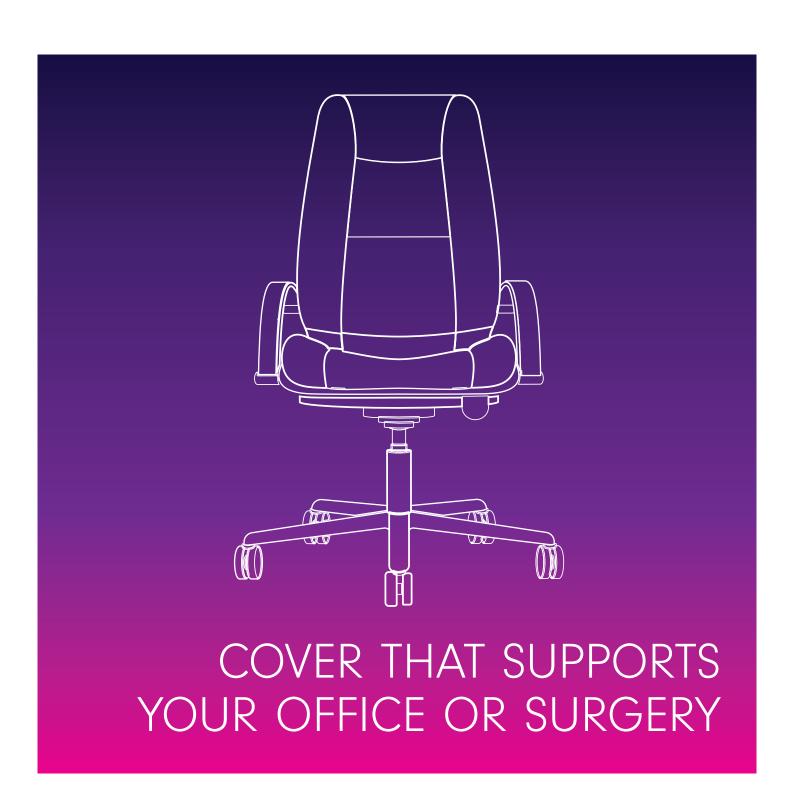
# OFFICE AND SURGERY INSURANCE

**PRODUCT SUMMARY** 





# 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

#### Extensions included as standard Cover (subject to certain limits) **Conditions Exclusions** Available on a "Specified Ground rent - up to 2 years Index Linking Bursting by steam pressure whilst uninhabitable and up to a Contingencies" basis with the **boilers** Basis of Claims Settlement option to include "Accidental maximum of 10% of the Cessation of work or reinstatement Damage" Buildings Sum Insured government action · Reinstatement of Sum Insured Subsidence is available as an European Union and Public following a loss Change in water table level option in most cases **Authorities** Excess – as per schedule Storm, tempest and flood Professional fees reasonably damage to walls (not forming Flat / Felt Roof Condition incurred in the repair or part of the structure), fences, Subsidence reinstatement of property gates or moveable property in Portable Heaters Capital Additions - up to 10% the open or in open sided of Sum Insured or £250,000 structures whichever is less Storm, tempest and flood Cost of debris removal / redamage caused by frost, subsidence, ground heave or landslip Fire Brigade and Rescue Damage by malicious persons Services Damage to Grounds up to £25,000 during any one to property in the open unless period of insurance otherwise agreed

### Section 1: The Structure continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul> <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> <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> <li>If Accidental Damage selected:</li> <li>Damage caused by:</li> <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> <li>If subsidence, ground heave and landslip selected:</li> <li>Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building</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> <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:  The normal settlement or bedding down of new structures  The settlement or movement of made-up ground  Coastal or river erosion  Defective design or workmanship or the use of defective materials  Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

# **Standard Cover**

### Section 2: Contents

Section 2: Contents			
Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <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> <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> <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>Flat / Felt Roof Condition</li> <li>Subsidence</li> <li>Portable Heaters</li> </ul>	<ul> <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> <li>Damage to:</li> <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
Cover		Conditions	Property more specifically insured Any particular piece of equipment or appliance by self ignition, short circuit excess pressure etc unless more specifically insured under the Policy Extensions Any electrical signs or its installation  Damage caused by: Confiscation or detention by Customs or other officials or Authorities  If Accidental Damage selected: Damage caused by: Wear and tear, erosion, the action of light and atmosphere
			<ul> <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</li> </ul>
			information on computer records  Confiscation or detention by Customs or other officials or authorities  Dishonesty or fraud Any shortage due to error or omission  Damage to property in transit  If subsidence, ground heave and landslip selected:  Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates
			<ul> <li>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:     The normal settlement or bedding down of new structures
			The settlement or movement of made-up ground
			Coastal or river erosion
			Defective design or workmanship or the use of defective materials
			Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

