# key facts



## Product Summary

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

## Direct Line Office & Surgery Insurance Policy

The Office & Surgery 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.

The core covers of this product meet the demands and needs of businesses which require cover for their stock and equipment, loss of income and for claims made against them for injury to employees, or injury to or property damage caused to customers, visitors, people you visit, or members of the public.

Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

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 for whom cover is provided by this insurance.

Update us if there are changes to the information provided.

## Standard Cover

**Contents** (Policy Section 2)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Available on an "All Risks" basis</li> <li>Subsidence is available as an option in most cases</li> <li>GOODS IN TRANSIT</li> <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> <li>Underground Services</li> <li>Theft Damage to buildings</li> <li>Damage by Emergency Services (up to £1,000 in 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 sum insured</li> <li>Replacement locks up to £1,500 (following loss of keys by theft or robbery) – Excess £25</li> <li>Removal of debris</li> <li>Loss of Oil and Metered Water (up to £5,000 in any one Period of Insurance)</li> <li>Exhibitions – excluding theft unless involving forcible and violent entry to or exit from the exhibition premises (up to £5,000 in any one period of insurance)</li> <li>Capital Additions up to a limit of 10% of the sum insured or £50,000, whichever is less</li> <li>Breakage of fixed glass and sanitaryware</li> <li>Reasonable boarding up costs</li> <li>Damage to frames or framework</li> <li>Cost of replacing alarm foil, lettering, painting etc on Glass following breakage (up to £1,500)</li> <li>Accidental Damage to Property in display windows (up to £1,500 any one claim)</li> </ul>	<ul> <li>Sums Insured subject to Index Linking</li> <li>Basis of Claims Settlement</li> <li>Reinstatement of Sum Insured following a loss</li> <li>Flat Roof Condition</li> <li>GLASS Excess £100</li> <li>SIGNS Excess £100</li> </ul>	<ul> <li>Various exclusions apply to vacan or disused premises</li> <li>Change in water table level</li> <li>Damage to property in the open</li> <li>Damage to Stock resulting from storm, flood, escape of water, leakage of fuel or beverages unless stored at least six inches above floor level</li> <li>Wear and tear, the action of light and atmosphere</li> <li>Any process of cleaning, dyeing, restoring or repairing</li> <li>Corrosion, wet or dry rot, scratching or bruising</li> <li>Inherent vice, latent defect, gradual deterioration</li> <li>Faulty or defective workmanship</li> <li>Damage to any machine or apparatus from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repai unless more specifically insured under the Policy Extensions</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Property more specifically insured</li> <li>Damage to particular piece of equipment by self ignition, short circuit excess pressure etc</li> <li>Any loss only discovered during stocktaking</li> <li>Erasure or distortion of information on records</li> <li>Damage due to testing of any boiler, pressure vessel or electrica equipment</li> <li>Loss or damage recoverable under the maintenance agreement, warranty or guarantee</li> </ul>

## Contents (Policy Section 2) – continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul> <li>SIGNS</li> <li>"All Risks" on signs and nameplates</li> <li>GOODS IN TRANSIT</li> <li>Contents whilst in transit by vehicles owned, hired or leased</li> <li>Property Insured at any indoor exhibition</li> </ul>		<ul> <li>Damage caused by the bursting of a boiler due to steam pressure unless more specifically insured under the Policy Extensions</li> <li>GLASS</li> <li>Removal, installation or repairs/ alterations to the Premises</li> <li>Any flawed or broken item at commencement of policy</li> <li>Vacant or disused premises</li> <li>GOODS IN TRANSIT</li> <li>Theft from unattended vehicles</li> <li>Deterioration of frozen food due to refrigeration problems</li> <li>Natural deterioration</li> <li>Consequential Loss due to delay</li> <li>Damage to money or jewellery</li> <li>Spillage, leakage, contamination, deterioration or breakdown unless traceable to fire or road accident</li> </ul>

