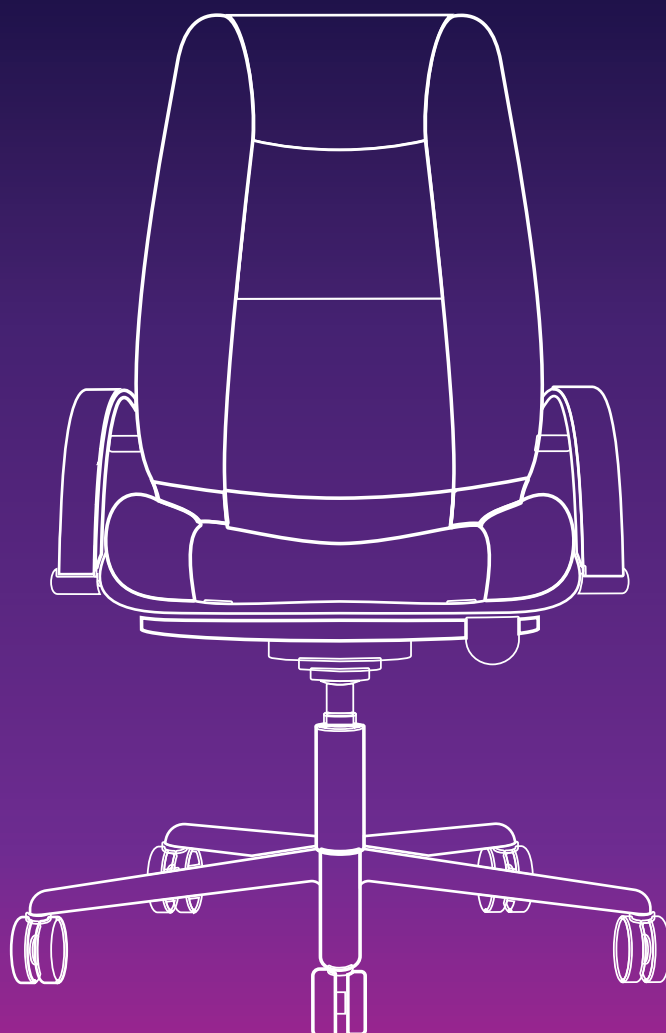


# OFFICE AND SURGERY INSURANCE PRODUCT SUMMARY



COVER THAT SUPPORTS  
YOUR OFFICE OR SURGERY

## Office and Surgery Insurance Policy

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

The Office and Surgery 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.

## Optional Cover

### Section 1: The Structure

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"><li>• Available on a "Specified Contingencies" basis with the option to include "Accidental Damage"</li><li>• Subsidence is available as an option in most cases</li></ul>	<ul style="list-style-type: none"><li>• Ground rent – up to 2 years whilst uninhabitable and up to a maximum of 10% of the Buildings Sum Insured</li><li>• Public Authorities</li><li>• Professional fees reasonably incurred in the repair or reinstatement of property</li><li>• Capital Additions – up to 10% of Sum Insured or £250,000 whichever is less</li><li>• Cost of debris removal / re-erection</li><li>• Fire Brigade and Rescue Services Damage to Grounds – up to £25,000 during any one period of insurance</li></ul>	<ul style="list-style-type: none"><li>• Index Linking</li><li>• Basis of Claims Settlement – reinstatement</li><li>• Reinstatement of Sum Insured following a loss</li><li>• Excess – as per schedule</li><li>• Roof Condition</li><li>• Subsidence</li><li>• Portable Heaters</li></ul>	<ul style="list-style-type: none"><li>• Bursting by steam pressure boilers</li><li>• Cessation of work or government action</li><li>• Change in water table level</li><li>• Storm, tempest and flood damage to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures</li><li>• Storm, tempest and flood damage caused by frost, subsidence, ground heave or landslip</li><li>• Damage by malicious persons to property in the open unless otherwise agreed</li></ul>

Section 1: The Structure *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none"> <li>• Contracting Purchaser's Interest</li> <li>• Trace and Access – up to £25,000 in total for all claims or series of claims, arising out of any one original cause</li> <li>• Clearing of drains</li> <li>• Accidental Damage to underground service pipes and cables</li> </ul>		<ul style="list-style-type: none"> <li>• Damage by malicious persons to property in any structure incapable of being locked</li> <li>• Various exclusions apply to vacant or disused premises</li> <li>• Damage due to breakage or collapse of aerials, satellite dishes or falling trees</li> <li>• Property more specifically insured</li> <li>• Damage to Glass or Sanitary Ware as defined under Section 6 – other than by Fire, Lightning or Explosion</li> <li>• Damage to any electrical signs or its installation</li> <li>• Damage caused by the bursting of a boiler due to steam pressure other than in respect of engineering damage</li> <li>• Damage due to testing of any boiler, pressure vessel or electrical equipment</li> </ul> <p>If Accidental Damage selected: Damage caused by:</p> <ul style="list-style-type: none"> <li>• Wear and tear, the action of light and atmosphere</li> <li>• Moth, vermin or insects</li> <li>• Any process of cleaning, dyeing, restoring or repairing</li> <li>• Wind, hail, sleet snow, flood or dust damage to walls,</li> <li>• Subsidence, landslip or ground heave</li> <li>• Corrosion, wet or dry rot, marring or scratching</li> <li>• Normal settlement or bedding down of new structures</li> <li>• Inherent vice, latent defect, gradual deterioration</li> <li>• Faulty or defective workmanship</li> <li>• Collapse or cracking of Buildings</li> <li>• Maintenance, redecoration or repair costs</li> </ul> <p>If subsidence, ground heave and landslip selected:</p> <ul style="list-style-type: none"> <li>• Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building</li> <li>• Damage which originated prior to inception of cover</li> <li>• Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises</li> <li>• Damage resulting from groundworks or excavation at the same premises</li> </ul>

