

# Office and Surgery Summary of Cover

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

#### Who is the Insurer?

The insurer of the policy is Aviva Insurance Limited.

#### What is Office and Surgery insurance?

This policy provides a comprehensive range of covers, specifically tailored to meet the needs of the professional services industry and surgeries. Some of the covers summarised are optional and these are clearly marked as such. If you have selected any of these options, they will be clearly marked on your policy schedule.

## What are the key covers, features and exclusions of Office and Surgery insurance?

Your policy includes the following key covers, features and exclusions, which are set out in full in your policy documentation.

### Extra Cover for Charities and Not For Profit Organisations

Extra cover as described is available if you are a charity, a social enterprise or have another form of not for profit status.

#### Core covers

| Cover, Features and Benefits  | Exclusions and Limitations  |
|---|---|
| <ul> <li>Property Damage Covers the buildings and contents of your office or surgery on an All Risks basis Cover includes: <ul> <li>Contents temporarily removed from the premises anywhere in the world</li> <li>Changing locks following theft of keys up to £1,000</li> <li>Employees' and visitors' personal belongings up to £1,000 per person</li> <li>Lamps, signs and nameplates up to £500 any one item</li> <li>Glass (including boarding up costs)</li> <li>Deterioration of drugs and vaccines in a refrigeration unit up to £10,000 any one occurrence. This limit will be increased by 50% for the period September, October and November or for any other 3 month period of your choice (Surgeries only)</li> <li>Trade samples or goods held in trust up to £1,000.</li> </ul> Optional covers: <ul> <li>Buildings and/or tenants' improvements</li> <li>Subsidence, ground heave and landslip</li> <li>Terrorism.</li> </ul> Extra Cover for Charities and Not For Profit Organisations:</li></ul> | <ul> <li>Please refer the Property Damage section of the policy booklet</li> <li>Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship</li> <li>Mechanical or electrical breakdown or derangement</li> <li>Unexplained losses, fraud or dishonesty</li> <li>Theft or attempted theft where you or your partners, directors, employees or household members are involved or from any building not capable of being locked or from open areas of the premises</li> <li>Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) or breakage of glass in respect of buildings which are unoccupied</li> <li>Damage to moveable property in the open by theft, wind, rain, hail, sleet, snow, flood, dust</li> <li>Changes in the water table and frost damage</li> <li>The first part of any claim (your excess).</li> </ul> |

 Raffle prizes and goods donated for fundraising events anywhere in the UK up to £1,500.

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## Core covers continued

| Cover, Features and Benefits  | Exclusions and Limitations   | Cover, Features and Benefits  | Exclusions and Limitations  |
|---|--|---|---|
| <ul> <li>Money and Assault Loss of money belonging to your business: <ul> <li>From your premises during business hours – f3,500</li> <li>Whilst in transit or in bank night safe – f3,500</li> <li>From a locked safe – f1,500 limit</li> <li>After business hours not in safe – f500</li> <li>From your home or employees home – f500</li> </ul> Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your business. <ul> <li>Maximum payable f10,000.</li> </ul> Extra Cover for Charities and Not For Profit Organisations: <ul> <li>Collection tins or boxes at third party premises up to f100 per claim, f500 aggregate.</li> <li>Automatic doubling of most money limits for fundraising events.</li> </ul></li></ul> | <ul> <li>Please refer to the Money and Assault section of the policy booklet</li> <li>Shortage due to clerical or accountancy errors</li> <li>Loss due to the fraud or dishonesty of any employees not discovered within seven working days</li> <li>Loss from unattended vehicles</li> <li>Losses arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</li> </ul> | Employee Dishonesty (optional)<br>• Cover for your business against losses caused<br>directly by theft, fraud or dishonesty<br>committed by your employees for a limit of<br>£25,000. | <ul> <li>Please refer to the Employee Dishonesty section of the policy booklet</li> <li>Loss caused by employees you do not directly supervise or who are known to have been previously dishonest</li> <li>Losses supported only by inventory or profit and loss account calculations</li> <li>Consequential losses, penalties and fines</li> <li>The first part of any claim (your excess)</li> <li>Charities and Not For Profit Organisations losses involving governors and trustees.</li> </ul> |