## Liabilities (Policy Section 3)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Employers' Liability, indemnity limit up to £10 Million (inclusive of legal costs) for any one occurrence unless otherwise shown on the schedule</li> <li>Public Liability, indemnity limit up to £2 Million (any one occurrence) unless otherwise shown on the schedule</li> <li>Products Liability, indemnity limit up to £2Million (in total during any one period of insurance) unless otherwise shown on the schedule</li> <li>Territorial Limits <ul> <li>Great Britain Northern Ireland 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 any of Your directors or Employees normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of the 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 and Work Overseas Extension)</li> </ul> </li> </ul>	<ul> <li>Compensation for Court Attendance connected to a claim (up to £250 per day for each director/partner and £150 per day for each employee)</li> <li>Health &amp; Safety at Work 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>Non-Manual Work Overseas</li> <li>Consumer Protection and Food Safety Acts</li> <li>Unsatisfied Court Judgements</li> <li>Cross Liabilities</li> <li>Data Protection Act 1998</li> <li>Indemnity to Principals</li> </ul>	<ul> <li>Contractual Liability</li> <li>Damage to Property Excess £100</li> <li>Right of Recovery</li> </ul>	<ul> <li>Manual work away from premises (other than collection or delivery)</li> <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>Visits or work on any offshore installation</li> <li>Cost of rectifying faulty workmanship or replacing or recalling defective products or materials</li> <li>Professional negligence, treatment, examination, prescription, surgical operation, medical procedure or advice given</li> <li>Sale, supply or administration of drugs, medicines or chemicals</li> <li>Property belonging to you or under your control</li> <li>Any mechanically propelled vehicle</li> <li>Any vessel or craft made or intended to float on or in or travel through water, air or space</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>Products supplied which to your knowledge are used as a critical part in connection with flying or navigation of any aircraft spacecraft rocket missile or satellite</li> <li>Cost of repair alteration replacement removal or recall of any Products Supplied</li> <li>Failure or partial failure of computer programmes</li> <li>Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein</li> </ul>

## Liabilities (Policy Section 3) - continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul> <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>

#### Business Interruption (Policy Section 4)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Cover for Loss of Income for up to £500,000</li> <li>Up to 2 years Indemnity Period</li> <li>Loss of Book Debts up to £10,000</li> <li>Cover follows the Contents section</li> </ul>	<ul> <li>Prevention 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)</li> <li>Local Authority closure of premises due to vermin or defective sanitation/drains</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>Loss of gross income in consequence of an employee(s) terminating their employment following a National Lottery win</li> <li>Damage to documents temporarily removed</li> </ul>	<ul> <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>	

## Money (Policy Section 5)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Loss of Money</li> <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 Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland</li> </ul>	<ul> <li>Damage to Safes and Carrying Cases</li> <li>Damage to clothing resulting from theft or attempted theft of money (up to £500 any one person)</li> <li>Unauthorised Use of Company Credit Cards) (up to £250 any one period of insurance)</li> <li>Theft by employees (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 or removed outside business hours</li> <li>Theft by Employees Excess £500</li> <li>Money in Automated Teller Machines</li> </ul>	<ul> <li>Losses arising from fraud or dishonesty of employees if discovered longer than 28 days after the event</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>

## Personal Accident (Assault) (Policy Section 6)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Benefits are payable for injury sustained during robbery or attempted robbery resulting in:</li> <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>		<ul> <li>Persons Insured (partners, directors &amp; employees) must be aged not less than 16 years nor more than 75 years</li> </ul>	<ul> <li>Death or disablement attributed to or accelerated by pregnancy or pre-existing physical or mental condition</li> </ul>

#### Legal Expenses (Policy Section 7)

	xtensions included as standard subject to certain limits)	Conditions	Exclusions
This section covers legal expenses in relati	on to the following:		
Territorial Limits			
<ul> <li>For Legal Defence Insured Incidents (et</li> </ul>	<pre><cluding2(4) -="" 3b="" and="" bodily="" injury)<="" pre=""></cluding2(4)></pre>		
The European Union, the Isle of Man, t	ne Channel Islands, Albania, Andorra,	Bosnia Herzegovina, Bulgaria, Croatia, the	Czech Republic, Gibraltar, Hungary,
	ta, Monaco, Montenegro, Norway, Po	land, Romania, San Marino, Serbia, Slovakia	a, Slovenia, Switzerland and Turkey
(West of the Bosphorus)			
For all other Insured Incidents			
The United Kingdom of Great Britain ar	id Northern Ireland, the Isle of Man, th	ne Channel Islands	
Standard Cover		Optional Cover	
• Employment disputes and compensation	on awards	Statutory Licence Protection	
Legal defence		Contract Disputes	