## Section 1: The Structure *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Damage caused by: <ul style="list-style-type: none"> <li>• The normal settlement or bedding down of new structures</li> <li>• The settlement or movement of made-up ground</li> <li>• Coastal or river erosion</li> <li>• Defective design or workmanship or the use of defective materials</li> <li>• Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe</li> </ul>

## Standard Cover

### Section 2: Contents

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>• Available on a "Specified Contingencies" basis with the option to include "Accidental Damage"</li> <li>• Subsidence is available as an option in most cases</li> </ul>	<ul style="list-style-type: none"> <li>• Accidental Damage to underground service pipes and cables</li> <li>• Theft damage to buildings</li> <li>• Fire Brigade and Rescue Services Damage to Grounds – up to £25,000 during any one period of insurance</li> <li>• Temporary removal of contents for cleaning, renovation, repair or similar purposes up to a limit of 20% of the relevant item sum insured</li> <li>• Cost of replacing locks following loss of keys, by theft or robbery – up to £25,000</li> <li>• Cost of debris removal / re-erection</li> <li>• Loss of Oil and Metered Water – up to £25,000 during any one period of insurance</li> <li>• Cover whilst at indoor exhibitions or trade shows, excluding theft unless involving forcible and violent entry to or exit from the exhibition or trade shows premises – up to £10,000 during any one period of insurance</li> <li>• Capital Additions up to a limit of 10% of the Contents sum insured or £250,000, whichever is less</li> <li>• Removal of Nests – up to £1,000 any one claim</li> </ul>	<ul style="list-style-type: none"> <li>• Index Linking</li> <li>• Basis of settlement varies for Stock and Office Contents</li> <li>• Reinstatement of Sum Insured following a loss</li> <li>• Excess – as per schedule</li> <li>• Roof Condition</li> <li>• Subsidence</li> <li>• Portable Heaters</li> </ul>	<ul style="list-style-type: none"> <li>• Bursting by steam pressure boilers</li> <li>• Cessation of work or government action</li> <li>• Change in water table level</li> <li>• Storm, tempest and flood damage to moveable property in the open or in open sided structures</li> <li>• Storm, tempest and flood damage caused by frost, subsidence, ground heave or landslip</li> <li>• Theft of property in the open, jewellery and other valuables unless otherwise agreed</li> <li>• Damage by malicious persons to property in the open unless otherwise agreed</li> <li>• Damage by malicious persons to property in any structure incapable of being locked</li> <li>• Various exclusions apply to vacant or disused premises</li> <li>• Any loss only discovered during stocktaking</li> <li>• Damage due to testing of any boiler, pressure vessel or electrical equipment</li> <li>• Loss or damage recoverable under maintenance agreement, warranty or guarantee</li> </ul> <p>Damage to:</p> <ul style="list-style-type: none"> <li>• Bills of exchange, money, promissory notes, securities, deeds, bonds etc.</li> <li>• Jewellery, furs and precious stones and metals</li> <li>• Property in the open</li> </ul>

Section 2: Contents *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> <li>• Property more specifically insured</li> <li>• Any particular piece of equipment or appliance by self ignition, short circuit excess pressure etc unless more specifically insured under the Policy Extensions</li> <li>• Any electrical signs or its installation</li> </ul> <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>• Confiscation or detention by Customs or other officials or Authorities</li> </ul> <p>If Accidental Damage selected: Damage caused by:</p> <ul style="list-style-type: none"> <li>• Wear and tear, erosion, the action of light and atmosphere</li> <li>• Moth, vermin or insects</li> <li>• Any process of cleaning, dyeing, restoring or repairing</li> <li>• Corrosion, wet or dry rot, marring or scratching</li> <li>• Subsidence, landslip or ground heave</li> <li>• Inherent vice, latent defect, gradual deterioration</li> <li>• Any machine arising from mechanical, electrical or electronic breakdown</li> <li>• Normal maintenance or repair</li> <li>• Faulty or defective workmanship</li> <li>• Erasure or distortion of information on computer records</li> <li>• Confiscation or detention by Customs or other officials or authorities</li> <li>• Dishonesty or fraud</li> <li>• Any shortage due to error or omission</li> <li>• Damage to property in transit</li> </ul> <p>If subsidence, ground heave and landslip selected:</p> <ul style="list-style-type: none"> <li>• Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building</li> <li>• Damage which originated prior to inception of cover</li> <li>• Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises</li> <li>• Damage resulting from groundworks or excavation at the same premises</li> </ul>

