

## keyfacts

# Office and Surgery Policy Summary



This is a summary of the standard cover available under the Fortis Office and Surgery insurance policy. The summary does not include all the policy benefits, limits and exclusions; full terms and conditions can be found in the policy wording, a copy of which is available from your insurance adviser on request. The policy, and not this summary, is the basis of the contract of insurance.

## Fortis Commercial Guard Office and Surgery Policy

The Office and Surgery Insurance Policy is an annual insurance contract that gives cover for business insurances. The policy is underwritten by Fortis Insurance Limited, with the exception of the Legal Expenses section which is underwritten by DAS Legal Expenses Insurance Company. English Law applies to the contract.

The cover may be varied to meet your individual needs and any variations from standard will be detailed in any quotation given and thereafter in the policy schedule. If you opt for a period of insurance that is greater than one year, you are advised to review your cover periodically. The sums insured you choose must represent the full values at risk; if they do not, payments may be reduced in the event of a claim. Refer to your insurance adviser for full advice on your sums insured and cover requirements.

The Office and Surgery policy has specified sections and sub-sections of cover. Some of these are standard and are applied automatically and others are optional and can be included at your request. This policy summary is set out following the available sections of cover in the policy wording.

## Section 1 - Material Damage (Standard Cover)

The insurance can include damage by the following causes which are as defined in the Cover Causes section of the policy wording. The policy schedule will show which causes are insured for each item.

Fire, lightning or explosion

Specified perils

Accidental damage

Theft or attempted theft

Subsidence





## Office and Surgery - Policy Summary

### Principal Cover and Benefits of Section 1

	Property Covered	Maximum Amount Payable
Buildings * (Optional Cover)	The structure of your business premises including walls, gates and fences and landlords fixtures and fittings, (but not carpets or glass, blinds and signs) plus professional fees	The sum insured selected
Stock (Standard Cover)	Stock, including raw materials, work in progress and finished goods you own or are responsible for. Stock cover can be extended to include Target Stock which includes cigarettes, cigars, tobacco, lighters, wines, spirits, clothing, televisions, video or audio recorders, compact discs, computer equipment and software, tapes or cassettes, photographic equipment, mobile phones or non-ferrous metals	The sum insured selected
All Other Contents * (Standard Cover)	Business contents, other than stock and computer equipment which you own or are responsible for	The sum insured selected

\* Computer equipment, landlord's fixtures and fittings in isolation, tenants improvements and loss of rent can also be insured on request.

#### Glass, Blinds and Signs (Standard Cover)

Covers damage to the following items for the limits shown:

- External glass and property in a display window caused by breaking glass
- Fixed plate glass (including mirrors and showcases) inside the premises
- External electric signs
- Sanitary ware
- External blinds
- Boarding up and reinstating intruder alarm systems

#### Maximum Amount Payable

Cost of repair or replacement  
£2,500  
£1,500  
£2,500  
£2,500  
Reasonable cost

#### Money (Standard Cover)

Covers loss or damage to business money and safes, strong rooms, tills and stamp franking machines for the following limits:

- Business Money other than crossed cheques, money orders, crossed postal orders, credit company sales vouchers, and VAT purchase invoices
- In the buildings when occupied or in a bank night safe or in transit from the premises to the Insured's bank
- At the residence of the Insured or an employee
- In the building whilst unattended and not secured in a locked safe
- In the building whilst unattended and secured in a locked safe (higher limits may be available depending on your safe)

#### Maximum Amount Payable

£3,000  
£500  
£500  
£1,000  
£250,000

Crossed cheques, money orders, crossed postal orders, credit company sales vouchers, and VAT purchase invoices

Cost of repair/  
replacement

Safes, strong rooms, tills and stamp franking machines

## Office and Surgery - Policy Summary

### Malicious Attack (Standard Cover)

Pays compensation in accordance with the following table of benefits in the event of injury to the Insured or an employee resulting from assault with the intent of theft of money or insured property.

	Maximum Amount Payable
Death within 12 months	£10,000
Loss of limbs/eyes within 12 months	£10,000
Permanent total disablement within 12 months	£10,000
Temporary total disablement (for up to 104 weeks)	£100 per week
Damage to clothing or personal effects	£500 per person

### All Risks (Optional Cover)

Specified items whilst away from the premises, either within the United Kingdom, Isle of Man and Channel Islands or the European Union, or worldwide as selected

#### Maximum Amount Payable

The sum insured selected

### Computer Breakdown (Optional Cover)

Damage to computers at the premises, loss of information stored on the computers and costs of reinstating onto computers information lost as a result of insured damage

#### Maximum Amount Payable

The sum insured selected

Damage to computer records at the premises, loss of information stored on the computer records and costs of reinstating into computer records information lost as a result of insured damage

