



Insurance for the Professional

# Professionals





## Professionals Insurance Policy

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

The Professionals Insurance 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.

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 (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

## Standard Cover

### Section 1 | Public Liability

| Cover   | Extensions included as standard (subject to certain limits)   | Conditions  | Exclusions   |
|---|---|---|--|
| <ul style="list-style-type: none"> <li>• Public Liability – indemnity limit shown on the schedule (any one occurrence)</li> <li>• Territorial Limits                             <ul style="list-style-type: none"> <li>– Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> <li>– Within any member country of the European Union where any person is temporarily engaged on Your Business</li> <li>– Elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business</li> </ul>                             (See also Overseas Personal Liability Extension)                         </li> </ul> | <ul style="list-style-type: none"> <li>• Compensation for Court Attendance connected to a claim – up to £750 per day for each director/partner and £250 per day for each employee</li> <li>• Health &amp; Safety at Work, etc. Act 1974</li> <li>• Indemnity to Principals</li> <li>• Defective Premises Act 1972</li> <li>• Leased or Rented Premises</li> <li>• Motor Contingent Liability</li> <li>• Overseas Personal Liability</li> <li>• Products Liability</li> <li>• Cross Liabilities</li> <li>• Data Protection Legislation 2018</li> <li>• Consumer Protection and Food Safety Acts</li> </ul> | <ul style="list-style-type: none"> <li>• Contractual Liability</li> <li>• Jurisdiction</li> <li>• Costs inclusive in USA and Canada</li> <li>• Asbestos Clean Up Costs</li> <li>• Excess – as per Schedule</li> </ul> | <ul style="list-style-type: none"> <li>• Cost of rectifying faulty workmanship or replacing or recalling defective products or materials</li> <li>• Breach of professional duty, malpractice of any nature, treatment, examination, prescription, surgical operation, medical procedures or any treatment used, practised or performed by You or on Your behalf other than when performing first aid</li> <li>• Design, formula, advice or specification for a fee or where a fee would normally be charged</li> </ul> |

Section 1 | Public Liability *continued*

| Cover | Extensions included as standard<br>(subject to certain limits)  | Conditions | Exclusions  |
|-------|---|------------|---|
|       | <ul style="list-style-type: none"> <li>Corporate Manslaughter – maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance</li> </ul> |            | <ul style="list-style-type: none"> <li>Sale, supply or administration of drugs, medicines, chemicals, or medical supplies or equipment of any kind</li> <li>Bodily Injury to your employees arising out of and in the course of their employment</li> <li>Property belonging to you or under your control</li> <li>Damage to the Contract Works and other materials plant tools or equipment brought on to the site</li> <li>Injury or damage arising from any mechanically propelled vehicle or any craft made to float on, in or travel through water, air or space</li> <li>Products supplied</li> <li>Liquidated damages, fines or penalties</li> <li>Punitive, exemplary or aggravated 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>Visits or work on any offshore installation</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> <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> <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>Products supplied which to your knowledge are exported to the United States of America and/or Canada and/or their dependencies</li> </ul> |

# Optional Cover

## Section 1 Extension 1 | Hairdressers and Beauty Treatment

| Cover  | Extensions included as standard (subject to certain limits)              | Conditions  | Exclusions   |
|--|--|---|--|
| <ul style="list-style-type: none"><li>Indemnity limit shown on the schedule (any one occurrence)</li></ul> | <ul style="list-style-type: none"><li>As shown under Section 1</li></ul> | <ul style="list-style-type: none"><li>As shown under Section 1</li></ul> <p>The following additional conditions also apply:</p> <ul style="list-style-type: none"><li>Limit of Liability</li><li>Medically Qualified Clinicians</li></ul> | <ul style="list-style-type: none"><li>As shown under Section 1</li></ul> <p>The following additional exclusions also apply:</p> <ul style="list-style-type: none"><li>Application of any lotion, hair dye or other preparation manufactured, produced, mixed or treated by You or anyone acting on Your behalf</li><li>Failure to make prior skin tests before use and/or subsequent procedures required or recommended by the makers or vendors of any lotion, hair dye or other preparation</li><li>Any treatment carried out by a person other than a Suitably Trained Person except:<ul style="list-style-type: none"><li>the washing and drying of hair, hairpieces or wigs; or</li><li>whilst such person is under the direct and continuous supervision of a Suitably Trained Person</li></ul></li><li>Vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power operated aids or any treatment involving the administration of injectable beauty and aesthetic treatments or body piercing.</li></ul> |

