

# Select for Local Councils

## Notice to policyholders

This document details the main changes to the updated policy wording. It does not contain a record of every amendment or those made to individual client policies. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations and exclusions of the policy cover.

### Helpline Services

- Addition of Risk Management Advice Line - providing free practical guidance on risk issues.

### Property Exclusions

- References to 'damage', 'business interruption' and/or 'consequential loss' within the policy level General Exclusions applying to our Property covers, and section level exclusions within our Property covers, have been replaced with 'loss, damage, cost or expense' to ensure clarity of intent.

### General conditions

#### Fair Presentation of the Risk and Change in Circumstances

- The remedies for non-compliance in the Fair Presentation of the Risk and Change in Circumstances conditions have been clarified.

#### Addition of Electronic Risks exclusion

- We have added an Electronic Risks exclusion to the General Conditions of our policy wording. This exclusion applies to all Property sections. Your Terrorism section, where purchased, already contains a similar exclusion.
- The effect of this exclusion is to exclude loss, damage, cost or expense resulting from virus or similar mechanism, hacking or denial of service attack. We have added definitions of what each of these mean to our General Definitions.

### Part A - Material Damage

#### Trace and Access limit amended

- We have amended the Trace and Access extension under this Part , increasing the limit to £25,000 any one loss and restricting it so that it also is limited to this amount in the aggregate in one period of insurance.

### Part I - Motor Vehicles

#### Electric Vehicles

- We have updated our wording to reflect the needs of electric vehicles and their users. This includes:
  - amended definitions of The Insured Vehicle and adding new definitions of Accessories and Electric Vehicle.
  - added cover for liability arising from the charging of an electric vehicle using charging cables
  - clear statement of coverage relevant to damage to the batteries of electric vehicles and the payment of claims should the battery be leased or hired.

#### Geographical Limits - Brexit change in terms of Geographical Limits and the Earthquake and Riot and Civil Commotion Exclusion

- We have updated our wordings to reflect the United Kingdom's withdrawal from the European Union.

### **Motor - Terrorism - Mutualisation of Road Traffic Act risk**

- Following the Westminster Bridge terrorism incident, the terrorism risk was mutualised by the Motor Insurers' Bureau (MIB) and therefore we as the insurer are liable only for third party property damage above the Road Traffic Act minimum requirement of £1.2m up to the limit specified in your policy. All injury claims will be picked up by the MIB. We have amended our wordings to reflect this change.

### **Motor - Further enhancements**

- We have updated the wording to reflect the addition of the following covers:
  - New for Old cover in respect of any Motor Car or goods carrying Commercial Vehicle not exceeding 7.5 tonne gross vehicle weight within one year of the first registration.
  - Unlimited Theft or Loss of Keys cover which will not be subject to the policy excess.
  - Child Seat Replacement cover which will not be subject to the policy excess. A definition of Child Seat has been added.
  - Whilst the Insured Vehicle is in the custody, control of any hotel, restaurant or similar organisation for the purposes of parking.
  - Incorrect Fuelling to cover cost of draining and cleansing the fuel tank of an Insured Vehicle following the accidental filling of the fuel tank with the incorrect fuel for the type of engine. The cover will not be subject to the policy excess.
  - Emergency Hotel and Travel Expenses incurred if the Insured Vehicle is immobilised because of damage or theft which necessitates an unplanned overnight stop. Hotel expenses up to £250 are covered in respect of the driver and each passenger up to a total of £750 in any one claim while travel expenses are payable up to a maximum amount of £250 in respect of any one claim.
  - Windscreens which are damaged but repairable will no longer be subject to the policy excess for windscreens. The excess will remain applicable for windscreen replacement. A policy definition has been added to define windscreen.

### **Motor - Exclusions**

- We are excluding damage directly caused to the insured vehicle by pressure waves by aircraft or other aerial devices travelling at sonic or supersonic speeds though we continue to insure requirements of the Road Traffic Act in terms of third party liabilities.
- We are also excluding cover in respect of the owners of vehicles leased to you where liability is attributable to the negligence of the owner.

### **Motor - Law Applicable – Special Condition**

- A new law applicable special condition has been added so that the law and courts of the place where the vehicle is used for the majority of the period of insurance applies. If there is any disagreement about which law applies, the law and courts of the place where the vehicle is registered will apply.

### **Part J - Motor Legal Expenses and Uninsured Loss Recovery**

- DAS who are the insurer of this part of the policy have provided a refreshed and up to date wording. Whilst the wording looks different there are no changes to record in terms of the breadth of the policy wording.

### **Part L - Plant Protection**

- An electronic risks exclusion has been applied to this part.

### **Part M - Deterioration of Stock**

- An electronic risks exclusion has been applied to this part.
- Clarification has been added that the insurer's liability in respect of Section 2 - Cover a) and b), combined will not exceed in respect of any one Accident the sum insured stated in the schedule in any one period of insurance.
- Clarification has been added that the insurer's liability in respect of Section 2.1 Additional Costs will not exceed £25,000 or 10% of the sum insured stated in the schedule in any one period of insurance, whichever is the lesser.

### **Part P - Legal Expenses**

- DAS who are the insurer of this part of the policy have provided a refreshed and up to date wording. Whilst the wording looks different there are no changes to record in terms of the breadth of the policy wording.

## Part R - Terrorism

### Terrorism Cover

- The operative clause has been amended to ensure that where purchased, cover under this part aligns to that which is provided under the Property sections of your policy wording, including Material Damage and Business Interruption (where purchased).
- Previously your policy wording stated that the cover would only be triggered by an event involving damage but the cover we are providing also includes some instances of loss, cost or expense resulting where there is no damage.

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