

Office and Surgery Policy

Important Notice to Policyholder (applicable from the Effective Date shown on your Renewal Schedule)

We continually review Our product offerings in Our aim to ensure the cover provided is competitive in an ever-changing market. We have reissued Your policy wording to reflect changes to the cover. This notice is to advise You of the important updates.

The changes, summarised below, take effect from the renewal date. **Please note that these changes may apply to aspects of the policy of insurance for which cover has not been provided.** Please therefore read all Policy documentation carefully as this will confirm the cover provided. Please contact Your broker, intermediary or Agent, should You have any questions.

Your policy wording and documentation changes are summarised as follows:

Business Advice Services Section

- **Eurolaw Commercial Legal and UK Tax Advice** - clarification advice is by telephone and in respect of legal problems affecting the business.
- **Counselling Helpline** - their family is amended to read 'their immediate family' who permanently live with them aged 18 or over and to 16 and 17 year olds provided they are in full-time employment. Calls may be recorded.
- **Health and Medical Assistance Helpline** - amended 'qualified nurse' to 'a medically qualified person'.
- **Employment Manual** address updated and option to be notified when it is updated.

General Conditions

- **6: Security Minimum Protections** - number 7 updated regarding security requirements for both electrically and manually operated roller shutters.
- **9: Choice of Law** - reference to European Law has been removed.
- **15: Electrical Inspection** - requirement b iii that Code C3 classified improvements be carried out within 6 months, has been deleted.

General Exclusions

- **3: War, Government Action and Terrorism** - Terrorism meaning has been amended to replace 'Damage' with 'loss, destruction or damage' and replace 'caused by such event' with 'caused by or contributed to by or arising from such event'.
- **7: Computer Virus and Hacking** - this Exclusion does not apply to 'Policy Extension: Computer Breakdown'.

Section 1: The Structure

Following Extension is amended:

- **2: European Union and Public Authorities** - is renamed **Public Authorities** and reference to European Union has been removed.

Following Condition is amended:

- **6: Flat / Felt Roof Condition** is renamed **Roof Condition** and further defined to include a 'roof with a pitch of 12.5 degrees or less'. Any recommendations for improvements following inspection must be carried out within 28 days as opposed to immediately.

Section 2: Contents

Following Condition is amended:

- **6: Flat / Felt Roof Condition** is renamed **Roof Condition** and further defined to include a 'roof with a pitch of 12.5 degrees or less'. Any recommendations for improvements following inspection must be carried out within 28 days as opposed to immediately.

Section 3: Public and Products Liability

Following Extension is amended:

- **5: Corporate Manslaughter and Corporate Homicide Act 2007** - the maximum liability under this Extension will not exceed £1,000,000.

Following Extension is added:

- **14: Data Protection Legislation 2018** - Updated following the Data Protection Regulations 2018. The maximum We will pay out in compensation, costs and expenses is £500,000 in any one Period of Insurance.

Section 4: Employers Liability

Following Extensions are amended:

- **2: Health and Safety at Work, etc. Act 1974** - applicable to employees only.
- **5: Corporate Manslaughter and Corporate Homicide Act 2007** - the maximum liability under this Extension will not exceed £1,000,000.

Following Extension is added:

- **6: Cross Liabilities**

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Section 9: Commercial Legal Expenses

Following Definitions are amended:

- **Costs and Expenses** updated to 'All reasonable, proportionate and necessary costs'.
- **DAS Standard Terms of Appointment**
- **Date of Occurrence** point **a** is updated and 'other than under insured Incident I Tax Protection' is deleted and replaced with 'other than as specified under point **c** to point **e** below' which covers Insured Incident C Statutory Licence Appeal, Insured Incident I, Tax Protection and Insured Incident B, Legal Defence 5, Statutory Notice Appeals.
- **Insured Person**
- **Preferred Law Firm**
- **Reasonable Prospects**
- **VAT Dispute** is amended to 'Value Added Tax (VAT) Dispute'

Following Definitions are added:

- **Countries Covered**
- **Insured Incident**

Following Definition is deleted:

- **Territorial Limits**

Two new sections are added:

- **Making a Claim**
- **Important Information**
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Cover is amended from 'the Insured Person' to 'You (or where specified, the Insured Person)'. A further point is added to explain the cover provided 'during the currency of a previous equivalent legal expenses insurance'.

What We Will Pay heading is added and the section amended:

- The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards is £250,000.
- The total of all compensation awards under Insured Incident A Employment Disputes and 2 Compensation Awards in any one period of insurance shall not exceed £1,000,000.
- In respect of Insured incident B Legal Defence 6 Jury Service payment for the Insured Person is amended from 'absent from work' to 'attending court or tribunal'.

