard extensions</u></p> <p>Limited financial loss. A new 'claims made' extension that indemnifies the insured against financial loss so long as such financial loss arises out of the insured's business or products and is not deliberate up to specific sub-limit set out in the schedule.</p> <p><u>Optional extensions</u></p> <p>Accidental Discovery of Asbestos. A new 'claims made' extension that indemnifies the insured against liability to pay damages from any claim for personal injury, damage or nuisance following the accidental discovery of asbestos or asbestos containing materials up to specific sub-limit set out in the schedule.</p> <p>Terrorism A new extension that indemnifies the insured against liability in respect of liability to pay damages or compensation arising from personal injury, damage, denial of access or nuisance caused by terrorism.</p> <p>Unmanned aerial vehicles. A new extension that indemnifies the insured against liability respect of liability arising out of ownership, possession, or use of any unmanned aerial vehicle ('UAV') up to specific sub-limit set out in the schedule.</p>
General Liability Exclusions	
Advice Design or Plans Irrespective of a fee being charged	The language of this exclusion has been modified to ensure that the exclusion applies whether or not a fee is charged for professional services.
Aircraft and watercraft	This exclusion and the 'Aircraft' exclusion have been consolidated into one exclusion (Aircraft and watercraft).
Data Protection Liabilities	This clause has been converted into a general exclusion and applies to all sections of the policy.
Deliberate Acts	The language of the exclusion has been amended to remove the write back relating to personal injury resulting from the use of reasonable force to protect persons or property.
Electronic data	This exclusions is no longer applicable.
Employment Practices Dispute	This exclusion has been moved to the Employers' Liability exclusions as a more appropriate location.

Clause	Summary of Changes
	<p>The following exclusions have been added:</p> <p>Pollution. A new clause excluding liability for pollution, unless caused by a sudden, specific and identifiable occurrence taking place in during the period of insurance or by the discharge, release or escape of legionella.</p> <p>Property manufactured, designed, sold, supplied, repaired, or installed. A new clause excluding liability for:</p> <ul style="list-style-type: none"> a) products that are sold or supplied as part of a contract for construction, building, erection or installation; and b) liability for loss of, destruction of or damage to products which have been designed, sold, supplied repaired or installed by the insured or any structure or contract works. <p>Reasonable precautions. A new clause excluding liability for your risk manager or senior management having failed to take all reasonable precautions to prevent an occurrence from arising or continuing .</p> <p>War and terrorism. A new clause excluding liability for liability which is in any way contributed to by war or act of terrorism during the period of insurance, but only if the 'Terrorism' extension is 'INCLUDED' in the policy schedule.</p>
General Liability Condition Precedent	
Bona Fide Subcontractors Insurance Check	This clause has been renamed to 'Subcontractor's insurance check'.
Extensions to the Employer's Liability and General liability sections	
	<p>The following extensions applicable to the 'Employers' Liability' and 'General Liability' sections have been added to the policy or amended to apply to these sections:</p> <p>Acquired or newly created companies. A new clause that provides indemnity to any company which you have newly created or acquired within 45 days of the occurrence giving rise to the claim.</p> <p>Contractual liability. This clause is now applicable to the 'Employers' Liability' and 'General Liability' sections</p> <p>Electric scooters and other powered transporters. A new clause providing indemnity for personal injury or property damage caused by a powered transporter during its use by you as a tool of trade.</p>
COMMERCIAL LEGAL EXPENSES	This section is unchanged and will only provide cover if purchased if purchased.

Clause	Summary of Changes
COMMERCIAL LEGAL EXPENSES	This section is unchanged and will only provide cover if purchased if purchased.
MOTOR TRADE ROAD RISKS	
Accident/claims notification	This condition has moved from the motor road risks section to general claims conditions
Contents of customers vehicles	This is renamed 'Vehicle contents' and cover extends to vehicles at insured premises
Driving licence requirement	Driving licence requirement amended from 'European driving licence' to 'UK driving licence (or equivalent driving licence issued in an EU member state)'
Hire Purchase agreement	Restated to include reference to PCP vehicle purchase
Misfuelling	Additional cover for accidental damage to insured vehicles cause by misfuelling
Trailers and implements	Clause amended to 'trailers and implements not specified in schedule'
SELF DRIVE HIRE	
Accident/claims notification	This condition has moved from the motor road risks section to general claims conditions
Driving licence requirement	Driving licence requirement amended from 'European driving licence' to 'UK driving licence (or equivalent driving licence issued in an EU member state)'
GENERAL EXCLUSIONS	
Contractual Liability	This general exclusion is no longer applicable.
Excess	This general exclusion is no longer applicable.
War and terrorism	This provision has been renamed to 'War, Cyber War and Cyber operation' and reworded so the general exclusions is also applicable in relation to 'cyber operations'.

Clause	Summary of Changes
New 'general exclusions'	<p>The following provisions have been added to this section:</p> <ul style="list-style-type: none"> • Act of terrorism: any act of terrorism is excluded. • Communicable Disease: 1) a communicable disease; 2) the fear or threat of a communicable disease; and 3) any action taken in connection with the investigation, suppression or prevention of either a communicable disease or the feared or potential spread of a communicable disease; are excluded. • Data protection liabilities: breach or alleged breach of the Data Protection Law is excluded. • Fees for intervention: the recovery or attempted recovery of costs by the Health and Safety Executive under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention' is excluded. • Fines and penalties: liability for payment of any fines or penalties is excluded.
GENERAL TERMS	
Confidentiality	This provision is no longer applicable.
<p>Duty of Fair Presentation – Remedies For Breach Proposing For This Insurance</p> <p>Duty of Fair Presentation – Remedies For Breach – Variation</p> <p>Fraudulent Claims</p> <p>Late Payment of Claims</p>	These provisions are no longer applicable. They are implied into the policy via the Insurance Act 2015 and therefore does not need to be expressly set out in the wording.
Employers' Liability (Compulsory Insurance) Act 1969	This clause relates to employers' liability cover and has been moved into the 'Employers' Liability Terms'.
Cancellation	This clause has been restated under General Terms and deleted right to cancel at any time by written notice.
Working on Electric vehicles	Additional condition precedent that any person insured under the policy are suitably qualified as set out by the Institute of the Motor Industry when working on an electric vehicle.

Clause	Summary of Changes
	<p>The following provisions have been added:</p> <ul style="list-style-type: none"> • Applicable Law: this clause has been moved to this section from the 'How this policy works' and has been simplified by cross referring to the schedule. • 'Applicable of overall loss limit(s), sub-limits and benefits', 'Applicable of Deductible or Excess' and 'Applicable of aggregate Deductible or Excess': these clauses have been included in this section to reflect the operation of the overall loss limit(s), sub-limits, deductibles and excesses in all policy section. • EU Coverage: indemnity will not be provided to the extent that, as a result of the United Kingdom's withdrawal from the European Union, we are not permitted by applicable law or regulation to do so. • Legislation and other requirements: any Acts of Parliament, laws, regulations, standard form contracts and permits referred to in the policy will include any deriving rule, order, regulation, permit, contract or instrument and will include any subsequent amendment, replacement, consolidation or re-enactments.

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