## Section 2: Contents *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Damage caused by: <ul style="list-style-type: none"> <li>• The normal settlement or bedding down of new structures</li> <li>• The settlement or movement of made-up ground</li> <li>• Coastal or river erosion</li> <li>• Defective design or workmanship or the use of defective materials</li> <li>• Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe</li> </ul>

## Standard Cover

### Section 3: Public and Products Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Legal liability to pay damages and associated costs in respect of: <ul style="list-style-type: none"> <li>• Accidental death disease or illness</li> <li>• Accidental Damage to material property</li> <li>• Accidental obstruction, trespass, nuisance or interference with air, light, water or way</li> <li>• wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy</li> <li>• Public Liability, indemnity limit shown on the schedule (any one occurrence)</li> <li>• Products Liability, indemnity limit shown on the schedule (in total during any one period of insurance)</li> <li>• Territorial Limits               <ul style="list-style-type: none"> <li>– the United Kingdom, the Isle of Man or the Channel Islands</li> <li>– elsewhere in the world for visits in connection with the Business undertaken by You or Your directors or Employees normally resident in the UK, the Isle of Man or the Channel Islands</li> </ul> </li> </ul> for performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs (see also Overseas Personal Liability Extension and Work Overseas Extension)	<ul style="list-style-type: none"> <li>• Compensation for Court Attendance connected to a claim – up to £500 per day for each director/partner and £250 per day for each employee</li> <li>• Health &amp; Safety at Work, etc Act 1974</li> <li>• Additional Persons Insured</li> <li>• Defective Premises Act 1972</li> <li>• Damage to Leased &amp; Rented Premises</li> <li>• Member to member liability</li> <li>• Motor Contingent Liability</li> <li>• Overseas personal liability</li> <li>• Work Overseas</li> <li>• Consumer Protection and Food Safety Acts</li> <li>• Cross Liabilities</li> <li>• Indemnity to Principals</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> <li>• Data Protection Legislation 2018</li> </ul>	<ul style="list-style-type: none"> <li>• Contractual Liability</li> <li>• Excess – as per schedule</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of rectifying faulty workmanship or replacing or recalling defective products or materials</li> <li>• Breach of professional duty, malpractice of any nature, treatment, examination, prescription, surgical operation, medical procedures or advice given</li> <li>• Sale, supply or administration of drugs, medicines and chemicals</li> <li>• Bodily Injury to your employees arising out of and in the course of their employment</li> <li>• Property belonging to you or under your control</li> <li>• Injury or damage arising from any mechanically propelled vehicle or any vessel made to float on, in or travel through water, air or space</li> <li>• Products supplied other than for food or drink supplied for consumption or the disposal of furniture and office equipment</li> <li>• Liquidated damages, fines or penalties</li> <li>• Punitive or exemplary damages</li> <li>• Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident</li> <li>• Pollution or contamination occurring in the USA or Canada</li> <li>• Visits or work on any offshore installation</li> <li>• Failure or partial failure of computer programmes</li> </ul>

## Section 3: Public and Products Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> <li>• Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein</li> <li>• loss of data or provision of incorrect data or failure to supply data</li> <li>• libel slander or infringement of plans copyright patent trade name trade mark or registered design</li> <li>• incorrect information or errors or omissions in published materials</li> </ul>

## Standard Cover

### Section 4: Employers Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to employees.</p> <p>Indemnity limit shown on the schedule (inclusive of legal costs)</p> <p>Territorial Limits</p> <ul style="list-style-type: none"> <li>– the United Kingdom, the Isle of Man or the Channel Islands</li> <li>– elsewhere in the world for visits in connection with the Business undertaken by You or Your directors or Employees normally resident in the UK, the Isle of Man or the Channel Islands</li> </ul> <p>for performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs</p>	<ul style="list-style-type: none"> <li>• Compensation for Court Attendance connected to a claim – up to £500 per day for each director/partner and £250 per day for each employee</li> <li>• Health &amp; Safety at Work, etc. Act 1974</li> <li>• Additional Persons Insured</li> <li>• Unsatisfied Court Judgements</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> <li>• Cross Liabilities</li> </ul>	<ul style="list-style-type: none"> <li>• Law Applicable – UK, Channel Islands and Isle of Man</li> <li>• Certificate of Employers Liability – if policy or section cancelled certificate becomes ineffective from cancellation date</li> </ul>	<ul style="list-style-type: none"> <li>• Injury to Employees resulting from being in or on any of Your vehicles whilst on the road under terms of part VI of the Road Traffic Act 1988</li> <li>• Injury arising in connection with any visit to or work on any offshore rig or platform</li> </ul>

## Optional Cover

### Section 4 Extension 1: Injury to Working Partners

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>As shown under Section 4</li> </ul>	<ul style="list-style-type: none"> <li>As shown under Section 4</li> </ul>	<ul style="list-style-type: none"> <li>As shown under Section 4</li> </ul>	<ul style="list-style-type: none"> <li>As shown under Section 4</li> </ul> <p>The following additional exclusions also apply:</p> <ul style="list-style-type: none"> <li>Any injury sustained whilst the working partner is not working in connection with the Business</li> <li>Any injury that is caused by the negligence of another partner or employee whilst not working in the Business</li> </ul>

