



# Office and Surgery Insurance Summary of Cover

Flexible cover to meet the needs of surgeries and the professional services industry.

This is a summary which highlights the key covers, features and exceptions of the policy. It does not contain the full terms and conditions. Full details of the cover provided and the exceptions and limitations which apply can be found in the policy wording and your policy documentation. It is important that you read the policy document carefully when you receive it.

Some of the covers summarised in this document are optional and these are clearly marked as such. Your schedule will show you which covers you have chosen to include.

## Who is the Insurer?

The Insurer of the policy is Aviva Insurance Limited.

## Why Choose Aviva?

At Aviva are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Society in London in 1696:

- Policy documentation written in simple language clearly stating what is and isn't covered
- Automatic increases to some property sums insured, providing you with an extra layer of protection at no extra cost
- Simple cover limits with few inner limit restrictions
- On the Property Damage Section we will combine the sums insured for Computer Equipment, Business Records, Contents and Tenants Improvements to form one overall total sum insured. In the event of a claim for one or any combination of these items, the most We will pay will be the total sum insured uplifted by 20%, or £25,000, whichever is the higher
- Flexibility at the time of a claim – we will pay up to the combined sum insured for your computers, contents, business records and tenants improvements in the event of a claim for one or any combination of these items, and not just up to the individual item sum insured
- At no extra cost business interruption cover enhancements providing you with even more support to help rebuild your business following a loss (dependent upon cover basis selected)
- Public and Products Liability cover limit of £5m as standard.
- As an Office and Surgery policyholder you have access to our Legal and Tax, Risk Services and Counselling Helplines and some valuable websites to help you manage your business better – [www.aviva.co.uk/redtape](http://www.aviva.co.uk/redtape) [www.aviva.co.uk/yourbusiness/risk-management](http://www.aviva.co.uk/yourbusiness/risk-management).

**Claims Helpline (24 hours) – 0800 015 1498**

## What's Covered

Cover for damage to your buildings and the contents of your office or surgery.

Cover includes:

- Accidental loss or damage to your insured property while in your premises or whilst anywhere in the Defined Territories and/or Europe, and for a maximum of 90 days worldwide, up to the sum insured shown in your schedule.
- Automatic 20% increase to your Buildings Sum Insured (where cover selected) at no extra cost, providing an extra layer of protection
- Breakage of glass including the costs of boarding up
- An uplift of 20%, or to a minimum of £25,000, for your combined computers, contents, business records and tenants improvements sums insured, providing you with extra cover at no extra cost and more flexibility at the time of a claim
- Loss of money
  - From your premises during business hours, or while in transit or a bank night safe – £5,000
  - From a locked safe – £5,000
  - After business hours not in a safe or lost from your or your employee's home – £500
- Bodily injury to you or your employees as a result of theft or attempted theft whilst carrying business money – up to £10,000.
- Up to £50,000 for changing locks following loss of keys, detecting leaks, accidental discharge of metered services and damage to grounds by emergency services
- Up to your contents sum insured for damage to your mobile phone, and up to £250 for unauthorised use following theft.
- Option to cover Buildings, Tenants Improvements, Subsidence and Terrorism.

## What's Not Covered

Please refer to the Property Damage section of your policy wording and the combined Property Damage and Business Interruptions Exceptions for full details of what is not covered and/or any limitations that apply.

You are not covered for:

- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
- Mechanical or electrical breakdown or derangement
- Unexplained losses, fraud or dishonesty
- Theft or attempted theft where you or your partners, directors employees or household members are involved
- Theft from any building not capable of being locked, or from open areas of the premises
- Loss of money not discovered within seven days of the loss, or as a result of clerical or accounting error or omissions
- Damage while your buildings are unoccupied due to
  - escape of water from tanks and pipes
  - malicious persons (other than in relation to fire and explosion)
  - breakage of glass
- Damage to your moveable property in the open caused by theft, wind, rain, hail, sleet, snow, flood or dust
- Damage to your mobile phones where a replacement is provided under the terms of your existing airtime contract
- Loss of mobile phone data, or unauthorised use unless payment has been made or liability admitted for theft of your mobile phone
- Changes in the water table and frost damage
- The first part of any claim (your excess).

### What's Covered



Covering you for additional expenses incurred as a result of Damage to property used by you at your premises for business purposes, helping you to continue trading.

You can choose the most suitable basis of cover for you – either Loss of Income or Increased Office/Surgery Expenses.

#### Loss of Income basis of cover includes:

- A minimum indemnity period of 18 months, and an automatic 33% increase to your sum insured, at no extra cost
- Up to £50,000 for Additional Increased Costs of Working enabling you to incur reasonable extra expenses which are needed to maintain your business in the medium to long term.

#### Increased Office/Surgery Expenses basis of cover includes:

- A minimum indemnity period of 18 months and a minimum sum insured of £50,000

#### Also provided as standard under this section:

- Up to £50,000 for
  - damage at your suppliers premises
  - additional costs to prevent a reduction in income following the death or permanent total disablement of essential personnel
  - replacing employees following a lottery win
  - enforced closure due to a specified disease occurring at the premises
  - accidental failure of telecommunications at the premises lasting at least 4 hours
  - prevention or restriction of access to your premises by Police, Government or other competent authority due to an emergency event within 1 mile of your premises and lasting for a period of at least 12 consecutive hours
- Damage to documents in transit
- Option to cover Book Debts and Terrorism.