- Legal defence
- Property protection and bodily injury
- Tax protection

- Contract Disputes
- Debt Recovery

Each of these covers has its own Provisions and Exclusions, in addition to which the General Exclusions apply to the whole section. The purpose of this cover is to pay costs you incur (with our approval) in relation to the legal action, NOT to pay any fines, penalties or compensation you are ordered to pay. In any event, we will not pay any costs incurred prior to our acceptance of the claim, nor any claim reported more than 180 days after you have known about the incident giving rise to the claim.

Your policy has full details of the cover and exclusions applicable, both in relation to the individual covers and at policy level. This section is underwritten on behalf of Direct Line Insurance plc by DAS Legal Expenses Insurance Company Limited.

## **Policy Extensions**

#### **Extension 1: Equipment Breakdown**

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Equipment Breakdown	<ul> <li>Contamination by a Hazardous Substance (up to £6,000)</li> <li>Computer Equipment (up to £100,000)</li> <li>Loss of Income and Loss of Book Debts caused by an Accident to Covered Equipment (up to £30,000)</li> <li>Perishable Goods (up to £15,000)</li> <li>Expediting Expenses (up to £15,000)</li> </ul>		<ul> <li>Damage to any Computer Equipment which is recoverable under any maintenance agreement, warranty or guarantee</li> <li>Loss of Income resulting from the delay in resuming operations resulting from the need to reconstruct or re-input data or programs on media</li> </ul>

## **Optional Sections**

#### The Structure (Policy Section 1)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Available on an "All Risks" basis</li> <li>Subsidence is available as an option in most cases</li> </ul>	<ul> <li>Ground Rent (up to 2 years, max 10% of the Buildings Sum Insured)</li> <li>Public Authorities</li> <li>Professional Fees</li> <li>Capital Additions (up to 10% of the Buildings sum insured or £50,000 whichever is less at any one situation)</li> <li>Removal of Debris</li> <li>Damage by Emergency Services (up to £10,000 during any one period of insurance)</li> </ul>	<ul> <li>Index Linking</li> <li>Reinstatement of Sum Insured following a loss</li> <li>Flat Roof Condition</li> </ul>	<ul> <li>Various exclusions apply to vacant or disused premises</li> <li>Change in water table level</li> <li>Wear and tear, the action of light and atmosphere</li> <li>Any process of cleaning, dyeing, restoring or repairing</li> <li>Corrosion, wet or dry rot, scratching or bruising</li> <li>Inherent vice, latent defect, gradual deterioration</li> <li>Faulty or defective workmanship</li> </ul>

## The Structure (Policy Section 1) – 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 £10,000 any one claim)</li> <li>Clearing of drains</li> <li>Accidental Damage to Underground Services</li> </ul>		<ul> <li>The collapse or cracking of Buildings</li> <li>The cost of normal maintenance, redecoration or repair</li> <li>Damage to any machine or apparatus from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the Policy Extensions</li> <li>Property more specifically insured</li> <li>Damage to electrical signs</li> <li>Damage caused by the bursting of a boiler due to steam pressure unless more specifically insured under the Policy Extensions</li> <li>Damage due to testing of any boiler, pressure vessel or electrical equipment</li> </ul>

#### Personal Accident (Policy Section 8)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>24 hour cover for specified employees suffering bodily injury resulting in:</li> <li>Death</li> <li>Loss of limbs or sight</li> <li>Permanent total disablement</li> <li>Temporary total disablement</li> </ul>		<ul> <li>Persons Insured (partners, directors &amp; 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> <li>Flying other than as passenger on bona fide airline</li> <li>Winter sports and other hazardous pursuits</li> <li>Illness or disease or gradually operating cause</li> <li>Influence of alcohol or non-prescribed drugs</li> <li>Self-injury, provoked assault or wilful exposure to needless peril</li> <li>Pre-existing defect</li> <li>Failure to obtain or follow proper medical advice</li> </ul>