## Optional Cover

### Section 2 | Employers Liability

| Cover  | Extensions included as standard<br>(subject to certain limits)  | Conditions   | Exclusions   |
|--|---|--|--|
| <ul style="list-style-type: none"> <li>Employers Liability, indemnity limit shown on the schedule (inclusive of legal costs)</li> <li>Territorial Limits               <ul style="list-style-type: none"> <li>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> <li>Within any member country of the European Union where any person is temporarily engaged on Your Business</li> <li>Elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Compensation for Court Attendance connected to a claim – up to £750 per day for each director/partner and £250 per day for each employee</li> <li>Health &amp; Safety at Work, etc. Act 1974</li> <li>Unsatisfied Court Judgements</li> <li>Indemnity to Principals</li> <li>Corporate Manslaughter – maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance</li> <li>Cross Liabilities</li> </ul> | <ul style="list-style-type: none"> <li>Contractual Liability</li> <li>Jurisdiction</li> <li>Right of recovery</li> <li>Certificate of Employers Liability – if policy or section cancelled certificate becomes ineffective from cancellation date</li> </ul> | <ul style="list-style-type: none"> <li>Injury to Employees, other than the driver, resulting from being in or on any of Your vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988</li> <li>Injury to Employees ordinarily resident outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man</li> <li>Visits or work on any offshore installation</li> </ul> |

## Optional Cover

### Section 2 Extension 2 | Injury to Working Partners

| Cover  | Extensions included as standard<br>(subject to certain limits)             | Conditions   | Exclusions  |
|--|--|--|---|
| <ul style="list-style-type: none"> <li>As shown under Section 2</li> </ul> | <ul style="list-style-type: none"> <li>As shown under Section 2</li> </ul> | <ul style="list-style-type: none"> <li>As shown under Section 2</li> </ul> | <ul style="list-style-type: none"> <li>As shown under Section 2</li> </ul> <p>The following additional exclusions apply to Bodily Injury to Working Partners:</p> <ul style="list-style-type: none"> <li>Any injury sustained whilst the working partner is not working in connection with the Business</li> <li>Any injury that is caused by the negligence of another partner or employee whilst not working in connection with the Business</li> <li>The injured working partner does not have a valid right of action in negligence against the working partner or employee responsible for the injury</li> </ul> |