### What's Not Covered



Please refer to the Business Interruption section of your policy wording and the Combined Property Damage and Business Interruption Exceptions for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Losses excluded under the Property Damage Section and specified within the Combined Property Damage and Business Interruption Exceptions
- Erasure or distortion of data caused by Damage to the equipment on or in which the data is processed or recorded.
- Any Policyholder that has
  - agreed a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement in accordance with the Insolvency Act 1986
  - an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
  - had a winding up order made or has an administrative receiver or provisional liquidator or receiver appointed.
- In respect of enforced closure as a result of specified disease - any costs incurred in cleaning, repair, replacement, recall or checking of property.
- In respect of prevention or restriction of access to your premises by Police, Government or other competent authority – action taken in controlling, preventing or suppressing the spread of any disease.
- Additionally, in respect of optional cover Book Debts, deliberate falsification, mislaying or misfiling.



### What's Covered



Provides you with 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.

#### Cover includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation, and from any offence arising under the Corporate Manslaughter and Corporate Homicide Act 2007
- Work experience and government scheme trainees
- Worldwide cover for employees normally resident in the UK who are temporarily working overseas
- Court attendance costs – up to £500 per day for Court Attendance at our request by any director, partner or Employee

### What's Not Covered



Please refer to the Employers' Liability section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Work in or on or travel to or from any offshore installation or support vessel
- Bodily Injury to an Employee carried in or on, entering or alighting from a vehicle where any road traffic legislation requires insurance or security
- Terrorism cover is limited to £5,000,000 per event
- Liquidated damages, penalty clauses, fines, aggravated, restitutionary or exemplary damages, or any other additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

### What's Covered



Protects you against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

#### Cover includes your legal liability for:

- Leased and rented premises
- Wrongful eviction
- Legal costs and expenses in defending prosecutions under
  - all relevant health and safety legislation
  - any offence arising under the Corporate Manslaughter and Corporate Homicide Act 2007
  - any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.
- Court attendance costs – up to £500 per day for Court Attendance at our request by any director, partner or Employee.
- Dispensing errors, up to £50,000 per claim, £100,000 in any one period of insurance. **(Surgeries only)**.

#### Products liability includes cover for:

- Non-medical food and drink
- Disposal of furniture and office equipment previously used in the course of the business/practice.
- Supply of proprietary goods in manufacturers' unopened goods **(Surgeries only)**.

#### The cover under this section extends to include:

- Personal liability of employees and directors working overseas
- Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK
- Employees' and visitors personal belongings.

### What's Not Covered



Please refer to the Public and Products Liability section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Work in or on or travel to or from any offshore installation or support vessel
- Exposure to, or inhalation of, or fears of the consequences of exposure to or inhalation of, Asbestos.
- Costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos.
- Pollution unless caused by a sudden, identifiable, unintended and unexpected incident
- Liquidated damages, penalty clauses, fines or punitive damages
- Loss or damage to property in your custody or control or to products supplied
- Bodily Injury or Damage to Property arising from professional neglect, errors, omissions in or advice given by or on behalf of the insured.
- Personal Injury to an Employee resulting out of and in the course of employment by You in Your Business/Your Practice
- Recalling or making refunds in respect of products supplied
- The first £250 of each and every claim for loss of or damage to hired or rented premises.
- Terrorism cover is limited to £2,000,000 per event.

### What's Covered



Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.

#### Cover includes:

- **Property Protection**  
Protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass.
- **Legal Defence**  
Defence for you or an employee acting on your behalf if any criminal action (non-motor) or certain civil action is taken against you in connection with your business. Includes prosecution under health and safety legislation and data protection rules.
- **Contract Disputes**  
Cover to negotiate disputes relating to an agreement or alleged agreement 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. A claim must be made within 90 days of the money becoming due and payable.
- **Debt Recovery**  
Negotiating your legal rights to recover money and interest due from the sale or provision of goods or services where the amount in dispute exceeds £250. A claim must be made within 90 days of the money becoming due and payable.
- **Tax Protection**  
Representation in investigation and/or appeal proceedings in respect of a Tax Enquiry, Employer Compliance Dispute or a VAT Dispute. Cover applies only to tax claims which arise in direct connection with the activities of the business shown in your schedule.
- **Employment Disputes and Compensation Awards**  
Defence of your legal rights under employment legislation, and following a successful action by an employee, or a prospective, alleged or ex employee, we will pay any compensation award made

