

We have made some changes to our Motor Trade Road Risks policy.

The following is a summary of the key changes that have been applied to the Motor Trade Road Risks policy.

This notice may include changes to sections of the policy for which cover has not been selected. Please therefore ensure that you read this document in conjunction with the schedule which will confirm the sections of cover that are operative. This notice, the schedule and the policy wording form part of the renewal terms and conditions being offered.

If you require a copy of the updated policy wording please contact your broker or download a free copy from our website at [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk).

Sections	Policies renewing on or after 1/6/2023
<p><b>Definitions</b></p>	<p><i>The following Definitions have been added to Definitions:</i></p> <p><b>Automated Vehicle</b> A vehicle defined by the Automated and Electric Vehicle Act 2018 as able to drive itself legally in the United Kingdom.</p> <p><b>Autonomous Mode</b> A mode which allows the vehicle to drive itself legally, as allowed for under the Automated and Electric Vehicles Act 2018.</p> <p><b>Over The Air (OTA) Updates</b> Updates to software including safety critical software and computer system or vehicle settings wirelessly installed in the <b>Insured Vehicle</b>.</p> <p><b>Pollutants</b> Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.</p> <p><b>Pollution or Contamination</b> (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and (b) All bodily injury or loss or damage directly or indirectly caused by such pollution or contamination arising from any <b>Pollutants</b>.</p> <p><b>Safety Critical Software</b> <b>Software</b> updates which, if not installed, would mean it was unsafe to use the <b>Insured Vehicle</b>.</p> <p><b>Software</b> Any software, <b>Safety Critical Software</b>, firmware, operating systems, electrical control systems, data, data storage materials, telecommunication links installed in, or connected to the <b>Insured Vehicle</b></p> <p><i>The Terrorism Definition has been amended to read as follows:</i></p> <p><b>Terrorism</b> (a) An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear or is claimed to be caused or occasioned in whole or in part for such purposes (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.</p>
<p><b>Conditions applicable to all Sections</b></p>	<p><i>The Reasonable Precautions Condition has been amended to read as follows:</i></p> <p><b>Reasonable Precautions</b> You must: (a) take all reasonable precautions to prevent or minimise damage, accident or injury and maintain the <b>Insured Vehicle</b> in a safe and roadworthy condition (b) install any <b>Safety Critical Software</b> updates made available by/and or approved by the vehicle manufacturer of the <b>Insured Vehicle</b>, including any <b>Over the Air (OTA) Updates</b> that <b>You</b>, the driver or any occupant of the <b>Insured Vehicle</b> ought to reasonably be aware of (c) not modify, install or permit the installation or alteration of the <b>Insured Vehicle's Software</b> or <b>Over the Air (OTA) Updates</b> that are not made available by and/or approved by the manufacturer of the <b>Insured Vehicle</b>.</p>

<p><b>Conditions applicable to all Sections</b></p>	<p><i>The following Condition has been added to General Conditions:</i></p> <p><b>Sanctions</b>  <b>We</b> shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose <b>Us</b> or any member of <b>Our</b> group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.</p>
<p><b>Exceptions applicable to all Sections</b></p>	<p><i>Exception 5 - Nuclear Risks is deleted and replaced with following:</i></p> <p><b>Exception 5 - Radioactive Contamination</b>  Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:  <b>(a)</b> ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  <b>(b)</b> the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof  <b>(c)</b> any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter  <b>(d)</b> the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph <b>(d)</b> shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes  <b>(e)</b> any chemical biological bio-chemical or electromagnetic weapon.</p> <p><i>Exception 7 - Pollution has been amended to read as follows:</i></p> <p><b>Exception 7 - Pollution or Contamination</b>  Any loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from <b>Pollution or Contamination</b> unless the <b>Pollution or Contamination</b> is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>Period of Insurance</b>. All <b>Pollution or Contamination</b> that arises out of one incident shall be considered to have occurred at the time the incident took place. This Exception shall not apply where it is necessary to meet the requirements of the Road Traffic Acts.</p> <p><i>The following Exception has been added to Exceptions applicable to all Sections:</i></p> <p><b>Exception 11 - Cyber</b>  Any loss, damage or liability which is the direct or indirect result, or in any way connected with any, of the following:  <b>(a)</b> any <b>Cyber Act</b> regardless of any other cause or event contributing concurrently or in any other sequence thereto  <b>(b)</b> any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any <b>Data</b>, including any amount pertaining to the value of such <b>Data</b>  <b>(c)</b> any liability that is insured by any other form of insurance in respect of any <b>Cyber Act</b> or <b>Cyber Incident</b>.</p> <p>However, paragraph <b>(a)</b> and <b>(b)</b> shall not apply:  <b>(i)</b> in circumstances where it is necessary to meet the requirements of the Road Traffic Acts  <b>(ii)</b> so far as is necessary to meet the requirements of the legislation for compulsory insurance of motor vehicles in the country in which the incident occurs  <b>(iii)</b> to any loss directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any <b>Cyber Incident</b>.</p> <p>For the purposes of this Exception the following Definitions apply:</p> <p><b>Computer System</b>  Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.</p> <p><b>Cyber Act</b>  An unauthorized, malicious, or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any <b>Computer System</b>.</p>

**NOTICE TO  
POLICYHOLDERS**

**Motor Trade Road Risks Policy**

<p><b>Exceptions applicable to all Sections</b></p>	<p><b>Cyber Incident</b>  <b>(a)</b> Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any <b>Computer System</b>; or  <b>(b)</b> Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any <b>Computer System</b>.</p> <p><b>Data</b>  Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a <b>Computer System</b>.</p>
<p><b>Section 2 - Third Party Liability</b>  Exceptions to Third Party Liability</p>	<p><i>Section Exception 4. Is amended to read as follows:</i></p> <p><b>4. We</b> shall not be liable for death, injury, loss or damage directly or indirectly caused by, resulting from or in connection with any act of <b>Terrorism</b> regardless of any other cause or event contributing at the same time or in any other sequence to the loss arising from an act of <b>Terrorism</b>, except as required by the Road Traffic Acts.</p> <p><i>The following Exclusion is added to Section Exceptions:</i></p> <p><b>6. We</b> shall not be liable for death, injury, loss or damage where the <b>Insured Vehicle</b> is an <b>Automated Vehicle</b> and at the time of an accident is being driven or used in <b>Autonomous Mode</b> where <b>You</b> or any other person entitled to indemnity under this policy:</p> <p><b>(a)</b> has failed to install or permit the installation of any <b>Safety Critical Software</b> updates, including any <b>Over the Air (OTA) Updates</b> relating to the functioning of the <b>Insured Vehicle</b> as an <b>Automated Vehicle</b> which <b>You</b>, the driver or any occupant of the <b>Insured vehicle</b> ought reasonably to have known that failure to install such <b>Software</b> or <b>Over the Air (OTA) Updates</b> could compromise the safety of the <b>Insured Vehicle</b></p> <p><b>(b)</b> has made or has permitted alterations to any <b>Safety Critical Software</b> or <b>Over the Air (OTA) Updates</b> which relates to functioning of the vehicle as an <b>Automated Vehicle</b>, except those made available by and/or approved by the manufacturer of the <b>Insured Vehicle</b>.</p>