# **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:  Accidental death disease or illness  Accidental Damage to material property  Accidental obstruction, trespass, nuisance or interference with air, light, water or way  wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy  Public Liability, indemnity limit shown on the schedule (any one occurrence)  Products Liability, indemnity limit shown on the schedule (in total during any one period of insurance)  Territorial Limits  The United Kingdom, the Isle of Man or the Channel Islands  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  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)	Compensation for Court Attendance connected to a claim – up to £500 per day for each director/partner and £250 per day for each employee Health & Safety at Work, etc Act 1974 Additional Persons Insured Defective Premises Act 1972 Damage to Leased & Rented Premises Member to member liability Overseas personal liability Work Overseas Consumer Protection and Food Safety Acts Cross Liabilities Indemnity to Principals Corporate Manslaughter up to the Public Liability indemnity limit any one period of insurance	Contractual Liability     Excess – as per schedule	<ul> <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
			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

# **Standard Cover**

### Section 4: Employers Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to employees.  Indemnity limit shown on the schedule (inclusive of legal costs)  Territorial Limits  The United Kingdom, the Isle of Man or the Channel Islands  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 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	Compensation for Court Attendance connected to a claim – up to £500 per day for each director/partner and £250 per day for each employee     Health & Safety at Work, etc. Act 1974     Additional Persons Insured     Unsatisfied Court Judgements     Corporate Manslaughter up to the Employers Liability indemnity limit any one period of insurance	Law Applicable – UK, Channel Islands and Isle of Man     Certificate of Employers Liability – if policy or section cancelled certificate becomes ineffective from cancellation date	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 Injury arising in connection with any visit to or work on any offshore rig or platform

# **Optional Cover**

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

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
As shown under Section 4	As shown under Section 4	As shown under Section 4	<ul> <li>As shown under Section 4</li> <li>The following additional exclusions also apply:</li> <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
Cover for Loss of Gross Income sum insured shown on the schedule or Increased Cost of Working sum insured shown on the schedule Indemnity period shown on the schedule Book Debts sum insured shown on the schedule Available on a "Specified Contingencies" or an "All Risks" basis Subsidence is available as an option in most cases	<ul> <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, 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>	Reinstatement of the sum insured following a loss Current Cost accounting adjustments disregarded Payments will be exclusive of VAT First Financial Year clause Outstanding debit balance recording and storage	As shown under Sections 1, 2 and 6  The following additional exclusions apply to Book Debts:     erasure and distortion of information on computer systems     deliberate falsification of business records     mislaying or misfiling of tapes records     deliberate act of the public supply undertaking in restricting or withholding electricity supply     wear and tear and gradual deterioration, vermin, rust, damp or mildew     dishonest or fraudulent acts by any of your employees

# **Standard Cover**

### Section 6 Sub Section 1: Glass

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Breakage of fixed glass and sanitary ware up to sum insured shown on the schedule     Reasonable boarding up costs	<ul> <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>	Excess – as per schedule	<ul> <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
"All Risks" on signs and nameplates up to sum insured shown on the schedule		Excess – as per schedule	Wear, tear, action of light or atmosphere, moths, vermin or insects
			<ul> <li>Cleaning, dyeing, restoring, adjusting or repairing</li> </ul>
			<ul> <li>Corrosion, dampness, dryness, rot, scratching or deterioration</li> </ul>
			Installation, fitting or removal
			Breakdown, adjustment, maintenance or repair

# **Standard Cover**

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

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
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		<ul> <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>	Theft from unattended vehicles unless:  the vehicle is securely locked at all points of access  the vehicle is kept within a securely locked building between the hours of 9.00 p.m and 6.00 a.m.  Deterioration of goods due to faulty stowage or incorrect setting or operation of the equipment  Damage due to natural deterioration  Loss of market, Damage due to delay, indirect loss of any kind or any other loss as a direct consequence of Damage

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

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Damage to bills of exchange money, promissory notes, securities, stamps, precious stones, jewellery, bullion     Death of or injury to living creatures     Spillage, leakage, contamination, deterioration or breakdown unless traceable to fire, lightning or road accident

# **Standard Cover**

### Section 7: Loss of 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 home, or that of your partners, directors or employees  In Your premises  Territorial Limits of United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland	<ul> <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> <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>	Losses arising from fraud or dishonesty of employees if other than as insured under Extension 4 of this Section     Shortages due to error or omission     Losses from unattended vehicles     Losses covered by a fidelity guarantee policy     Losses arising from any form of payment which proves to be counterfeit, fake etc.