## Standard Cover

### Section 5: Business Interruption

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>Cover for Loss of Gross Income sum insured shown on the schedule or Increased Cost of Working sum insured shown on the schedule</li> <li>Indemnity period shown on the schedule</li> <li>Book Debts sum insured shown on the schedule</li> <li>Available on a "Specified Contingencies" or an "All Risks" basis</li> <li>Subsidence is available as an option in most cases</li> </ul>	<ul style="list-style-type: none"> <li>Prevention / Denial of Access</li> <li>Failure of Public Utilities – gas, electricity, water (for at least 30 minutes) or telecommunications</li> <li>Unspecified suppliers – up to 10% of the sum insured or £50,000 whichever is lower</li> <li>Local Authority closure of premises due to vermin or defective sanitation</li> <li>Disease (as specified in the policy), food poisoning, murder, suicide occurring at the premises</li> <li>Prevention or hindrance of access to Your premises resulting from the actions or advice of a competent public authority due to an emergency as described within the policy (excluding any loss during the first four hours)</li> <li>National Lottery</li> <li>Damage to documents temporarily removed</li> <li>Bomb Scares (exclusions e.g. Northern Ireland)</li> <li>Essential Personnel</li> </ul>	<ul style="list-style-type: none"> <li>Reinstatement of the sum insured following a loss</li> <li>Current Cost accounting adjustments disregarded</li> <li>Payments will be exclusive of VAT</li> <li>First Financial Year clause</li> <li>Outstanding debit balance recording and storage</li> </ul>	<ul style="list-style-type: none"> <li>As shown under Sections 1, 2 and 6</li> </ul> <p>The following additional exclusions apply to Book Debts:</p> <ul style="list-style-type: none"> <li>erasure and distortion of information on computer systems</li> <li>deliberate falsification of business records</li> <li>mislaying or misfiling of tapes records</li> <li>deliberate act of the public supply undertaking in restricting or withholding electricity supply</li> <li>wear and tear and gradual deterioration, vermin, rust, damp or mildew</li> <li>dishonest or fraudulent acts by any of your employees</li> </ul>



## Standard Cover

### Section 6 Sub Section 1: Glass

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>Breakage of fixed glass and sanitary ware up to sum insured shown on the schedule</li> <li>Reasonable boarding up costs</li> </ul>	<ul style="list-style-type: none"> <li>Damage to frames or framework</li> <li>Cost of necessary removal or replacement of fixtures and fittings</li> <li>Cost of replacing alarm foil, lettering, painting etc on Glass following breakage</li> <li>Accidental damage to goods incidental to the business caused by breakage of glass in display windows</li> </ul>	<ul style="list-style-type: none"> <li>Excess – as per schedule</li> </ul>	<ul style="list-style-type: none"> <li>Fire, Lightning or Explosion or consequent salvage operations</li> <li>Removal, installation or repairs/alterations to the Premises</li> <li>Damage from theft unless covered under Section 2 of the Policy</li> <li>Any flawed or broken item at commencement of policy</li> <li>Vacant or disused premises</li> </ul>

## Standard Cover

### Section 6 Sub Section 2: All Risks on Fixed Signs

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>"All Risks" on signs and nameplates up to sum insured shown on the schedule</li> </ul>		<ul style="list-style-type: none"> <li>Excess – as per schedule</li> </ul>	<ul style="list-style-type: none"> <li>Wear, tear, action of light or atmosphere, moths, vermin or insects</li> <li>Cleaning, dyeing, restoring, adjusting or repairing</li> <li>Corrosion, dampness, dryness, rot, scratching or deterioration</li> <li>Installation, fitting or removal</li> <li>Breakdown, adjustment, maintenance or repair</li> </ul>

## Standard Cover

### Section 6 Sub Section 3: Goods in Transit

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>Office Contents whilst in transit by vehicles owned, hired or leased by You anywhere within the United Kingdom the Channel Islands the Isle of Man and the Republic of Ireland including sea transits between any of these territories, up to sum insured shown on the schedule</li> </ul>		<ul style="list-style-type: none"> <li>Basis of settlement varies for Stock and Office Contents</li> <li>Reinstatement of Sum Insured following a loss</li> <li>Excess – as per schedule</li> </ul>	<ul style="list-style-type: none"> <li>Theft from unattended vehicles unless: <ul style="list-style-type: none"> <li>the vehicle is securely locked at all points of access</li> <li>the vehicle is kept within a securely locked building between the hours of 9.00 p.m. and 6.00 a.m.</li> </ul> </li> <li>Deterioration of goods due to faulty stowage or incorrect setting or operation of the equipment</li> <li>Damage due to natural deterioration</li> <li>Loss of market, Damage due to delay, indirect loss of any kind or any other loss as a direct consequence of Damage</li> </ul>

