



# NEW INDIA

## Care Homes Policy

### Product Summary

keyfacts®

**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 in packaged form for **Care Homes**. 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.

### Basic Cover

Section 1	Loss or damage to Trade Contents
2	Business interruption
3	Breakage of Glass and Sanitaryware
4	Loss of Money
5	Personal Assault
6	Refrigerated Stock
7	Goods in Transit
8	Injury to employees
9	Accidental injury to residents and the public
9	Accidental loss or damage to property
9	Accidental interference with or loss of enjoyment of property as a result of obstruction, trespass or nuisance.
10	Treatment Risk

Plus 24-hour Telephone Legal Helpline

### Additional Options

Section 1	Damage to Buildings
1	Damage to Residents' Effects
3	Signs
3	Special Glass
11	Legal Expenses (arranged by ARAG plc - Insurer is AmTrust Europe Limited)
12	Loss of Registration Certificate
13	Fidelity Insurance
15	Breakdown and Damage to Computers

### Terrorism

Terrorism is excluded under the policy other than for the Employers Liability Section.

Should you require Terrorism Cover under Section 1 – Building and Contents and Section 2 - Business Interruption 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**

## The Cost

The cost of the Basic Covers depends upon just four factors:

- The occupation of your Premises
- The value of your Contents, Stock and additional optional sections
- Where your Premises are situated
- Number of Employees

## Average

If you do not insure for the full value of your premises, contents, stock or gross profit any payments made under Section 1 and 2 will be proportionately reduced. Be sure to avoid this penalty by insuring for full amounts.

## Excesses

You are asked to bear the first £ amount of each claim for loss or damage under the following:

- Section 1 - Building and Contents
  - i) the first £250 of each and every occurrence of loss, destruction or damage unless caused by subsidence, heave or landslip
  - ii) the first £1,000 of each and every occurrence of loss, destruction or damage caused by subsidence, heave or landslip
- Section 3 - Glass - £250
- Section 4 - Money - £250
- Section 6 - Refrigerated Stock - £250
- Section 7 - Goods in Transit - £250
- Section 11 - Legal Expenses
  - i) the first £5,000 of Legal Costs and Expenses incurred for each and every Compliance & Regulation and Statutory Licence Appeal claim
  - ii) the first £1,000 of Legal Costs and Expenses incurred for each and every Employment and Employment Compensation Awards claim
  - iii) the first £500 of Legal Costs and Expenses incurred for each and every claim for other covers
- Section 15 - Computer - £250

## Significant and unusual exclusions or limitations

- Theft of materials forming part of the Building
- Property in the open
- Pollution unless sudden and accidental
- Water table changes
- Minimum security conditions
- Cooking conditions
- Money in transit conditions

- Reasonable Precautions condition
- Electrical inspection condition
- Waste
- Portable heaters
- Unoccupied premises
- Loss of money arising from dishonesty of an Employee not discovered within 14 days
- Company Records Condition
- Felt Roof Condition
- Cancellation Condition
- Reinstatement of Sum Insured following a claim
- Crisis Communication cover under Legal Expenses section is limited to £10,000
- Legal Expenses subject to Reasonable Prospects of Success
- Communicable Disease
- Cyber Loss

For Employer's liability, exclusion of offshore activities and limit of £5,000,000 arising out of Terrorism.

For Public and Products liability exclusion arising from asbestos, offshore activities, electro magnetic fields, terrorism, motor, professional indemnity, Communicable Disease, Cyber Loss, diagnosis (other than by qualified registered nurses), surgery and the prescription and administration of drugs and medicines other than the administration of drugs in accordance with the Care Standards Act 2000, the Regulation of Care (Scotland) Act 2001 or the Health & Personal Social Services (Quality, Improvement and Regulation)(Northern Ireland) Order 2003 as appropriate.

## 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 New India Assurance Co. Ltd 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 that issued the Policy. Your complaint will be given immediate attention.

**Branch Manager**  
**New India Assurance Company Ltd**  
**3<sup>rd</sup> Floor**  
**Crown House**  
**Crown Street**  
**Ipswich IP1 3HS**  
**Tel: 01473 233626**  
 or email [complaints@newindia.co.uk](mailto:complaints@newindia.co.uk)

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  
E-mail: [complaints.info@financialombudsman.org.uk](mailto:complaints.info@financialombudsman.org.uk)  
Tel: 0800 023 4567**

Referral to the Financial Ombudsman Service does not affect your right to take legal action against New India Assurance Company Ltd.

For complaints under Section 11 - Legal Expenses please contact ARAG in the following ways:

**Customer Relations,  
ARAG plc,  
9 Whiteladies Road,  
Clifton,  
Bristol BS8 1NN  
or email [customerrelations@arag.co.uk](mailto: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](mailto: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 [www.fscs.org.uk](http://www.fscs.org.uk)

## **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.

## **Registration of the Insurer**

New India Assurance Company Limited, 36 Leadenhall Street, London EC3A 1AT UK Branch (registration number BR002003).

The New India Assurance Company Limited, Registered Office: The New India Assurance Building 87 Mahatma Gandhi Road Fort Mumbai 400 001 India (Company Registration Number F.C. 004325). Incorporated in India with limited liability.

## **Authorisation and Regulation of the Insurer**

Authorised and regulated by the Insurance Regulatory & Development Authority (IRDA) of India.  
Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.