What We will not pay is amended:

- We will not pay the VAT element of any Costs and Expenses if the Insured is registered for VAT.
- The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 must be paid within 21 days. The commencement of the 21 days will depend on if you are using a Preferred Law Firm or Your own law firm.

Insured Incidents have been updated:

A Employment Disputes and Compensation Awards

- **1 Employment Disputes Exclusions** - new exclusions: 'employee internal disciplinary or grievance procedures' and 'pursuing Your legal rights'.
- **2 Compensation Awards** paid in respect of a claim agreed under Insured Incident 1 Employment Disputes. Cover amended to include the contact number 0345 878 5024. Exclusion point 2 deletion 'of employment or a statutory provision' requirement under a contract.
- **3 Employee Civil Legal Defence** wording updated.
- **4 Service Occupancy** wording updated.

B Legal Defence

- **1 Criminal Pre-proceedings**: Cover amended to claims relating to the Health and Safety at Work Act 1974 and the territorial limits where the Act applies. Cover is for criminal investigations and/or prosecutions arising directly in connection with the business activities.
 - new **Exclusions** added for: investigations due to alleged infringement of road traffic laws in relation to a motor vehicle; criminal investigations or enquiries on behalf of HM Revenue and Customs.
- **2 Criminal Prosecution Defence**: Cover amended to claims relating to the Health and Safety at Work Act 1974 and the territorial limits where the Act applies. **Exclusion** amended to 'alleged' infringement of road traffic laws.
- **3 Data Protection** wording and Exclusion updated.
- **6 Jury Service and Court Attendance**: wording amended and new Exclusion added to exclude claims where the loss cannot be proved.

C Statutory Licence Appeal

Exclusions wording updated.

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Section 9: Commercial Legal Expenses (contd.)

D Contract Disputes

- Cover amended to pay Costs and Expenses in a contractual dispute.
- Exclusions wording updated.

E Tenancy Disputes

- Cover amended to pay Costs and Expenses.
- Exclusions wording updated.

F Debt Recovery

- Cover amended to pay Costs and Expenses.
- New Exclusion 1 - relating to a debt due within the first 90 days of inception of cover unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of the cover.
- other Exclusions renumbered and 2c updated.

G Property Protection

- Cover amended to pay Costs and Expenses and a dispute to physical property.
- Exclusions wording updated.
- and a requirement that there be reasonable prospects of establishing legal ownership to the physical property which is the subject of the dispute.

I Tax Protection

- Cover amended to pay Costs and Expenses

General Exclusions - wordings updated

Exclusion 2 Costs DAS have not agreed - wording updated to remove 'written' and amended to 'expressed'.

Exclusion 6 Deliberate acts - amended to **Wilful acts** and wording updated.

Exclusion 8 A dispute with DAS - wording updated.

Exclusion 14 Costs outside DAS Standard Terms of Appointment - wording has been deleted.

Conditions - wordings updated.

Condition 1b - wording updated to allow You to pick the law firm or tax expert of Your choice.

Condition 3a - 'Our written consent' amended to 'DAS expressed consent'.

Condition 6b added to clarify that 'if during the course of a claim, Reasonable Prospects no longer exist the cover We provide will end at once.'

Condition 7 - expert opinion wording updated.

Condition 8 now becomes **Condition 9**.

Following Conditions are added:

Condition 8 - arbitration procedure.

Condition 10 - where cover is also provided under another policy.

Condition 11 - Applicable Law

Condition 12 - clarity around conflicts in meaning between the Legal Expenses Section and the general Policy terms.

DASBusinesslaw - code to access documents updated to DASBNIG100 and the wording is updated.

Data Protection - wording updated to reflect changes as per Data Protection Act 2018 and address of DAS privacy statement for full information of how your data will be processed.

How to make a complaint - wording updated.

DAS Head and Registered Office - wording updated.

Financial Services Compensation Scheme - wording updated.

Section 12: Terrorism

The following Definition is amended:

- **Cover:**

'as insured by this Policy' is applicable to Cover 1 Heads of Cover and Cover 2 Non-Damage Business Interruption.

Policy Extension: Equipment Breakdown

Following Definition is added:

- **Cyber Event**

Following Definition is amended

- **Derangement** is renamed **Electronic Derangement** and the wording is updated.

Following Definition is deleted

- **Verified**

The following Additional Cover is amended: •

- 2: **Reinstatement of Data and Computer Increased Costs of Working** - 'Computer Equipment' amended to 'Covered Equipment'.
Cover only applicable if not otherwise excluded.

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Policy Extension: Equipment Breakdown (Contd.)

Following Condition is amended

- 2: Back up Records - wording updated.

Following Exclusions are added:

- 2: Loss or Damage caused by a Cyber Event.
- 6: any costs incurred due to a delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media.

Following Exclusions are amended:

- 2 is renumbered 3 and updated.
- 3 is renumbered 4.
- 4 is renumbered 5 and updated.

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