## Section 6 Sub Section 3: Goods in Transit *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> <li>• Damage to bills of exchange money, promissory notes, securities, stamps, precious stones, jewellery, bullion</li> <li>• Death of or injury to living creatures</li> <li>• Spillage, leakage, contamination, deterioration or breakdown unless traceable to fire, lightning or road accident</li> </ul>

## Standard Cover

### Section 7: Loss of Money

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Loss of Money – up to the limits shown on the schedule</p> <ul style="list-style-type: none"> <li>• In transit</li> <li>• In a bank night safe</li> <li>• In Your home, or that of your partners, directors or employees</li> <li>• In Your premises</li> <li>• Territorial Limits of United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland</li> </ul>	<ul style="list-style-type: none"> <li>• Damage to Safes and Carrying Cases</li> <li>• Damage to clothing resulting from theft or attempted theft of money – up to £1,000 any one person</li> <li>• Unauthorised Use of Company Credit Cards – up to £1,000 any one period of insurance</li> <li>• Theft by employees discovered within 28 days of the loss – up to £5,000 any one claim</li> </ul>	<ul style="list-style-type: none"> <li>• Accompaniment requirements for money in transit</li> <li>• Safe keys and notes of combinations are to be removed from the premises outside business hours</li> <li>• All cash till drawers must be left open with all contents removed outside business hours</li> <li>• Theft by Employees – excess £500</li> </ul>	<ul style="list-style-type: none"> <li>• Losses arising from fraud or dishonesty of employees if other than as insured under Extension 4 of this Section</li> <li>• Shortages due to error or omission</li> <li>• Losses from unattended vehicles</li> <li>• Losses covered by a fidelity guarantee policy</li> <li>• Losses arising from any form of payment which proves to be counterfeit, fake etc.</li> </ul>

## Standard Cover

### Section 8: Personal Accident (Assault)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Cover is only for Bodily Injury sustained during robbery or attempted robbery which occurs during the course of the Business resulting in</p> <ul style="list-style-type: none"> <li>• Death</li> <li>• Loss of limbs or sight</li> <li>• Permanent total disablement</li> <li>• Temporary total disablement</li> <li>• Temporary partial disablement</li> <li>• Incurred medical expenses</li> </ul> <p>Up to the benefits for each item shown on the schedule</p>	<ul style="list-style-type: none"> <li>• Damage to Personal Effects – up to £1,000 per person</li> <li>• Victim Support</li> </ul>	<ul style="list-style-type: none"> <li>• Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years</li> <li>• Limit of Liability</li> <li>• Referral to Medical Practitioner</li> </ul>	<ul style="list-style-type: none"> <li>• Illness or disease not resulting from bodily injury</li> <li>• Bodily injury due to a gradually operating cause</li> <li>• Self-injury, provoked assault or wilful exposure to needless peril</li> <li>• Death or disablement contributed to or accelerated by the influence of alcohol or non-prescribed drugs</li> </ul>

# Optional Cover

## Section 9: Commercial Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p><b>Countries Covered</b></p> <ul style="list-style-type: none"> <li>For Legal Defence Insured Incidents (excluding 5 Statutory Notice Appeals), and H Personal injury:            the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</li> <li>For all other Insured Incidents:            the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands</li> </ul> <p>Legal expenses up to £100,000 in relation to the following:</p> <ul style="list-style-type: none"> <li>Employment disputes</li> <li>Compensation awards (up to £1,000,000 during any one period of insurance)</li> <li>Employee Civil Legal defence</li> <li>Service Occupancy</li> <li>Legal defence:           <ul style="list-style-type: none"> <li>Criminal Pre-proceedings cover</li> <li>Criminal Prosecution Defence</li> <li>Data Protection</li> <li>Wrongful Arrest</li> <li>Statutory Notice Appeals</li> <li>Jury Service and Court Attendance</li> </ul> </li> <li>Statutory licence appeal</li> <li>Contract disputes</li> <li>Tenancy disputes</li> <li>Debt recovery</li> <li>Property protection</li> <li>Personal injury</li> <li>Tax protection</li> </ul> <p>The most We will pay in Cost and Expenses is no more than the amount We would have paid to a Preferred Law Firm or tax consultancy. The amount We will pay a law firm or tax consultancy (where acting as an Appointed Representative) is £100 per hour.</p> <p>Claims under this section are dealt with and managed by DAS Legal Expenses Insurance Company Limited on behalf of NIG</p>		<p><b>General</b></p> <p>You must:</p> <ul style="list-style-type: none"> <li>Keep to the terms and conditions of this Section</li> <li>Notify DAS immediately of any changes</li> <li>Take every step to keep costs and expenses as low as possible</li> <li>Try to prevent anything happening that may cause a claim</li> <li>DAS can takeover any claim or legal proceeding at any time</li> <li>Before you choose a lawyer or an accountant, DAS can appoint a "Representative"</li> <li>Any settlement must be made with the consent of DAS</li> </ul> <p><b>Compensation Awards</b></p> <ul style="list-style-type: none"> <li>In cases of performance and/or conduct, throughout the employment dispute you either must follow:           <ul style="list-style-type: none"> <li>ACAS code of disciplinary</li> <li>Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or</li> <li>Sought and followed advice from DAS</li> </ul> </li> </ul> <p><b>Contract Disputes</b></p> <ul style="list-style-type: none"> <li>The amount in dispute must exceed £500 (including VAT)</li> <li>If the amount in dispute exceeds £5,000 (including VAT), you must pay the first £500 of "Legal Costs" in each and every claim</li> <li>If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (including VAT)</li> <li>If the dispute relates to money owed to the "Insured Person", a claim under this Section is made within 90 days of the money becoming due and payable</li> </ul>	<p><b>General</b></p> <ul style="list-style-type: none"> <li>Any claim reported to DAS more than 180 days after the date you should have known about an insured incident</li> <li>Any costs and expenses that are incurred before DAS agree to pay them</li> <li>Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority (other than any compensation awards as covered under insured incidents, compensation awards and legal defence)</li> <li>Any claim relating to patents, copyrights, trademarks, registered designs etc</li> <li>Any wilful act or omission of an Insured Person deliberately intended to cause a claim</li> <li>Any claim relating to rights under a franchise or agency agreement</li> <li>Any claim relating to a shareholding or partnership share in the business</li> <li>Costs and expenses relating to judicial review</li> <li>Any claim where you:           <ul style="list-style-type: none"> <li>are declared bankrupt or in liquidation</li> <li>have filed a bankruptcy or winding up petition</li> </ul> </li> <li>Any claim relating to remarks that damage the Insured Persons reputation</li> <li>Any claim where an Insured Person is not represented by a law firm, barrister or tax expert</li> </ul> <p><b>Employment Disputes</b></p> <ul style="list-style-type: none"> <li>Any claim in respect of damages for personal injury</li> <li>Any claim arising from Transfer of Undertakings Regulations (TUPE)</li> </ul> <p><b>Compensation Awards</b></p> <ul style="list-style-type: none"> <li>Any claim relating to trade union activities, trade union membership or nonmembership</li> <li>Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996</li> </ul> <p><b>Service Occupancy</b></p> <ul style="list-style-type: none"> <li>Any claim relating to defending your legal rights (other than a counter-claim that is an Insured Incident)</li> </ul>

