

This document is a guide to the cover provided under your Optima Professional Indemnity Insurance Policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover please read your insurance policy, your schedule (which indicates operative sections) and any endorsements that apply. A copy of your insurance policy booklet can be obtained by visiting [www.groupama.co.uk/products/](http://www.groupama.co.uk/products/) or by contacting your Insurance Advisor.

Professional Indemnity cover is a compulsory section of this policy. The other sections are optional.

Groupama Insurance Company Limited provides this insurance.

Type of Insurance      Package for Professionals

Period of Cover      12 Months or as shown on the Schedule

The law which applies to the contract      The law of England and Wales unless agreed otherwise

**PROFESSIONAL INDEMNITY INSURANCE SECTION**

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>This section covers your legal liability for breaches of your professional duty that result in:</p> <ul style="list-style-type: none"> <li>• economic loss not accompanied by injury or death to third parties or damage to third party property</li> <li>• unintentional breach of third party intellectual property rights or confidential information or unintentional defamation</li> <li>• accidental injury or damage not caused by any Product</li> <li>• economic loss suffered by business clients and caused by employees' dishonest or fraudulent acts</li> </ul> <p>The minimum Limit of Indemnity is £50,000 for any one event. Higher limits are available for most trades</p> <p>Costs and expenses in defending a claim are also insured, subject to our agreement. The maximum amount payable is the same as the Limit of Indemnity</p> <p>Loss of or damage to documents held by you but not belonging to you is covered for a limit of £100,000 any one year</p>	<p>Territorial Limits: anywhere in the world excluding USA and Canada</p> <p><b>Exclusions:</b></p> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• Deliberate acts or known defects</li> <li>• Employees' dishonest or fraudulent acts which you ought to have been aware of or where the annual accounts have not been audited by a qualified accountant</li> <li>• Claims or circumstances that could result in a claim that are known to you prior to inception of the policy</li> <li>• Claims made in USA or Canada</li> <li>• Claims arising from asbestos</li> <li>• Pollution or contamination</li> <li>• Fines penalties or liabilities assumed under contract where liability would not have arisen in the absence of the contract</li> <li>• Patent infringement</li> <li>• Claims arising from the ownership possession or use of any buildings land aircraft watercraft or vehicle</li> <li>• the amount of the excess shown in the Schedule as applicable to every Professional Indemnity claim</li> </ul> <p><b>Conditions and Precautions Applying:</b></p> <p>The policy is written on a <b>claims made</b> basis, which means it applies to claims that are</p> <ul style="list-style-type: none"> <li>• discovered by, made against or intimated to you for the first time and</li> <li>• are notified to Groupama</li> </ul> <p>during the policy period for work undertaken after the Retroactive Date shown on the Schedule</p>	<p>Professional Indemnity</p> <p>Professional Indemnity</p> <p>"Product" is defined in the Definitions section</p> <p>Professional Indemnity</p>

## PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>This section covers your legal liability arising out of accidental injury to members of the public or accidental loss of or damage to their property resulting directly from the business within the Territorial Limits during the period of insurance (including claimants' costs and expenses)</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p> <p>The minimum Limit of Indemnity provided for Public Liability is £1,000,000 for any one event. There is an option to increase to £2,000,000 or £5,000,000 for most trades</p> <p>The minimum Limit of Indemnity provided for Products Liability is £1,000,000 for any one period of insurance. There is an option to increase to £2,000,000 or £5,000,000 for most trades</p>	<p>Territorial Limits: England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, and any member country of the European Union</p> <p><b>Exclusions:</b></p> <p>Liability</p> <ul style="list-style-type: none"> <li>• Arising from work in or on or in connection with: <ul style="list-style-type: none"> <li>- docks, harbours or railways</li> <li>- watercraft or offshore, gas or oil installations</li> <li>- chemical or petrochemical works, oil or gas refineries or storage facilities</li> <li>- aircraft, airports or airfields</li> <li>- collieries, mines or quarries</li> <li>- power stations</li> <li>- any installation where nuclear processing is undertaken</li> </ul> </li> <li>• Arising from lopping, topping or felling of trees</li> <li>• Arising from work or visits offshore</li> <li>• For damage to property in your custody or control or being worked upon</li> <li>• From design or advice given for a fee</li> <li>• For costs incurred in recalling, repairing or replacing any product or of rectifying defective workmanship</li> <li>• For gradual pollution or contamination</li> <li>• Arising from removal, handling or disposing of asbestos</li> <li>• Arising from professional advice and treatment (Professional trades only)</li> <li>• For the first £250 of every Third Party Property Damage claim</li> </ul> <p><b>Conditions and Precautions Applying:</b></p> <p>Heat Equipment Precautions</p> <p>Bitumastic Products Precautions</p> <p>Flammable Solvents Precautions</p> <p>Underground Services Precautions</p>	<p>Public and Products Liability</p> <p>Public and Products Liability</p> <p>Public and Products Liability</p>