# **Standard Cover**

### Section 8: Personal Accident (Assault)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Cover is only for Bodily Injury sustained during robbery or attempted robbery which occurs during the course of the Business resulting in  Death  Loss of limbs or sight  Permanent total disablement  Temporary total disablement  Temporary partial disablement  Incurred medical expenses  Up to the benefits for each item shown on the schedule	<ul> <li>Damage to Personal Effects – up to £1,000 per person</li> <li>Victim Support</li> </ul>	<ul> <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> <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 willful 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	
Territorial Limits	
<ul> <li>For Legal Defence Insured Incidents (excluding 5 Statutor Notice Appeals), and H Personal injury:</li> <li>The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerlan and Turkey.</li> </ul>	of
<ul> <li>For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Island</li> </ul>	
Legal expenses up to £100,000 i relation to the following:	n
<ul> <li>Employment disputes</li> </ul>	
• Compensation awards (up to £1,000,000 during any one period of insurance)	
Employee Civil Legal defence	
Service Occupancy	
<ul><li>Legal defence:</li><li>Criminal Pre-proceedings cover</li></ul>	
<ul> <li>Criminal Prosecution Defence</li> </ul>	
<ul> <li>Data Protection and Information Commissioner Registration</li> </ul>	
<ul> <li>Wrongful Arrest</li> </ul>	
<ul> <li>Statutory Notice Appeals</li> </ul>	
<ul> <li>Jury Service and Court Attendance</li> </ul>	
<ul> <li>Statutory licence appeal</li> </ul>	
<ul> <li>Contract disputes</li> </ul>	
Tenancy disputes	
Debt recovery	
<ul><li>Property protection</li><li>Personal injury</li></ul>	
<ul><li>Personal injury</li><li>Tax protection</li></ul>	
- Tax protection	
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	

# Extensions included as standard (subject to certain limits)

#### **Conditions**

#### General

#### You must:

- Keep to the terms and conditions of this Section
- Notify DAS immediately of any changes
- Take every step to keep costs and expenses as low as possible
- Try to prevent anything happening that may cause a claim
- DAS can takeover any claim or legal proceeding at any time
- Before you choose a lawyer or an accountant, DAS can appoint a "Representative"
- Any settlement must be made with the consent of DAS

#### **Compensation Awards**

- In cases of performance and/or conduct, throughout the employment dispute you either must follow:
  - ACAS code of disciplinary
  - Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
  - Sought and followed advice from DAS

### Legal Defence – Jury Service and Court Attendance

 Under the Health and Safety at Work etc Act 1974 the territorial limit will be any place where the Act applies

#### **Contract Disputes**

- The amount in dispute must exceed £500 (including VAT)
- If the amount in dispute exceeds £5,000 (including VAT), you will be responsible for the first £500 of "Legal Costs" in each and every claim
- 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)
- 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

#### **Exclusions**

#### General

- Any claim reported to DAS more than 180 days after the date you should have known about an insured incident
- Any costs and expenses that are incurred before DAS agree to pay them
- 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)
- Any claim relating to patents, copyrights, trademarks, registered designs etc
- Any Insured Incident deliberately or intentionally caused by an Insured person
- Any claim relating to rights under a franchise or agency agreement
- Any claim relating to a shareholding or partnership share in the business
- Costs and expenses relating to judicial review
- Any claim where you:
  - are declared bankrupt or in liquidation
  - have filed a bankruptcy or winding up petition
- Any claim relating to remarks that damage the Insured Persons reputation
- Any claim where an Insured Person is not represented by a law firm, barrister or tax expert

#### **Employment Disputes**

- Any claim in respect of damages for personal injury or damage to property
- Any claim arising from transfer of business (specific restriction)

#### **Compensation Awards**

- Any claim relating to trade union activities, trade union membership or nonmembership
- Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996

#### **Service Occupancy**

 Any claim relating to defending your legal rights (other than a counter-claim)

Consultancy. The amount We will

pay a law firm or tax consultancy

Claims under this section are dealt

with and managed by DAS Legal

Expenses Insurance Company

(where acting as an Appointed

Lawyer) is £100 per hour.