### What's Not Covered



Please refer to the Commercial Legal Protection section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- In respect of Legal Defence – Criminal Prosecution and/or Disciplinary Hearings, any claim which leads to the insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- In respect of Contract Disputes
  - The cover, claims process or settlement payable under an insurance policy, or the recovery of money and interest due from another party other than where they intimate that a defence exists
  - Disputes with an insured person or former insured person relating to their contract of employment with you, or disputes arising from a breach or alleged breach of professional duty by an insured person or former insured person
- In respect of Debt Recovery, the settlement payable under an insurance policy, or the recovery of money and interest due from another party where they intimate that a defence exists
- In respect of Tax Protection
  - Claims caused by your failure to register for Value Added Tax and/or PAYE
  - Claims arising from investigations by HM Revenue and Customs Special Investigations Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customs Prosecution Office
- In respect of Employment Disputes, any claim for damages for personal injury or loss of or physical damage to material property

What's Covered



- **Service Occupancy**

Cover to negotiate your legal rights against an insured person or former insured person to recover possession of premises owned by you or for which you are responsible

- **Bodily Injury**

Cove to negotiate your, your employees' or family members' legal rights, following bodily injury (non-motor related) which occurs in connection with the business)

- **Statutory Licence Protection**

Appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence.

What's Not Covered



**You are not covered for:**

- In respect of Service Occupancy, any claim relating to defending your legal rights other than defending a counter claim
- In respect of Bodily Injury
  - any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident
  - an insured person's injury or death in a motor vehicle whilst being driven by an insured person or their family members
- In respect of Statutory Licence Protection, any licence appeal which relates to the ownership, driving or use of a motor vehicle
- Costs and expenses where prospects of success do not exist for the duration of the claim
- Claims which are not reported within 180 days of you becoming aware of an incident
- Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- Compensation awards unless you have followed the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment
- Costs and expenses in respect of redundancies, unless you have followed the advice of the legal helpline prior to serving notice of dismissal

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 law covered by the policy and are required to comply with strict service standards.



# Computer Breakdown

## OPTIONAL SECTIONS

### What's Covered



Breakdown cover for computer equipment whilst at your premises in the UK.

#### Cover includes:

- Reinstatement of data – up to £10,000
- Increased cost of working – up to £25,000
- Up to £10,000 any one claim for
  - Research and development costs
  - The costs of converting existing data into a format which is compatible with any replacement equipment
- Up to £5,000 any one claim for
  - Costs and expenses necessarily and reasonably incurred to locate and remove a detectable virus or similar mechanism contained in any equipment or data storage materials.
  - Temporary repair and expediting costs
  - The cost of reinstating software or programs arising from erasure, distortion or corruption during the period of insurance and from an identifiable event
  - Waste Electrical and Electronic Equipment disposal costs
- Damage to additional equipment acquired in the period of insurance, provided you give us details of such equipment as soon as possible and specifically insure it with us from the date our liability started and pay any additional premium required. Up to 15% of the equipment damage sum insured or £50,000, whichever is lower.

### What's Not Covered



Please refer to the Computer Breakdown section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Damage to equipment which is recoverable under any guarantee or maintenance, or rental, hire or lease agreement
- Gradual deterioration or wear and tear
- Computer equipment more than 10 years old
- Interruption or interference with the business during the first 48 hours after a breakdown or derangement of equipment which is not subject to a maintenance agreement
- Temporary repairs carried out without our consent or the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.





## Employee Dishonesty

### OPTIONAL SECTIONS

#### What's Covered



Cover for your business against loss of money or other property caused directly by fraud or dishonesty committed by your employees. The cover limit is £25,000.

#### Cover includes:

- The costs of any professional audit fees incurred with our consent to substantiate the amount of any claim – up to £2,500.

#### What's Not Covered



Please refer to the Employee Dishonesty section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Loss caused by any employee
  - whom you do not have the right to supervise or and direct
  - subsequent to your discovery of actual or suspected dishonesty of the employee
  - which is covered under Property Damage cover items Money and Assault
- Consequential loss
- The first part of any claim (your excess)



## Personal Accident

### OPTIONAL SECTIONS

#### What's Covered



24 hour cover for you and your employees (up to the age of 75) for accidental bodily injury resulting in death, or permanent or temporary disablement.

#### One unit of cover provides:

- £5,000 for death and capital benefits
- £50 per week for temporary total disablement
- £25 per week for temporary partial disablement

A maximum of ten units per person can be taken.

#### What's Not Covered



Please refer to the Personal Accident section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- The Insured Person suffering from any disability due to a gradually operating cause
- Suicide or attempted suicide
- Deliberate exposure to danger
- The Insured Person's own criminal act or being declared in a state of insanity
- Taking part in certain hazardous activities
- The effects of alcohol or drugs (other than as prescribed by a doctor) or any treatment for drug addiction

# Important Questions Answered

## Where am I covered?

This will depend on the product and choices you have made. Please refer to the policy booklet for details of where you are covered.

## When and how do I pay?

Payment options should be discussed with your insurance adviser.

## What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance. If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents.

## How long does my Aviva Business Insurance run for ?

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

## How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. To cancel your policy, please contact your insurance adviser.

## How to Claim

Should you need to make a claim under this policy, please contact us using the following telephone number 0800 015 1498.

In all cases, please quote your policy number.

## How do I make a complaint?

If for any reason you are unhappy with our service, we would like to hear from you. In the first instance contact your insurance adviser or usual Aviva point of contact. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information.

## Important Questions Answered

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

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](https://www.fscs.org.uk)

### Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.



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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.