## EMPLOYERS' LIABILITY INSURANCE SECTION (continued)

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
This section will indemnify any principal for legal liability arising out of work carried out by you under a contract or agreement so long as indemnity would have been provided had the claim been made against you	<ul style="list-style-type: none"> <li>The principal must comply with the terms and conditions of the policy</li> <li>We must have full control of all claims</li> </ul>	Employers' Liability "Principal" is defined in the Definitions section
Costs and expenses in connection with prosecutions and appeals against convictions arising under health and safety legislation are insured, subject to our agreement		Employers' Liability
Court attendance compensation is payable at the following rates: Director or Partner           £500 per day Employee                         £250 per day		Employers' Liability

## PORTABLE BUSINESS EQUIPMENT INSURANCE SECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>Loss of or damage to</p> <p>(a) Portable Business Equipment including laptops, other computer equipment and accessories</p> <p>(b) materials and other goods for incorporation in the contract whilst in transit</p> <p>Alternative Accommodation following damage to trade premises by fire explosion storm or flood</p>	<p>Cover applies anywhere in the European Union</p> <p>Excess</p> <ul style="list-style-type: none"> <li>£50 Portable Business Equipment and Transit</li> <li>£100 in respect of glass and non ferrous metals</li> <li>£200 for computer equipment</li> </ul> <p>Up to £500 per month for a maximum of 12 months excluding the first seven days</p> <p><b>Exclusions:</b></p> <p>Theft from unattended vehicles overnight unless in a securely locked garage or alarmed vehicle with an approved alarm</p> <p>Theft of mobile phones or computer equipment from any unattended vehicle unless from a securely locked boot or locked glove box and theft results from forcible and violent entry into a securely locked motor vehicle</p> <p>Theft from open sided or open backed vehicles / trailers</p>	<p>Portable Business Equipment</p> <p>Portable Business Equipment</p>