## Standard Cover

### Section 3 | Money

| Cover   | Extensions included as standard (subject to certain limits)  | Conditions   | Exclusions   |
|---|--|--|--|
| <p>Loss of Money – up to the limits shown on the schedule</p> <ul style="list-style-type: none"> <li>In transit</li> <li>In a bank night safe</li> <li>In Your private dwelling, or that of your partners, directors or employees</li> <li>Territorial Limits               <ul style="list-style-type: none"> <li>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Non-Negotiable Money – up to £250,000 any one claim</li> <li>Damage to Safes and Carrying Cases directly associated with theft or attempted theft – up to the cost of repair or replacement</li> <li>Damage to clothing resulting from theft or attempted theft of money – up to £500 any one person</li> </ul> <p><b>Personal Accident (Assault)</b></p> <ul style="list-style-type: none"> <li>Death – up to £10,000</li> <li>Loss of limbs or sight – up to £10,000</li> <li>Permanent total disablement – up to £10,000</li> <li>Temporary total disablement – up to £100 per week</li> <li>Temporary partial disablement – up to £30 per week</li> <li>Incurred medical expenses – up to £500</li> </ul> | <ul style="list-style-type: none"> <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> </ul> <p><b>The following additional conditions apply to Personal Accident (Assault):</b></p> <ul style="list-style-type: none"> <li>Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years</li> <li>Limit of Liability</li> <li>Referral to Medical Practitioner</li> </ul> | <ul style="list-style-type: none"> <li>Losses arising from fraud or dishonesty of employees if discovered longer than 14 days after the event</li> <li>Shortages due to error or omission</li> <li>Losses from unattended vehicles</li> <li>Losses arising from any form of payment which proves to be counterfeit, fake etc.</li> </ul> <p><b>The following additional exclusions apply to Personal Accident (Assault):</b></p> <ul style="list-style-type: none"> <li>Death or disablement contributed to or accelerated by pre-existing physical or mental condition</li> </ul> |

## Optional Cover

### Section 4 | Tools and Business Equipment

| Cover  | Extensions included as standard (subject to certain limits)  | Conditions   | Exclusions  |
|--|--|--|---|
| <ul style="list-style-type: none"> <li>"All Risks" Cover on Tools and Business Equipment not exceeding the Sum Insured shown on the Schedule</li> <li>Territorial Limits               <ul style="list-style-type: none"> <li>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> <li>Within any member country of the European Union where work being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Reinstatement of losses</li> <li>Other Interests</li> </ul> | <ul style="list-style-type: none"> <li>Excess – as per Schedule</li> </ul> | <ul style="list-style-type: none"> <li>Wear, tear, gradual deterioration and other gradually operating causes</li> <li>Exposure to weather conditions</li> <li>Damage to mechanically propelled vehicles</li> <li>Mechanical or Electrical breakdown or derangement</li> <li>Damage to any electrical tools and business equipment caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>Normal upkeep or normal making good</li> <li>Tools and Business Equipment hired out</li> <li>Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Indirect loss of any kind</li> <li>Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park</li> </ul> |



## Section 4 | Tools and Business Equipment *continued*

| Cover | Extensions included as standard<br>(subject to certain limits) | Conditions | Exclusions   |
|-------|--|------------|--|
|       |  |            | <ul style="list-style-type: none"> <li>Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building</li> <li>Damage to goods in an open backed vehicle caused by theft or attempted theft</li> <li>Damage to glass and other fragile or brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported</li> <li>Pollution or contamination unless resulting from a defined peril</li> </ul> |

## Optional Cover

### Section 5 | Business Stock

| Cover  | Extensions included as standard<br>(subject to certain limits)   | Conditions   | Exclusions   |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>"All Risks" Cover on Business Stock not exceeding the Sum Insured shown on the Schedule</li> <li>Territorial Limits <ul style="list-style-type: none"> <li>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> <li>Within any member country of the European Union where work being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Reinstatement of losses</li> <li>Debris Removal</li> <li>Other Interests</li> </ul> | <ul style="list-style-type: none"> <li>Excess – as per Schedule</li> </ul> | <ul style="list-style-type: none"> <li>Wear, tear, gradual deterioration and other gradually operating causes</li> <li>Exposure to weather conditions</li> <li>Mechanical or Electrical breakdown or derangement</li> <li>Damage to any electrical business stock caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running</li> <li>Normal upkeep or normal making good</li> <li>Business Stock hired out</li> <li>Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory</li> <li>Delay or seizure of goods by the government or other authority</li> <li>Indirect loss of any kind</li> <li>Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park</li> <li>Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building</li> <li>Damage to goods in an open backed vehicle caused by theft or attempted theft</li> <li>Damage to glass and other fragile or brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported</li> <li>Pollution or contamination unless resulting from a defined peril</li> </ul> |