Section 9: Commercial Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
		<p><b>Debt Recovery</b></p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>The debt exceeds £500 (including VAT)</li> <li>A claim is made within 90 days of the money becoming due and payable</li> </ul> <p><b>Tax Protection</b></p> <ul style="list-style-type: none"> <li>You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion</li> <li>Any tax claim arises in direct connection with the activities of the business</li> </ul>	<p><b>Legal Defence: Criminal Prosecution Defence</b></p> <ul style="list-style-type: none"> <li>Any claim for prosecution due to the alleged infringement of road traffic laws in connection with ownership or use of a motor vehicle</li> </ul> <p><b>Legal Defence: Data Protection</b></p> <ul style="list-style-type: none"> <li>We will not cover the cost of fines imposed by the Information Commissioner</li> <li>Any claim relating to the loss, alteration, corruption or distortion of, or damage to stored personal data</li> </ul> <p><b>Legal Defence: Statutory Notice Appeal</b></p> <ul style="list-style-type: none"> <li>Any claim against the imposition or terms issued in connection with your licence, mandatory registration or British Standard Certificate of Registration</li> <li>Any claim against a statutory notice issued by an Insured Person's regulatory or governing body</li> </ul> <p><b>Statutory Licence Appeal</b></p> <ul style="list-style-type: none"> <li>The original application or renewal application of a statutory licence or British Standard Certificate of Registration</li> <li>Any licence appeal relating to ownership, driving or use of a motor vehicle</li> </ul> <p><b>Contract Disputes</b></p> <ul style="list-style-type: none"> <li>Any dispute arising from a breach, or alleged breach, of professional duty by an "Insured Person"</li> <li>A dispute with an employee or an ex-employee</li> </ul> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>A dispute relating to an insurance policy, other than when Your insurer refuses Your claim</li> <li>A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with the drafting of the lease, licence or tenancy agreement)</li> <li>A loan, mortgage, pension or other financial product</li> </ul>

Section 9: Commercial Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<p><b>Tenancy Disputes</b></p> <p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>• The negotiation, review or renewal of the lease or tenancy agreement</li> <li>• A dispute arising from or relating to rent or service charges</li> </ul> <p><b>Debt Recovery</b></p> <ul style="list-style-type: none"> <li>• Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section</li> </ul> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>• The settlement payable under an insurance policy</li> <li>• A lease, licence or tenancy of land or buildings</li> <li>• A loan, mortgage, pension or other financial product (other than a dispute with a professional adviser in connection with these matters)</li> </ul> <p>A motor vehicle owned or used by, or hired or leased to you (other than where your business is the selling of motor vehicles)</p> <p><b>Property Protection</b></p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>• A contract entered into by you</li> <li>• Goods in transit or goods lent or hired out</li> <li>• Mining subsidence</li> <li>• A motor vehicle owned or used by, or hired or leased to you (other than damage to a motor vehicle where your business is the selling of motor vehicles)</li> </ul> <p><b>Personal Injury</b></p> <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>• Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident</li> <li>• Defending you or your family members legal rights other than a counter-claim</li> <li>• Clinical negligence</li> </ul> <p><b>Tax Protection</b></p> <p>Any insured incident:</p> <ul style="list-style-type: none"> <li>• Arising from a tax avoidance scheme</li> <li>• Caused by your failure to register for VAT or PAYE</li> <li>• Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences</li> </ul>