## OFFICE CONTENTS INSURANCE SECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>Business Contents (including medical and pharmaceutical products) whilst at your Premises are covered against loss or damage from any accidental cause up to the sum insured stated in the schedule</p> <p>Removal of Debris and making the buildings safe following insured damage is also insured</p> <p>Business Contents Sums Insured are Index Linked using the General Index of Retail Prices</p> <p>Machinery, fixtures, fittings and documents are insured for up to 15% of their sums insured whilst temporarily removed from your premises</p> <p>The cost of replacing locks following theft of keys to the premises or to safes is insured</p> <p>Your liability as tenant is included for :- Damage to underground services Theft damage to buildings for which you are responsible</p> <p>Documents in transit may be insured in transit within the Territorial Limits</p> <p>Damage to external signs and nameplates is insured up to £500</p> <p>Fixed glass or sanitaryware forming part of the buildings is insured against breakage up to a maximum of £10,000</p> <p>Money is insured:- In the premises and whilst in transit during business hours In a safe at your premises or a bank night safe In the homes of directors or authorised employees</p> <p>If, as a result of Robbery or Hold-up, you or employees are killed or suffer a serious permanent injury, a lump sum benefit of £5,000 (or £50 per week for up to 2 years for temporary disablement) is payable</p> <p>Damage to contents of refrigerated cabinets caused by equipment breakdown, failure of the electricity supply or refrigerant leakage up to the sum insured stated in the schedule</p> <p>Reinstatement basis of settlement</p>	<ul style="list-style-type: none"> <li>• An Excess of £250 applies to all losses (this increases to £500 for losses caused by animals in vets surgeries)</li> <li>• Loss or damage to specific valuable items is excluded</li> <li>• Loss or damage when the Buildings are unoccupied is excluded unless the loss is caused by Fire, Lightning, Explosion, Earthquake, Aircraft or Impact</li> <li>• Theft that does not involve violent and forcible entry or personal violence is excluded</li> <li>• Damage caused by pollution or a rise in the water table level is excluded</li> <li>• The sums insured must be at least 85% of the value of the Property Insured at the time of a loss or you may have to pay a proportion of the claim yourself</li> </ul> <p>The following are excluded:-</p> <ul style="list-style-type: none"> <li>• Theft from unlocked buildings</li> <li>• Storm or flood damage in the open</li> <li>• The maximum amount payable is £1,000</li> </ul> <p>The maximum amount payable is £10,000</p> <p>Loss of or damage to Money or negotiable documents is excluded</p> <p>Damage by scratching, installation, removal or repairs is excluded</p> <p>The following losses are excluded:-</p> <ul style="list-style-type: none"> <li>• Losses from unattended vehicles</li> <li>• Losses from coin operated machines</li> <li>• Money stolen by employees unless discovered within 7 days or insured by a Fidelity insurance</li> </ul> <p>This benefit does not apply to people under 16 or over 70 years of age. Injury involving intoxication or drugs or any existing physical defect / infirmity is excluded</p> <ul style="list-style-type: none"> <li>• Losses involving refrigeration equipment more than 15 years old is excluded</li> <li>• Losses arising from deliberate action by the electricity supply company is excluded</li> <li>• Refrigeration equipment over 2 years old must be annually inspected and maintained</li> <li>• Average will not apply where the sum insured for the damaged item being reinstated represents at least 85% of its replacement cost as new</li> </ul>	<p>Office Contents</p>

## BUSINESS INTERRUPTION INSURANCE SECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>This section provides cover for any additional costs of working following damage to property insured under the Office Contents Insurance section.</p> <p>Cover is provided for loss arising from damage to property in the vicinity of the premises that hinders or prevents use of or access to the premises</p> <p>Loss arising from closure of the premises due to vermin, pests, defects in drains or defective sanitation is also insured</p> <p>Cover is provided for loss following failure of the public supply of electricity, gas or water at the premises</p>	<p><b>Exclusions:</b></p> <p>The exclusions are similar to those specified under the Office Contents Insurance section</p> <p>The maximum amount payable is 25% of the sum insured</p> <p>The maximum amount payable is 25% of the sum insured</p> <p>There is no cover if the failure of the public supply is            (a) for less than seven hours            (b) as a result of any fault on the installation at your premises            The maximum amount payable is 25% of the sum insured</p>	<p>Business Interruption</p> <p>"gross income" is defined in the Business Interruption section</p> <p>"premises" is defined in the Definitions section</p> <p>"premises" is defined in the Definitions section</p> <p>"premises" is defined in the Definitions section</p>