The sum insured selected

Costs of removal of computers which have suffered insured damage

£2,500

Temporary repair of computers

£2,500

Modification of computers or computer records to achieve compatibility with replacement equipment

£5,000

Additional rental costs where the computers insured are leased

£5,000

### Deterioration of Stock (Optional Cover)

Deterioration or putrefaction of stock in freezer or refrigeration cabinets resulting from:

#### Maximum Amount Payable

Breakdown or failure of the plant or damage including the non-operation of any thermostatic or automatic device controlling it

The sum insured selected

Accidental failure of public authorities supply

The sum insured selected

Escaping refrigerant or refrigerant fumes due to any accidental cause

The sum insured selected



## Office and Surgery - Policy Summary

### Principal Cover Extensions to Section 1

---

The following are additions to cover that are included as standard with cover taken under Section 1 so do not need to be additionally requested to be included:

Full Theft on some covers	Underground Services	Capital Additions
Loss of Metered Water	Trace and Access	Clearing of Drains
Index Linking	Contract Price	Debris Removal
Exhibitions	Temporary Removal	
Theft of Keys and replacement of locks		

Please refer to Section 1 of the policy wording for the full details of cover provided by these extensions.

### Principal Exclusions to Section 1

---

- Detached outbuildings, land or roads unless specifically requested
- Theft that does not involve entry to or exit from the premises by forcible and violent means or that does not involve actual or threatened assault or violence or use of force
- Theft from any garden, yard, open space, or detached outbuilding, unless cover specifically included
- Theft by any employee or person lawfully on the premises
- Theft, riot, malicious damage or escape of oil or water or sprinkler leakage when the premises are unoccupied
- Storm or flood damage to fences, gates and moveable property in the open or open sided buildings, unless cover specifically included
- Damage to articles of a brittle or fragile nature
- Subsidence damage to outbuildings, yards, pipes, cables, wires, ducting, car parks, roads, pavements, walls, gates and fences unless the structure of the main building is also affected
- Damage to stock if kept in a basement or cellar unless it is kept on racks or shelves at least 30cm above floor level
- Wear, tear, depreciation, loss of use, scratching, rust or other gradually operating cause, mechanical or electrical breakdown
- Breakage or damage of glass, arising from repairs or alterations to the premises or in unoccupied premises
- Theft or damage by riot or malicious persons to coin operated machines, unless cover specifically included
- Loss of money from coin operated machines unless specified in the schedule, from unattended vehicles or arising from fraud or dishonesty of the Insured's employees not discovered within 7 days
- The first amount, as detailed in the quote or schedule, of any claim

Please refer to Section 1 of the policy wording for the full details of all the exclusions.

## Section 2 - Business Interruption (Standard Cover)

### Principal Cover and Benefits of Section 2

Covers loss as a result of interference or interruption with the business in consequence of damage to property insured by Section 1 for which liability has been admitted. Available cover is detailed below:

Cover	Indemnity Period	Maximum Amount Payable
Loss of gross revenue and increased cost of working (Standard Cover)	Up to 12 months unless a longer period is selected	Up to £100,000 unless a higher sum insured is selected
Increased cost of working as a consequence of insured damage to computers or loss of information from computers (Optional Cover)	The indemnity period selected	The sum insured selected
Loss of rent receivable in consequence of insured damage to the buildings (Optional Cover)	The indemnity period selected	The sum insured selected

### Principal Cover Extensions to Section 2

The following are additions to cover that are included as standard with cover taken under Section 2 so do not need to be additionally requested to be included:

Denial of Access	Public Utilities	Loss of Book Debts
Customers	Suppliers	Transit

Please refer to Section 2 of the policy wording for the full details of cover provided by these extensions.



## Section 3 - Liabilities (Standard Cover)

### Principal Cover and Benefits of Section 3

Covers legal liability to pay compensation in the event of accidental injury or damage to property arising in connection with the ownership of the premises or in the course of the business, as detailed below. The maximum amount payable for public liability can be increased on request.

	Cover	Maximum Amount Payable
Employers Liability (Standard Cover)	Injury to employees in the course of their employment	£10,000,000 for any one event
Public Liability (Standard Cover)	Compensation to members of the public in the event of accidental injury, damage to property or obstruction, trespass, nuisance, or interference with any right of air, light or water	£2,000,000 for any one event
Work Away (Optional Cover)	Employers and Public Liability covers can be extended to provide cover for work anywhere within the European Union or worldwide if requested	£10,000,000 for Employers Liability and the limit selected for Public Liability

In each case claimant's costs, expenses, legal costs and solicitor's fees are payable.