## Optional Cover

### Section 6 | Personal Accident

| Cover   | Extensions included as standard (subject to certain limits) | Conditions  | Exclusions   |
|---|---|---|--|
| <p>Cover for named people (must be aged not less than 16 years nor more than 75 years) suffering bodily injury resulting in:</p> <ul style="list-style-type: none"> <li>• Death</li> <li>• Loss of limbs or sight</li> <li>• Permanent total disablement</li> <li>• Temporary total disablement</li> </ul> <p>Up to the benefits for each item as shown in the schedule</p> |   | <ul style="list-style-type: none"> <li>• Persons Insured (partners, directors and 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 style="list-style-type: none"> <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>• Self-injury, provoked assault or wilful exposure to needless peril</li> <li>• Influence of alcohol or non-prescribed drugs</li> <li>• Pre-existing defect</li> <li>• Failure to obtain or follow proper medical advice</li> </ul> |

## Optional Cover

### Professional Indemnity

If you are eligible for Professional Indemnity cover a separate Product Summary is provided with details of this cover. This is available to:

- Estate Agents;
- Media Consultants;
- Miscellaneous; and
- Information Technology.

## General Conditions

|  |  |  |  |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>• Observance of Conditions</li> <li>• Contracts (Rights of Third Parties) Act 1999</li> </ul> | <ul style="list-style-type: none"> <li>• Fair Presentation of the Risk</li> <li>• Cancellation</li> <li>• Changes to Your Cover</li> </ul> | <ul style="list-style-type: none"> <li>• Reasonable Precautions</li> <li>• Instalments</li> <li>• No Claim Discount</li> </ul> | <ul style="list-style-type: none"> <li>• Change of Risk or Interest</li> <li>• Choice of Law</li> <li>• Sanctions, Prohibitions or Restrictions</li> </ul> |
|--|--|--|--|

## Claims Conditions

|   |   |   |   |
|---|---|---|---|
| <ul style="list-style-type: none"> <li>• Conditions Precedent</li> <li>• Action by You</li> </ul> | <ul style="list-style-type: none"> <li>• Our Rights</li> <li>• Fraudulent Claims</li> </ul> | <ul style="list-style-type: none"> <li>• Subrogation</li> <li>• Other Insurances</li> </ul> | <ul style="list-style-type: none"> <li>• Arbitration</li> </ul> |
|---|---|---|---|

## General Exclusions

|  |  |  |  |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>• Sonic Bangs</li> <li>• Radioactive Contamination</li> </ul> | <ul style="list-style-type: none"> <li>• War, Government Action and Terrorism</li> </ul> | <ul style="list-style-type: none"> <li>• Date Recognition</li> <li>• Computer Virus and Hacking</li> </ul> | <ul style="list-style-type: none"> <li>• Infectious or Contagious Disease</li> </ul> |
|--|--|--|--|

## Further Information

### Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Telephone helpline services available for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf). Where specialist advice is needed, this is available 9am to 5pm, Monday to Friday, excluding public and bank holidays.
- Counselling – A confidential counselling service over the phone for any employee and their immediate family aged 18 or over (extends to include 16 or 17 year olds if they are in full-time employment). All costs of the referral services provided will not be paid by DAS (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
- Health and Medical Assistance provided by a medically qualified person, is available 9am to 5pm, Monday to Friday, excluding public and bank holidays, giving assistance concerning nutrition, sports injuries, giving up smoking etc. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf).

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

### Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

### How to make a claim



You can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code on the left hand side or by visiting **nig.com/claims**.

Alternatively, you can contact Your insurance advisor for a claim form. Please quote your policy number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address:

Customer Relations Manager,  
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Email: **complaints@nig-uk.com**.

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at **www.nig.com/contact-us/complaints**.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk**.

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, 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**. The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pr**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our 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 website at **www.fscs.org.uk**.





**NIG.COM**

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.  
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