## LEGAL EXPENSES INSURANCE SECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>The following covers are available at an additional premium:</p> <ul style="list-style-type: none"> <li>• Property Protection cover</li> <li>• Prosecution Defence for Employers</li> <li>• Tenancy Disputes</li> <li>• Statutory Licence Protection</li> <li>• Employment Disputes</li> <li>• Data Protection Act</li> <li>• Prosecution Defence for Employees</li> <li>• Tax Disputes</li> <li>• Inland Revenue Enquiries</li> <li>• Contribution Agency Investigations</li> </ul> <p>The standard Limit of Indemnity for each of the above covers is £100,000 (other than for Tax Disputes where the limit is £25,000).</p> <p>Legal Expenses claims are handled on our behalf by Amicus Legal Limited</p>	<p>The excess shown in the schedule</p> <p>Excluding claims</p> <ul style="list-style-type: none"> <li>• relating to an event that commenced prior to the original start date of cover</li> <li>• involving any deliberate criminal act or omission by you</li> <li>• which are false or fraudulent</li> <li>• involving prosecutions which allege dishonesty or intentional violence</li> <li>• notified more than 180 days after the event</li> <li>• claims where you act without Amicus Legal's consent</li> <li>• notified after you have ceased trading</li> </ul> <p>Condition:</p> <p>Immediate notice must be given to Amicus Legal on becoming aware of any Employment Dispute. For other claims, details must be provided as soon as possible. Amicus Legal's advice must be followed on all claims</p>	<p>Legal Expenses</p>

## PERSONAL ACCIDENT INSURANCE SECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>If an Insured Person is killed or suffers a serious permanent injury, a lump sum benefit of £10,000 (or £50 per week for up to 2 years for temporary disablement) is payable</p>	<p>The amounts shown for Benefits 1 – 5 are 'per unit of cover' and up to 10 units per person may be purchased</p> <p>There is a £500,000 aggregate limit any one loss</p> <p>This section does not apply to people under 16 or over 70 years of age</p> <p>Injury involving intoxication or use of drugs or any existing physical defect/infirmity is excluded</p> <p>Injury arising from specified hazardous pursuits is excluded</p> <p>The hospitalisation benefit is limited to 100 days' benefit in total</p>	<p>Personal Accident</p> <p>Insured Persons are specified in the policy schedule</p>

## GENERAL EXCLUSIONS and CONDITIONS

Significant Conditions	Significant Exclusions	Section of the Policy that contains further details
<p><b>CONDITIONS</b></p> <p>You must comply with the conditions of the policy explained in the General Conditions section of the policy booklet for cover to apply.</p> <p>These include:</p> <ul style="list-style-type: none"> <li>your duty to take reasonable precautions to prevent injury, loss or damage</li> <li>actions you must take as soon as you are aware of a possible claim under the policy.</li> </ul>	<p><b>EXCLUSIONS</b></p> <p>The policy excludes loss, damage, injury or liability arising from or relating to:</p> <ul style="list-style-type: none"> <li>Nuclear or radioactive materials or incidents*</li> <li>Acts of War*</li> <li>Acts of Terrorism (but Employers' Liability cover is sub-limited to £5,000,000 for any one event)</li> <li>Loss, damage or liability that is more specifically insured</li> <li>Fines, penalties and punitive damages</li> </ul> <p>*Not Applicable to Employers' Liability cover</p>	<p>General Exclusions or General Conditions (as appropriate)</p>

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### Cooling Off Period

We hope that you will be happy with your Groupama insurance policy. If, after having arranged this insurance you decide not to proceed, the policy may be cancelled by returning the policy schedule and certificates to the intermediary or organisation that arranged this insurance on your behalf within 14 days of receipt. So long as no incidents have occurred that could result in a claim, we will refund any premium that you have paid.

### Claims

If you wish to make a claim, please telephone:

**01206 731959** for Legal Expenses

**0333 633 9008** for Personal Accident

**0845 112 0492** for all other sections

## **How to complain**

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list.

For complaints about claims, please phone **0845 112 0492** or e-mail **smeclaims@groupama.co.uk**.

For complaints about policy administration and documents, please phone **0870 850 0123** or e-mail **sme@groupama.co.uk**.

If you are not satisfied with our final response, you may be able to pass your complaint to the Financial Ombudsman Service.

## **Financial Services Compensation Scheme**

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0207 892 7300**.