### Principal Cover Extensions to Section 3

The following are additions to cover that are included as standard with cover taken under Section 3 so do not need to be additionally requested to be included:

Leased Hired or Rented Premises	Defective Premises Act 1972
Health and Safety at Work Act 1974	Consumer Protection Act 1987
Data Protection Act 1998	Motor Contingent Liability
Wrongful Arrest	Court Attendance

Please refer to Section 3 of the policy wording for the full details of cover provided by these extensions.

### Principal Exclusions to Section 3

---

- Liability arising in connection with work on some specified hazardous locations which are detailed in Section 3 of the policy wording
- Liability arising in connection with certain equipment which is detailed in Section 3 of the policy wording
- Liability which attaches, because of an agreement, but which would not have attached in the absence of the agreement
- Liability arising:
  - out of pollution or contamination unless caused by a sudden, identifiable, unintended, and unexpected incident; the maximum liability of the company for pollution or contamination which is deemed to have occurred during any one period of insurance is £1m in aggregate
  - through the defective design, plan, formula, or specification of products supplied given for a fee or for which a fee would normally be payable
  - out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
  - out of treatment given or administered or any failure to give advice or treatment, or any lack of professional skill
  - from errors in connection with the sale, supply, making up or prescribing or dispensing of any drug, medicine, medical, and cosmetic or toilet preparation
- Damage to property belonging to the Insured or held in trust by or in the custody or control of the Insured or employee
- Claims made in any country outside the European Union
- Products liability
- Liability for property being worked on where the damage is the direct result of the work undertaken
- Liquidated damages, fines, penalties, exemplary, punitive or multiplied damages
- The cost of making good, replacement or reinstatement of defective work
- Liability arising out of asbestos apart from specified exceptions as detailed in Section 3 of the policy wording
- The first amount, as detailed in the quote or schedule, of any property damage claim

Please refer to Section 3 of the policy wording for the full details of all the exclusions.



## Section 4 - Legal Expenses (Optional Cover)

Fortis Insurance Ltd have arranged Commercial Legal Protection insurance through DAS Legal Expenses Insurance Company. DAS is a separate company that provides the legal expenses cover. Its Head and Registered Office is DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Full terms and conditions can be found in the separate Legal Expenses policy wording.

### Principal cover and benefits of Section 4

Covers legal costs of disputes as detailed below including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. The costs of appeal or defending an appeal are also included.

Cover	Maximum Amount Payable
<p><b>Employment Disputes</b></p> <p>Defence of your legal rights:</p> <ul style="list-style-type: none"> <li>• Prior to the issue of proceedings in a court or tribunal following dismissal of an employee</li> <li>• In legal proceedings in respect of any dispute with an employee relating to their contract of employment</li> <li>• In legal proceedings in respect of any dispute with an employee arising from an alleged breach of their statutory rights under employment legislation</li> </ul> <p><b>Compensation Awards</b></p> <ul style="list-style-type: none"> <li>• Basic and/or compensatory awards arising from an alleged breach of an employee's rights under employment legislation under a claim covered under Employment Disputes</li> </ul> <p><b>Service Occupancy</b></p> <ul style="list-style-type: none"> <li>• Negotiation of your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible</li> </ul>	£50,000 in total for employment disputes and compensation awards
<p><b>Legal Defence</b></p> <p>Defence of:</p> <ul style="list-style-type: none"> <li>• Your legal rights or your employees' legal rights prior to legal proceedings with the police or the Health and Safety Executive where it is alleged that you or your employees have committed a criminal offence in connection with your business activities</li> <li>• Non-motor criminal prosecutions arising from your business activities</li> <li>• Civil actions taken against you or your employees for compensation under section 13 of the Data Protection Act 1998, including the payment of any compensation award made against you or your employees</li> <li>• Civil action taken against you for wrongful arrest in respect of theft</li> <li>• Your employees' legal rights if civil action is taken against them under legislation for sex, sexual orientation, race, disability, age, religious belief or political opinion</li> </ul>	£50,000

## Office and Surgery - Policy Summary

Cover	Maximum Amount Payable
<ul style="list-style-type: none"> <li>Your employees' legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of your employees</li> </ul> Appeal against: <ul style="list-style-type: none"> <li>Imposition or terms of any Statutory Notice issued under UK legislation</li> <li>Refusal of the Information Commissioner to register your application</li> <li>The attendance expenses of your employees for jury service</li> </ul>	£50,000
<b>Property Protection</b> Negotiation for your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass	£50,000
<b>Bodily Injury</b> At your request, negotiation for your employees' and their family members' legal rights following an event causing the death of or bodily injury to them in a non-motor accident	£50,000
<b>Tax Protection</b> Negotiating on your behalf and representing you in any appeal proceedings in respect of: <ul style="list-style-type: none"> <li>A Full or Aspect enquiry carried out by the Inland Revenue</li> <li>A dispute concerning compliance with Pay As You Earn or Social Security Regulations by the Inland Revenue</li> <li>An assessment by HM Customs and Excise in respect of VAT</li> </ul>	£50,000 except for Aspect Enquiries where a limit of £2,000 applies
<b>Optional Covers</b> Statutory Licence Protection, Contract Disputes Cover, Debt Recovery	

Please refer to the Optional Covers section of the legal expenses policy for full details.