## Optional Cover

### Section 10: Personal Accident

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Cover for named people suffering bodily injury resulting in:</p> <ul style="list-style-type: none"> <li>• Death</li> <li>• Loss of limbs or sight</li> <li>• Permanent total disablement</li> <li>• Temporary total disablement</li> <li>• Incurred Medical Expenses</li> </ul> <p>Up to the benefits for each item as shown in the schedule</p>		<ul style="list-style-type: none"> <li>• Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years</li> <li>• Limit of Liability</li> <li>• Change in Circumstances</li> </ul>	<ul style="list-style-type: none"> <li>• Flying other than as passenger on bona fide airline</li> <li>• Winter sports and other hazardous pursuits</li> <li>• Illness or disease</li> <li>• Self-injury, provoked assault or wilful exposure to needless peril</li> <li>• Influence of alcohol or non-prescribed drugs</li> <li>• Pre-existing defect</li> <li>• Failure to obtain or follow proper medical advice</li> </ul>

## Optional Cover

### Section 11: Specified All Risks

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Geographical Limit and Sum Insured for each item as shown in the schedule</p> <p>Geographical Limits being either:</p> <ul style="list-style-type: none"> <li>• Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man</li> <li>• Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union or</li> <li>• Worldwide which means anywhere in the world</li> </ul>		<ul style="list-style-type: none"> <li>• Basis of Claims Settlement – reinstatement</li> <li>• Excesses – as per schedule</li> </ul>	<ul style="list-style-type: none"> <li>• Inherent vice, deterioration, wear and tear</li> <li>• Faulty or defective workmanship</li> <li>• Bursting by steam pressure of non-domestic boilers</li> <li>• Corrosion, rust, wet or dry rot, vermin</li> <li>• Change in temperature</li> <li>• Theft or attempted theft from the Premises unless involving forcible and violent entry to or exit from the Premises</li> <li>• Theft or attempted theft other than from the Premises between the hours of 9pm and 6am unless the Property Insured is in your custody or that of any partner or director or employee or in a securely locked or occupied building</li> <li>• Cracking or collapse of boilers and other pressure vessels</li> <li>• Mechanical or electrical breakdown or derangement</li> <li>• Subsidence, heave or landslip</li> <li>• Fraud or dishonesty</li> <li>• Electrical or magnetic disturbance of electronic records (other than by lightning)</li> <li>• Weather damage to moveable property in the open or in open sided buildings</li> <li>• Fire damage to property undergoing any heat process</li> <li>• Damage to property (other than by fire or explosion) resulting from any production or repair process</li> </ul>

## Section 11: Specified All Risks *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> <li>• Delay or seizure of goods by the government or other authority</li> <li>• Loss of market loss of use devaluation or any indirect loss of any kind</li> <li>• Property whilst in transit by air unless carried as hand luggage</li> </ul>

## Optional Cover

### Section 12: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>• Terrorism                             <ul style="list-style-type: none"> <li>– Damage to the Property insured under this Policy and loss consequent on interruption to or interference with the Business</li> <li>– Non-Damage Business Interruption</li> </ul> </li> </ul> <p>as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism.</p> <p>Provided that Our liability will not exceed in any one Period of Insurance:</p> <ul style="list-style-type: none"> <li>– in all the total Sum Insured; or</li> <li>– for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less.</li> </ul>		<ul style="list-style-type: none"> <li>• Indemnity is subject to:                             <ul style="list-style-type: none"> <li>– HM Treasury has certified that an event or events have been an Act of Terrorism or</li> <li>– a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that any Damage was caused by an Act of Terrorism</li> </ul> </li> <li>• Conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance will not apply to Terrorism insurance</li> <li>• Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance</li> </ul>	<ul style="list-style-type: none"> <li>• Cover excludes the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987</li> <li>• Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power</li> <li>• Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor</li> <li>• Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack</li> <li>• Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded</li> <li>• Damage to any Residential Property insured in the name of a Private Individual</li> </ul>

