

Insurance for the Professional

Professionals



Professionals Insurance Policy

Please read this document carefully. Full terms and conditions can be found within the Policy Booklet.

The Professionals Insurance policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Please refer to your policy schedule for full details of any endorsements or excesses that may apply.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

Standard Cover

Section 1 | Public Liability

Extensions included as standard Cover **Conditions Exclusions** (subject to certain limits) Public Liability - indemnity limit Cost of rectifying faulty Compensation for Court Contractual Liability shown on the schedule (any Attendance connected to a workmanship or replacing or Jurisdiction claim - up to £750 per day for one occurrence) recalling defective products Costs inclusive in USA each director/partner and £250 or materials Territorial Limits and Canada per day for each employee Breach of professional duty, - Great Britain, Northern Asbestos Clean Up Costs Health & Safety at Work, etc. malpractice of any nature, Ireland, the Channel Islands Excess - as per Schedule Act 1974 treatment, examination, or the Isle of Man prescription, surgical operation. Indemnity to Principals - Within any member medical procedures or any Defective Premises Act 1972 country of the European treatment used, practised Union where any person is Leased or Rented Premises or performed by You or on temporarily engaged on Motor Contingent Liability Your behalf other than when Your Business performing first aid Overseas Personal Liability - Elsewhere in the world Design, formula, advice or **Products Liability** where any person is specification for a fee or Cross Liabilities temporarily engaged in nonwhere a fee would normally be manual work in connection **Data Protection Legislation** charged with Your Business (See also Overseas Personal Consumer Protection and Food Liability Extension) Safety Acts

Section 1 | Public Liability continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	Corporate Manslaughter maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance		 Sale, supply or administration of drugs, medicines, chemicals, or medical supplies or equipment of any kind Bodily Injury to your employees arising out of and in the course
			of their employmentProperty belonging to you or
			under your control Damage to the Contract Works and other materials plant tools or equipment brought on to the site
			Injury or damage arising from any mechanically propelled vehicle or any craft made to float on, in or travel through water, air or space
			 Products supplied Liquidated damages, fines or
			penalties Punitive, exemplary or
			aggravated damages Pollution or Contamination unless from a sudden and identifiable unintended and unexpected incident
			Pollution or Contamination occurring in the USA or Canada
			Visits or work on any offshore installation
			Failure or partial failure of computer programmes
			Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein
			Loss of data or provision of incorrect data or failure to supply data
			Libel slander or infringement of plans copyright patent trade name trade mark or registered design
			Incorrect information or errors or omissions in published materials
			Products supplied which to your knowledge are used as a critical part in connection with flying or navigation of any aircraft spacecraft rocket missile or satellite
			Cost of repair alteration replacement removal or recall of any Products Supplied
			Products supplied which to your knowledge are exported to the United States of America and/or Canada and/or their dependencies

Optional Cover

Section 1 Extension 1 | Hairdressers and Beauty Treatment

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Indemnity limit shown on the schedule (any one occurrence)	As shown under Section 1	 As shown under Section 1 The following additional conditions also apply: Limit of Liability Medically Qualified Clinicians 	 As shown under Section 1 The following additional exclusions also apply: Application of any lotion, hair dye or other preparation manufactured, produced, mixed or treated by You or anyone acting on Your behalf Failure to make prior skin tests before use and/or subsequent procedures required or recommended by the makers or vendors of any lotion, hair dye or other preparation Any treatment carried out by a person other than a Suitably Trained Person except: the washing and drying of hair, hairpieces or wigs; or whilst such person is under the direct and continuous supervision of a Suitably Trained Person Vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power operated aids or any treatment involving the administration of injectable beauty and aesthetic treatments or body piercing.

Optional Cover

Section 2 | Employers Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Employers Liability, indemnity limit shown on the schedule (inclusive of legal costs) Territorial Limits Great Britain, Northern Ireland, the Channel Islands or the Isle of Man Within any member country of the European Union where any person is temporarily engaged on Your Business Elsewhere in the world where any person is temporarily engaged in nonmanual work in connection with Your Business	Compensation for Court Attendance connected to a claim − up to £750 per day for each director/partner and £250 per day for each employee Health & Safety at Work, etc. Act 1974 Unsatisfied Court Judgements Indemnity to Principals Corporate Manslaughter − maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance Cross Liabilities	 Contractual Liability Jurisdiction Right of recovery Certificate of Employers Liability if policy or section cancelled certificate becomes ineffective from cancellation date 	Injury to Employees, other than the driver, resulting from being in or on any of Your vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988 Injury to Employees ordinarily resident outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man Visits or work on any offshore installation

Optional Cover

Section 2 Extension 2 | Injury to Working Partners

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
As shown under Section 2	As shown under Section 2	As shown under Section 2	As shown under Section 2 The following additional exclusions apply to Bodily Injury to Working Partners:
			Any injury sustained whilst the working partner is not working in connection with the Business
			Any injury that is caused by the negligence of another partner or employee whilst not working in connection with the Business
			The injured working partner does not have a valid right of action in negligence against the working partner or employee responsible for the injury