## All Risks on Machinery &/or Apparatus (Policy Section 9)

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul> <li>Geographical Limit for each item as shown in the schedule</li> <li>Geographical Limits being either: <ul> <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 including the United Kingdom and Europe</li> </ul> </li> </ul>			<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 an unattended vehicle unless secured or from unattended/closed premises unless secured</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>Disappearance or unexplained shortage</li> <li>Electrical or magnetic disturbance of electronic records (other than by lightning)</li> <li>Damage to a building caused by its own collapse</li> <li>Weather damage to moveable property in the open or in open sided buildings</li> </ul>

#### All Risks on Machinery &/or Apparatus (Policy Section 9) – continued

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul> <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> <li>Delay or seizure of goods by the government or other authority</li> <li>Loss of market loss of use devaluation or any other consequential loss</li> <li>Property whilst in transit by air unless carried as hand luggage</li> </ul>

#### **General Conditions**

<ul><li>Observance of Conditions</li><li>Cancellation</li></ul>	<ul> <li>Fair presentation of the Risk</li> <li>Minimum Protections</li> </ul>	<ul><li>Reasonable Precautions</li><li>Security</li></ul>	<ul> <li>Change of Risk or Interest</li> <li>Unoccupancy</li> </ul>
<ul><li>English Law</li><li>Payment of Premium</li></ul>	<ul><li>Interest Clause</li><li>Changes to your cover</li></ul>	Contracts (Rights of Third Parties) Act 1999	Automated Teller Machine

## Other features

#### **Direct Line for Business Legal Documents service**

This service provides unlimited free access to the following on your policy: • Legal documents

Online access to a large library of customisable legal documents, including employment agreements, health and safety policy creators, fire risk review checklists, and terms and conditions for websites selling consumer goods and/or services

#### Legal document review

Solicitors to check and, if necessary, amend the documents you create using the system, for extra peace of mind

#### • Law guides

Extensive jargon-free online guides to business laws (covering England, Wales, Scotland and Northern Ireland)

To get started, visit www.directlineforbusiness.co.uk/legaldocs

#### 24 hour business assistance services

Free Helpline services available 24 hours a day, 7 days a week for:-

- Legal Advice on any business problem including Employment, Tax, Contract Disputes etc
- 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
- Glass Replacement and Locksmith Services rapid call outs for glazing or door & window security problems.
- Stress Counselling A confidential telephone service for employees and their family
- Health and Medical Assistance concerning pregnancy, nutrition, sports injuries, giving up smoking etc.

## How to Pay

You will have an option to pay either annually by Direct Debit, Credit or Debit card, or if eligible, by instalments on a date selected by you

## Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs, please call us to cancel your policy, within 14 days of receiving your policy documents or the start date of the policy (whichever is later). We will refund any premium you have paid in full providing that you have not made any claim. If you cancel your policy after that time, you will receive a pro rata refund less an administration fee, providing that you have not made any claim during the current period of insurance. The administration fee will be one twelfth of the annual premium up to a maximum chargeable amount of £50 plus the Insurance Premium Tax applicable to the chargeable amount.

## How to make a claim

To notify us of a claim in the first instance please telephone 0345 303 1753.

## How to complain

To complain, please call us on **0800 051 0538** or **01239 636 082**.

If your complaint relates to a claim please contact your claims handler whose details will be shown on your claims documentation.

If you wish to write, then please address your letter to:

- Claims complaints to the Technical Operations Manager at the address shown on your claims documentation
- All other complaints to the Customer Relations Team, Direct Line for Business, Churchill Court, Westmoreland Road, Bromley BR1 1DP

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR (Telephone number **0300 123 9123** or **0800 023 4567**).

## Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under 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**.

## Details of Financial Services Compensation Scheme

direct line

for business

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its 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 **www.fscs.org.uk** 

If you would like a Braille, large print or audio version of your documents, please let us know.

Direct Line insurance policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales, Company No. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.Calls may be recorded.

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