



**This is a summary** of the main features, benefits and limitations of the Insurance Policy provided by The New India Assurance Co Ltd for your business. Full details of the cover including entire terms conditions and exclusions are set out in your Insurance Policy.

**Type of Insurance and Cover:** The policy provides cover for selected perils as outlined below. It is a non-investment insurance contract. Its duration is 12 months unless you and / or your Insurance Intermediary have arranged a different period with The New India Assurance Company Limited.

#### Sections Available

- Material Damage including
  - 1. Buildings
  - 2. Tenant's Improvements
  - Contents of your Premises, excluding personal possessions (which should be separately insured)
  - 4. Computers. Please note this is not a Specific Computer Policy and does not include breakdown cover.
  - 5. Stock and work in progress

## • Business Interruption including

- 1. Book Debts
- 2. All other cover follows the Material Damage Section
- 3. any extension of cover needs to be agreed and charged for

#### Theft

Cover is for loss or damage as a result of theft involving entry to or exit from a building (other than an outbuilding) by forcible and violent means – including any resultant damage to the building provided that the cover includes fixtures and fittings in the building

#### Money

### Business Equipment

Cover is Accidental Damage including Theft anywhere in Great Britain Northern Ireland the Isle of Man or Channel Islands

#### Glass

Cover is for breakage of glass including the cost of repairing resultant damage to window frames, fixtures and fittings

- Goods In Transit
- Deterioration of Stock
- **Liability** Including
  - 1. Employers Liability
  - 2. Public Liability
  - 3. Product Liability
- Theft by Employee
- Loss of Licence

Legal Expenses (arranged by ARAG plc – the Insurer is AmTrust Europe Limited)

# The following significant and unusual exclusions or limitations should be noted

## **Average**

If you do not insure for the full value of your premises, contents, stock or gross profit any payments made will be proportionately reduced. Be sure to avoid this penalty by insuring for the full amount

#### **Excesses**

Please check your quotation carefully as excesses may vary from the standard, which are £1,000 in respect of Subsidence Cover

£ 250 all other sections other than Liability covers

### **Terrorism**

Terrorism is excluded under the policy other than for the Money Employers Liability Goods in Transit Personal Accident or Deterioration of Stock Sections. The limit of indemnity under the Employers Liability Section is £5,000,000 per loss occurrence.

Should you require Terrorism Cover under the Material Damage and Business Interruption Section this can be provided in selected cases at an additional premium, which must be paid to New India within 30 days.

### Terrorism Cover is not available for risks in Northern Ireland

### **Other Conditions**

- Hot Work Permit
- Minimum Security Requirements
- Shutters
- Asylum Seekers/DSS Tenants
- Cooking
- Fixed Heating
- Heating Lagging
- Electrical Inspection
- Intruder Alarm
- Records
- No Smoking
- Portable heaters
- Racking
- Felt Roof
- Waste
- Unoccupied Premises
- Reinstatement of Sum Insured following a claim
- Custodian Condition in respect of Money in Transit
- Cancellation condition

# The following exclusions to the Public and Products Liability sections should be noted

- physical or sexual abuse or molestation
- or in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity
- · or in connection with hazardous leisure pursuits
- Driving of any vehicle by persons who would not be allowed to drive such a vehicle on the public highway
- or directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference
- or directly or indirectly caused by Genetically Modified Organisms ("GMOs")
- or directly or indirectly caused by transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD)
- the operation of a creche or nursery
- Bouncy castles Rock climbing Abseiling Canoeing Jet-skiing Water-skiing Ponytrekking Sub-aqua diving Dry slope skiing Horse-riding BMX cycling Assault course Barfly jumping Bungee jumping Pole climbing Caving Parachute jumping Ballooning Gliding Flying Driving of any vehicle by persons who would not be allowed to drive such a vehicle on the public highway
- North American exports
- Products recall
- Products guarantee
- Libel and slander
- Financial Loss

# **Cancellation Rights**

Customers defined as Consumers by the Financial Conduct Authority have the right to cancel the policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is later. If you wish to do so after the insurance cover has already commenced, you will be entitled to a refund of the premium paid calculated in accordance with the Cancellation Condition set out in the policy wording.

## **Claims Contact**

In the event of a Legal Expenses claim please contact the legal helpline on 0333 000 7955. In the event of any other loss please contact the Insurer on 0121 231 4055.

#### **Caring For Our Customers**

We are proud of our reputation for high quality and fair service. If on any occasion our service falls below the standard you expect **you should contact your insurance adviser** or alternatively the Manager of the local New India Assurance Company office which issued the Policy. Your complaint will be given immediate attention.

The New India Assurance Company Ltd is a member of the Financial Ombudsman Service. If after following the above procedure, your complaint has not been resolved to your satisfaction you have the right to refer the matter to the Financial Ombudsman at the following address:

Financial Ombudsman Service Exchange Tower London E14 9SR Referral to the Financial Ombudsman Service does not affect your right to take legal action against New India Assurance Company Ltd.

For complaints under the Legal Expenses Section please contact ARAG in the following ways:

Customer Relations,
ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol BS8 1NN
or email customerrelations@arag.co.uk
tel: 0117 917 1561

If the matter is not concluded to **your** satisfaction, **you** may refer it to the Financial Ombudsman Service. They can be contacted at

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

E-mail: complaints.info@financialombudsman.org.uk

Tel: 0800 023 4567

# **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 0800 678 1100 or 020 7741 4100 or further information is available at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>

# The Law Applicable To This Contract

The parties to this contract have the right to choose the law that should apply. New India propose to apply English law except for those customers who at inception of the contract are domiciled:-

- i) in Scotland where Scots law will apply or
- ii) in Northern Ireland where the law of Northern Ireland will apply.

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.