## **Optional covers**

| Cover, Features and Benefits   | Exclusions and Limitations  | Cover, Features and Benefits  | Exclusions and Limitations   |
|--|---|---|--|
| Computer Breakdown (optional)<br>Breakdown cover for computer equipment whilst<br>at your premises in the UK<br>Cover includes:<br>• Reinstatement of data – £10,000<br>• Increased cost of working – £25,000. | <ul> <li>Please refer to the Computer Breakdown section of the policy booklet</li> <li>Wear and tear</li> <li>Computer equipment over 10 years old at inception</li> <li>Any loss recoverable under any guarantee, maintenance rental hire, lease agreement or contract.</li> </ul> | <ul> <li>Business Interruption</li> <li>Provides you with additional expenses incurred to enable you to continue trading following loss or damage. Cover is on an All Risks basis and can be extended to include Loss of Income.</li> <li>Cover includes: <ul> <li>Enforced closure due to notifiable infectious disease at the premises, Limit £25,000</li> <li>Damage to property in the vicinity of the premises which hinders or prevents access to the premises</li> <li>Damage at your suppliers premises, Limit £25,000</li> <li>Accidental failure of telecommunications at the premises lasting at least 24 hours, Limit £2,500</li> <li>Accidental failure of public supplies of electricity, gas or water lasting at least 30 minutes</li> </ul> </li> </ul> | <ul> <li>Please refer to the Business Interruption section of the policy booklet</li> <li>Losses excluded under the Property Damas section</li> <li>If your business is wound up or carried on liquidator or receiver or is permanently discontinued.</li> </ul> |

• Damage to documents in transit

Cover can be extended to include terrorism cover.

## Optional covers continued

| Cover, Features and Benefits   | Exclusions and Limitations   | Cover, Features and Benefits   | Exclusions and Limitations  |
|--|--|--|---|
| Book Debts (optional)<br>Loss of book debts as a result of your business<br>records being lost, destroyed or damaged due<br>to an insured event. | <ul> <li>Please refer to the Business Interruption section of the policy booklet</li> <li>Deliberate falsification</li> <li>Mislaying or misfiling.</li> </ul> | <ul> <li>Employers' Liability</li> <li>Protection against your legal liabilities for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.</li> <li>Cover includes: <ul> <li>Legal costs and expenses in defending prosecutions under all relevant health and safety legislation</li> <li>Work experience and government scheme trainees</li> <li>Worldwide cover for employees normally resident in the UK who are temporarily working overseas.</li> </ul> </li> <li>Extra Cover for Charities and Not For Profit Organisations: <ul> <li>Definition of Employee includes governors and trustees (volunteers are already included).</li> </ul> </li> </ul> | <ul> <li>Please refer to the Employers' Liability section of the policy booklet</li> <li>Cover for acts of terrorism is limited to £5,000,000 per event</li> <li>Work in or on or travel to or from any offshore installation or support vessel</li> <li>Bodily injury to an Employee carried in or on, entering or alighting a vehicle or where Road Traffic Act legislation applies.</li> </ul> |

## Core covers

| Cover, Features and Benefits   | Exclusions and Limitations  | Cover, Features and Benefits  | Exclusions and Limitations   |
|--|---|---|--|
| <ul> <li>Public and Products Liability</li> <li>Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.</li> <li>Cover includes your legal liability for: <ul> <li>Dispensing errors, up to £50,000 per claim, £100,000 in any one period of insurance (surgeries with an in-house pharmacy only)</li> <li>Leased and rented premises</li> <li>Wrongful eviction already mentioned above.</li> </ul> </li> <li>Products Liability provides cover for: <ul> <li>Non-medical food and drink</li> <li>Supply of proprietary goods in manufacturers' unopened goods (Surgeries only)</li> </ul> </li> <li>Disposal of furniture and office equipment previously used in the course of the business or practice.</li> </ul> <li>The cover extends to include: <ul> <li>Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK</li> <li>Legal costs and expenses in defending prosecutions under all relevant health and safety legislation</li> <li>Personal liability of employees and directors whilst they are overseas on your business</li> <li>Employees' and visitors personal belongings.</li> </ul> </li> <li>Extra Cover for Charities and Not For Profit Organisations: <ul> <li>Most fundraising events and activities included.</li> </ul> </li> | <ul> <li>Please refer to the Public and Products Liability section of the policy booklet <ul> <li>Cover for acts of terrorism is limited to £2,000,000 for any one event.</li> <li>Loss or damage to property in your custody or control or to products supplied</li> <li>Pollution unless caused by a sudden and identifiable incident</li> <li>Work in or on or travel to or from or within or products supplied to any offshore installation or support vessel</li> <li>Liquidated damages, penalty clauses, fines or punitive damages</li> <li>The first £250 of each and every claim for loss of or damage to premises hired or rented.</li> <li>Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos.</li> <li>Charities and Not For Profit Organisations: Events with larger attendances, long durations, taking place outside the UK, organised by third parties, or involving specific hazardous activities need to be agreed by us.</li> </ul> </li> </ul> | <ul> <li>Commercial Legal Protection Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business. </li> <li>Employment Disputes and Compensation Awards – defence of your legal rights under employment legislation and following a successful action by an employee, prospective, alleged or ex-employee we will pay any compensation award made Legal Defence – defence for you or an employee acting on your behalf if any criminal action or certain civil action is taken against you for any non-motor related incident arising in connection with the business. Including prosecution under health and safety legislation and data protection rules. Property Protection – protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass. Bodily Injury – cover to negotiate your, your employees or family members legal rights, following bodily injury (non-motor related) which occurs in connection with the business. Tax Protection – representation in appeal proceedings with HM Revenue and Customs in a full or aspect enquiry following your corporation tax self-assessment return and appeal proceedings with HM Revenue and Customs in respect of Value Added Tax due.</li></ul> | <ul> <li>Please refer to Commercial Legal Protection section of the policy booklet</li> <li>In respect of civil cases, the cover is subject to the case having prospects of winning or making a successful defence</li> <li>Claims must be reported within 180 days of you becoming aware of an incident</li> <li>Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim</li> <li>In respect of compensation awards you must follow the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment for cover to be effective</li> <li>In respect of redundancies you must follow the advice of the legal helpline prior to serving notice of dismissal</li> <li>The first £200 of each and every claim in respect of aspect enquires</li> <li>Claims caused by your failure to register for Value Added Tax and any investigations by HM Revenue and Customs Special Investigations section or Special Compliance Office</li> <li>Investigations by HM Revenue and Customs into alleged dishonesty or criminal offences</li> <li>For contract disputes the first £500 of any claim where the amount in dispute exceeds £5,000</li> <li>Any claim relating to the settlement under an insurance policy.</li> </ul> |