## Policy Extensions

### Extension 1: Equipment Breakdown

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>Equipment Breakdown</li> <li>The insurance by Sections 1 (if operative) 2 and 5 of the Policy is extended to include cover for direct physical Damage caused to Covered Equipment resulting from an Accident – up to £5,000,000 any one Accident.</li> </ul>	<ul style="list-style-type: none"> <li>Contamination by a Hazardous Substance – up to £10,000 in any one period of insurance</li> <li>Computer Equipment – up to £500,000 any one Accident at the premises specified in the schedule</li> <li>Computer Equipment – up to £5,000 any one Accident whilst in any member country of the EU</li> <li>Portable Computer Equipment – up to £5,000 any one Accident whilst anywhere in the world</li> <li>Costs incurred in reinstating data – up to £50,000 in any one period of insurance</li> <li>Costs necessarily incurred in minimising or preventing the resulting interruption or interference to Your computer operations – up to £50,000 any one Accident</li> <li>Loss as described under Section 5 Business Interruption caused by an Accident to Covered Equipment – up to £100,000 in any one period of insurance</li> <li>Perishable Goods – up to £15,000 for frozen and chilled foodstuffs and up to £5,000 for any other perishable good any one Accident</li> <li>Expediting Expenses – up to £20,000 any one Accident</li> <li>Increase in loss due to public authority, ordinance or law in force at that time</li> <li>Cost of hire charges for hiring a substitute item during the period of repair – up to £10,000 in any one period of insurance</li> <li>Loss caused by an accident to storage tanks or water tanks – up to £10,000 any one Accident</li> <li>Damage to own surrounding property resulting from explosion of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel – up to £1,000,000 any one Accident</li> <li>any necessary additional costs incurred in order to gain access to repair or replace the Covered Equipment following an Accident – up to £20,000 any one Accident</li> <li>Costs incurred in the removal of debris and protection of Covered Equipment following an accident – up to £25,000 any one Accident</li> </ul>	<ul style="list-style-type: none"> <li>Precautions</li> <li>Back Up Records</li> <li>Excess</li> </ul>	<ul style="list-style-type: none"> <li>a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment</li> <li>loss or damage of any kind caused by a Cyber Event</li> <li>Damage to data or media caused by programming error or programming limitation, loss of data, loss of access, loss or use or loss of functionality.</li> <li>Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions</li> <li>Damage to any Computer Equipment which is recoverable under any maintenance agreement, warranty or guarantee</li> <li>Delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media</li> <li>Any manufacturing, production or process equipment</li> <li>Any biomass, biogas or hydroelectric installation</li> </ul>



## Extension 1: Equipment Breakdown *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none"> <li>We will pay costs relating to repair investigations and tests by consulting engineers for Damage to Covered Equipment following an accident – up to £25,000 any one Accident</li> </ul>		

## General Conditions

<ul style="list-style-type: none"> <li>Fair Presentation of the Risk</li> <li>Instalments</li> <li>Choice of Law</li> <li>Automated Teller Machine</li> </ul>	<ul style="list-style-type: none"> <li>Reasonable Precautions</li> <li>Security Minimum Protections</li> <li>Interest Clause</li> <li>Changes to Your cover</li> </ul>	<ul style="list-style-type: none"> <li>Change of Risk or Interest</li> <li>Security</li> <li>Contracts (Rights of Third Parties) Act 1999</li> </ul>	<ul style="list-style-type: none"> <li>Electrical Inspection</li> <li>Cancellation</li> <li>Unoccupancy</li> <li>Fire Extinguishment Appliances</li> </ul>
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## Claims Conditions

<ul style="list-style-type: none"> <li>Action by You</li> <li>Our Rights</li> </ul>	<ul style="list-style-type: none"> <li>Fraudulent Claims</li> <li>Conditions Precedent</li> </ul>	<ul style="list-style-type: none"> <li>Subrogation</li> <li>Other Insurances</li> </ul>	<ul style="list-style-type: none"> <li>Arbitration</li> <li>Excesses</li> </ul>
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## General Exclusions

<ul style="list-style-type: none"> <li>Sonic Bangs</li> <li>Radioactive Contamination</li> </ul>	<ul style="list-style-type: none"> <li>War, Government Action and Terrorism</li> <li>Pollution and Contamination</li> </ul>	<ul style="list-style-type: none"> <li>Date Recognition</li> <li>Marine Policies</li> </ul>	<ul style="list-style-type: none"> <li>Computer Virus and Hacking</li> </ul>
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## Further Information

### Other features

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

Telephone helpline services for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by DAS Law Limited and/or another law firm appointed by DAS Legal Expenses Insurance Company Limited on behalf of NIG). Where specialist advice is needed, this is available 9am to 5pm, Monday to Friday, excluding public and bank holidays.
- Emergency Assistance – rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures, serious roof damage. You will be responsible for all call out or repair charges (supplied by DAS Legal Expenses Insurance Company on behalf of NIG)
- Counselling – A confidential telephone service for any Insured Person and their immediate family who permanently live with them (supplied by DAS Legal Expenses Insurance Company on behalf of NIG)
- Health and Medical Assistance concerning nutrition, sports injuries, giving up smoking etc. Health and medical information is provided by a medically qualified person 9am–5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours (supplied by DAS Legal Expenses Insurance Company on behalf of NIG)
- Glass Replacement and Locksmith Services – rapid call outs for glazing or door and window security problems (provided by Our approved supplier panel)

### 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.

### Termination

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

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. 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, quoting your policy number.

The Chief Executive,  
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

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**

### 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](http://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/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Details about DAS' Regulator

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England and Wales, company number 103274.  
Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited are authorised and regulated by the Solicitors Regulation Authority (registered number 423113).  
Registered Office: North Quay, Temple Back Bristol BS1 6FL  
Registered in England and Wales, Company Number 5417859.

### 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](http://www.fscs.org.uk).



[www.nig.com](http://www.nig.com)