Limited on behalf of NIG

# Section 9: Commercial Legal Expenses continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
		Provided that:  The debt exceeds £500 (including VAT)  A claim is made within 90 days of the money becoming due and payable  Tax Protection  You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion  Any tax claim arises in direct connection with the activities of the business	Legal Defence: Criminal Prosecution Defence  Any claim for prosecution of road traffic laws in connection with ownership or use of a motor vehicle  Legal Defence: Data Protection and Information Commissioner Registration  Any claim relating to the cost of fines imposed by the Information Commissioner  Legal Defence: Statutory Notice Appeal  Any claim against the imposition or terms issued in connection with your licence, mandatory registration or British Standard Certificate of Registration  Any claim against a statutory notice issued by an Insured Person's regulatory or governing body  Statutory Licence Appeal  An application for renewal of a statutory licence or British Standard Certificate of Registration  Any licence appeal relating to ownership, driving or use of a motor vehicle  Contract Disputes  Any dispute arising from a breach, or alleged breach, of professional duty by an "Insured Person"  A dispute with an employee or an ex-employee  Any claim relating to the following:  The settlement payable under an insurance policy  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)  A loan, mortgage, pension or other financial product  Tenancy Disputes  Any claim arising from or relating to the:  Amount, payment or non-payment of rent  Renewal of the lease or tenancy Agreement

# Section 9: Commercial Legal Expenses continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			Debt Recovery
			Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section
			Any claim relating to the following:
			The settlement payable under an insurance policy
			A lease, licence or tenancy of land or buildings
			A loan, mortgage, pension or other financial product
			A motor vehicle owned or used by, or hired or leased to you (other than damage to motor vehicle where your business is the selling of motor vehicles)
			Property Protection
			Any claim relating to the following:
			A contract entered into by you
			Goods in transit or goods lent or hired out
			Mining subsidence
			A motor vehicle owned or used by, or hired or leased to you (other than damage to motor vehicle where your business is the selling of motor vehicles
			Personal Injury
			Any claim relating to the following:
			Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
			Defending you or your family members legal rights other than a counter-claim
			Clinical negligence
			Tax Protection
			Any insured incident:
			Arising from a tax avoidance scheme
			Caused by your failure to register for VAT or PAYE
			Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences

# **Optional Cover**

### Section 10: Personal Accident

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Cover for named people suffering bodily injury resulting in:  Death  Loss of limbs or sight  Permanent total disablement  Temporary total disablement  Incurred Medical Expenses  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	<ul> <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 willful 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
Geographical Limit and Sum Insured for each item as shown in the schedule  Geographical Limits being either:  Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man  Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union or  Worldwide which means anywhere in the world		Basis of Claims Settlement – reinstatement     Excesses – as per schedule	<ul> <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
			Delay or seizure of goods by the government or other authority     Loss of market loss of use devaluation or any indirect loss of any kind     Property whilst in transit by air unless carried as hand luggage

# **Optional Cover**

### Section 12: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Terrorism  Damage to the Property insured under this Policy and loss consequent on interruption to or interference with the Business  Non-Damage Business Interruption  as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism.  Provided that Our liability will not exceed in any one Period of Insurance:  in all the total Sum Insured; or  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.		<ul> <li>Indemnity is subject to:         <ul> <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> <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
Equipment Breakdown 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.	<ul> <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 £10,000 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 £25,000 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> <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>	Precautions Back Up Records Excess   Back Up Records  Excess	<ul> <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>Damage to data or media caused by programming error or programming limitation, computer virus, introduction of malicious code, 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>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
	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		

### **General Conditions**

<ul> <li>Fair Presentation of the Risk</li> </ul>	•	Reasonable Precautions	•	Change of Risk or Interest	•	Electrical Inspection	ı
<ul> <li>Instalments</li> </ul>	•	Security Minimum Protections	•	Security	•	Cancellation	ı
Choice of Law	•	Interest Clause	•	Contracts (Rights of Third	•	Unoccupancy	ı
Automated Teller Machine	•	Changes to Your cover		Parties) Act 1999	•	Fire Extinguishment Appliances	ı
							1

# **Claims Conditions**

Action by You	Fraudulent Claims	<ul> <li>Subrogation</li> </ul>	Arbitration
Our Rights	Conditions Precedent	Other Insurances	Excesses

# **General Exclusions**

<ul> <li>Sonic Bangs</li> </ul>	•	War, Government Action and	•	Date Recognition	•	Computer Virus and Hacking
<ul> <li>Radioactive Contamination</li> </ul>		Terrorism	•	Marine Policies		
	•	Pollution and Contamination				

### **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 (the legal advice service is provided by DAS Law Limited and/or a law firm on behalf of DAS on our and DAS Legal Expenses Insurance Company Limited's behalf)
- 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 our behalf)
- Stress Counselling A confidential telephone service for employees and their family (supplied by DAS Legal Expenses Insurance Company on our behalf)
- · Health and Medical Assistance concerning nutrition, sports injuries, giving up smoking etc. Health and medical information is provided by qualified nurses 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 our behalf)
- 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, 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.

### **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, number 103274. Website: www.das.co.uk

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



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