## Core covers continued

| Cover, Features and Benefits   | Exclusions and Limitations   | Cover, Features and Benefits   | Exclusions and Limitations  |
|--|--|--|---|
| <ul> <li>Contract Disputes – cover to negotiate disputes relating to a contract you have entered into with a customer or supplier for the purchase or sale of goods or service where the amount in dispute exceeds £250.</li> <li>Tenancy Disputes – negotiating your legal rights in a tenancy dispute between you and your landlord not relating to rent, service charges or renewal of the agreement.</li> <li>Statutory Licence – appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence.</li> <li>Debt Recovery – cover to negotiate your legal rights including enforcement of judgement to recover money and interest due from a customer or supplier following the sale or provision of goods and services where the amount in dispute exceeds £250.</li> <li>Extra Cover for Charities and Not For Profit Organisations:</li> <li>Tax Protection – includes representation in appeal proceedings following investigations by your charity's regulatory body.</li> </ul> | <ul> <li>For contract disputes and debt recovery, a claim must be made within 90 days of the money becoming due.</li> <li>If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of the law covered by the policy and are required to comply with strict service standards.</li> </ul> | <ul> <li>Personal Accident (optional)</li> <li>24 hour cover for you and your employees (up to the age of 75) for accidental bodily injury resulting in death, permanent or temporary disablement.</li> <li>One unit of cover represents: <ul> <li>£5,000 for death and capital benefits</li> <li>£50 per week for temporary total disablement</li> <li>£25 per week for temporary partial disablement</li> </ul> </li> <li>A maximum of ten units per person can be taken.</li> </ul> | <ul> <li>Please refer to the Personal Accident section of the policy booklet</li> <li>Cover for acts of terrorism is limited to £1,000,000 per event and excludes harm by nuclear, chemical, biological and radiological means</li> <li>Sickness, disease or any gradually operating cause</li> <li>Suicide, attempted suicide or deliberate exposure to danger</li> <li>Pregnancy or childbirth</li> <li>Flying or other aerial activities (except while travelling as a passenger by a recognised airline)</li> <li>Accidents caused through participation in certain hazardous activities</li> <li>The effects of alcohol or drugs or any treatment for drug addiction.</li> </ul> |

#### **Optional covers**

| Cover, Features and Benefits   | Exclusions and Limitations   |  |
|--|--|--|
| <ul> <li>Business Travel (optional)</li> <li>Cover for you and your employees whilst travelling on business:</li> <li>Cover includes:</li> <li>Medical expenses incurred outside of the UK up to £1,000,000</li> <li>Baggage and/or personal belongings up to £2,000</li> <li>Money up to £1,000</li> <li>Cancellation costs up to £2,000</li> <li>Personal Liability up to £1,000,000.</li> </ul> | <ul> <li>Please refer to the Business Travel section of the policy booklet</li> <li>Cover for acts of terrorism is limited to £1,000,000 per event and excludes harm by nuclear, chemical, biological and radiological means</li> <li>Injury or sickness sustained or contracted by any person aged over 75</li> <li>Any person travelling against medical advice</li> <li>Accidents caused in the participation of dangerous activities</li> <li>Losses not reported to a local police or other appropriate authority</li> <li>The first part of any claim (excess or franchise period).</li> </ul> |  |

## How long does my Office and Surgery insurance run for?

This policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your policy schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

## What happens if I take out cover and then change my mind?

There are no statutory cancellation rights under this policy.

#### How do I make a claim?

If you need to make a claim please call our claims line on **0800 015 1498**, our line operates 24 hours a day, 365 days a year. Please have your policy number to hand when calling.

### How do I make a complaint?

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

## Would I receive compensation if Aviva were unable to meet its liabilities?

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.