Standard Cover

Section 3 | Money

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Loss of Money – up to the limits shown on the schedule In transit In a bank night safe In Your private dwelling, or that of your partners, directors or employees Territorial Limits Great Britain, Northern Ireland, the Channel Islands or the Isle of Man	 Non-Negotiable Money – up to £250,000 any one claim Damage to Safes and Carrying Cases directly associated with theft or attempted theft – up to the cost of repair or replacement Damage to clothing resulting from theft or attempted theft of money – up to £500 any one person Personal Accident (Assault) Death – up to £10,000 Loss of limbs or sight – up to £10,000 Permanent total disablement – up to £10,000 Temporary total disablement – up to £100 per week Temporary partial disablement – up to £30 per week Incurred medical expenses – up to £500 	Accompaniment requirements for money in transit Safe keys and notes of combinations are to be removed from the premises outside business hours The following additional conditions apply to Personal Accident (Assault): Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years Limit of Liability Referral to Medical Practitioner	 Losses arising from fraud or dishonesty of employees if discovered longer than 14 days after the event Shortages due to error or omission Losses from unattended vehicles Losses arising from any form of payment which proves to be counterfeit, fake etc. The following additional exclusions apply to Personal Accident (Assault): Death or disablement contributed to or accelerated by preexisting physical or mental condition

Optional Cover

Section 4 | Tools and Business Equipment

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
 "All Risks" Cover on Tools and Business Equipment not exceeding the Sum Insured shown on the Schedule Territorial Limits Great Britain, Northern Ireland, the Channel Islands or the Isle of Man Within any member country of the European Union where work being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man 	Reinstatement of losses Other Interests	Excess – as per Schedule	Wear, tear, gradual deterioration and other gradually operating causes Exposure to weather conditions Damage to mechanically propelled vehicles Mechanical or Electrical breakdown or derangement Damage to any electrical tools and business equipment caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running Normal upkeep or normal making good Tools and Business Equipment hired out Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory Delay or seizure of goods by the government or other authority Indirect loss of any kind Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park

Section 4 | Tools and Business Equipment continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building
			Damage to goods in an open backed vehicle caused by theft or attempted theft
			Damage to glass and other fragile or brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported
			Pollution or contamination unless resulting from a defined peril

Optional Cover

Section 5 | Business Stock

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
 "All Risks" Cover on Business Stock not exceeding the Sum Insured shown on the Schedule Territorial Limits Great Britain, Northern Ireland, the Channel Islands or the Isle of Man Within any member country of the European Union where work being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man 	Reinstatement of losses Debris Removal Other Interests	• Excess – as per Schedule	Wear, tear, gradual deterioration and other gradually operating causes Exposure to weather condition Mechanical or Electrical breakdown or derangement Damage to any electrical business stock caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running Normal upkeep or normal making good Business Stock hired out Unexplained losses or shortaged due to error or omission only discovered when stocktaking of making an inventory Delay or seizure of goods by the government or other authority Indirect loss of any kind Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building Damage to goods in an open backed vehicle caused by thefor attempted theft Damage to glass and other fragile or brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported Pollution or contamination unlear resulting from a defined peril

Optional Cover

Section 6 | Personal Accident

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Cover for named people (must be aged not less than 16 years nor more than 75 years) suffering bodily injury resulting in: Death Loss of limbs or sight Permanent total disablement Temporary total disablement Up to the benefits for each item as shown in the schedule		 Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years Limit of Liability Change in Circumstances 	 Flying other than as passenger on bona fide airline Winter sports and other hazardous pursuits Illness or disease or gradually operating cause Self-injury, provoked assault or wilful exposure to needless peril Influence of alcohol or non-prescribed drugs Pre-existing defect Failure to obtain or follow proper medical advice

Optional Cover

Professional Indemnity

If you are eligible for Professional Indemnity cover a separate Product Summary is provided with details of this cover. This is available to:

Estate Agents;

- Media Consultants;
- Miscellaneous; and
- Information Technology.

General Conditions

-	Observance of Conditions	Fair Presentat	ion of the Risk	•	Reasonable Precautions	•	Change of Risk or Interest
١,	Contracts (Rights of Third	 Cancellation 		•	Instalments	•	Choice of Law
	Parties) Act 1999	Changes to You	our Cover	•	No Claim Discount	•	Sanctions, Prohibitions or Restrictions

Claims Conditions

•	Conditions Precedent	Our Rights	Subrogation Arbitration
•	Action by You	Fraudulent Claims	Other Insurances

General Exclusions

Sonic Bangs	War, Government Action and	Date Recognition	Infectious or Contagious
Radioactive Contamination	Terrorism	Computer Virus and Hacking	Disease

Further Information

Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Telephone helpline services available for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf). Where specialist advice is needed, this is available 9am to 5pm, Monday to Friday, excluding public and bank holidays.
- Counselling A confidential counselling service over the phone for any employee and their immediate family aged 18 or over (extends to include 16 or 17 year olds if they are in full-time employment). All costs of the referral services provided will not be paid by DAS (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
- Health and Medical Assistance provided by a medically qualified person, is available 9am to 5pm, Monday to Friday, excluding public and bank holidays, giving assistance concerning nutrition, sports injuries, giving up smoking etc. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf).

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

How to make a claim



You can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code on the left hand side or by visiting nig.com/claims.

Alternatively, you can contact Your insurance advisor for a claim form. Please quote your policy number.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address:

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

Email: complaints@nig-uk.com.

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at www.nig.com/contact-us/complaints.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at

www.bankofengland.co.uk/pra, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