### Principal Cover Exclusions to Section 4

- Cover will only apply if it is more likely than not that you or your employees will recover damages or be successful in a claim
- Costs incurred before DAS agrees to appoint a representative to help you or your employees
- Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help you or your employee
- The first £200 of any loss in respect of any claim involving an Aspect enquiry

Please refer to the Legal Expenses policy wording for the full details of all the exclusions.



## Section 5 - Personal Accident (Optional Cover)

### Principal Cover and Benefits of Section 5

You can choose to cover occupational accidents only, or to include non-occupational accidents as well.

Cover	Maximum Amount Payable
Death, loss of limbs or permanent total disablement within 12 months of the accident	Capital Sum selected
Temporary Total Disablement within 12 months of the accident	Weekly Benefit selected for up to 104 weeks

### Principal Cover Extensions to Section 5

The following are additions to cover that are included as standard with cover taken under Section 5 so do not need to be additionally requested to be included:

Disappearance

Medical Expenses

Please refer to section 6 of the policy wording for full details of these extensions.

### Principal Cover Exclusions to Section 5

- Occupational use of fixed power driven woodworking machinery
- Suicide or intentional self-injury, venereal disease, insanity or being under the influence of alcohol or drugs, pregnancy, childbirth, or any consequence of pregnancy or childbirth
- Any physical defect, medical condition or chronic or recurring illness for which the insured person has received medical treatment in the 12 months before the commencement of the disablement
- Any other health problems which ought reasonably to be known by the insured person at the inception of each period of insurance if this has not been declared to and accepted by the insurer
- The insured person engaging in, or practicing, or training for certain hazardous activities which are detailed in Section 5 of the policy wording
- Any accident occurring outside the United Kingdom, the Isle of Man or the Channel Islands, unless specifically shown as included
- Persons below the age of 16 or above the age of 70

Please refer to Section 5 of the policy wording for full details of all the exclusions.

### Principal General Policy Exclusions

#### Excluded Property

---

There is no cover under this policy for antiques, furs, suede or leather clothing (other than footwear), jewellery, gold or silver articles, firearms, ammunition, explosives and fireworks which are all excluded, unless specifically requested and shown as included.

#### Terrorism

---

This policy excludes all losses arising from, caused by, or contributed to by terrorism, except for employers liability where cover is subject to a limit of £5,000,000 for any one event. Terrorism cover can be purchased on request.

#### Unoccupancy

---

There is no cover under the policy for properties unoccupied for more than 21 consecutive days unless notified to us for agreement.

Please refer to the General Conditions and Exclusions section of the policy wording for full details of all the general policy exclusions.

#### Cancellation Procedure

---

There is an option to cancel this policy within 14 days of receipt of the policy schedule and wording. A refund of premium will be allowed for the time that was left on the policy.

#### Claim Notification

---

For all claims other than legal expenses claims, contact the Fortis Claims Department on **01452 393210**. The line is open 24 hours a day, 365 days a year. The claims handler will ask your name, policy number and full details of the loss circumstances. You will be advised on the procedures and what documentation is required by us to deal with your claim. Alternatively you can fax details on **01452 393090** or write to Commercial Claims, Fortis Insurance Ltd, Fortis House, London Road, Gloucester GL1 3NS, England. Full claims procedures are noted in the policy wording under the General Conditions and extra details are noted on the Policy Schedule.

For legal expenses claims, contact the Legal Claims Centre, DAS Legal Expenses Insurance Company on **0117 934 2000**. Full claims procedures for legal expenses are noted in the Legal Expenses policy wording on pages 1 and 2.



### Complaint Procedure

---

If you are unhappy with any part of our service, please follow the steps below:

**Step 1** – Contact Fortis Customer Service Adviser, Fortis Insurance Ltd, Fortis House, Tollgate, Eastleigh, SO53 3YA, England

**Step 2** – If your complaint has not been resolved, contact Barry Smith, Chief Executive, Fortis Insurance Ltd at the same address, unless your problem relates to legal expenses insurance in which case please contact DAS Managing Director at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

**Step 3** – If you are not satisfied with our final decision and your business turnover is less than £1 million you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Please see the last page of the distributors policy wording and page 2 of the Legal Expenses policy wording for the full details of the complaints procedures.

### Financial Services Compensation Scheme

---

In the event that Fortis Insurance Ltd is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme; their telephone number is **0207 8927300**.

More information can be found at [www.fscs.org.uk](http://www.fscs.org.uk)