

# estateselect

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## POLICY SUMMARY



## estate select policy

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

The estate select policy is underwritten by U K Insurance Limited and will run for 12 months or as shown on the schedule. Cover for acts of Terrorism is available as an option upon request.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Document.

### Section 1: Public Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit as shown in the Schedule</p> <p>Territorial Limits are UK, the Channel Islands and the Isle of Man</p>	<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>• Health and Safety at Work etc Act 1974</li> <li>• Indemnity to principals</li> <li>• Indemnity to others</li> <li>• Defective Premises Act 1972</li> <li>• Damage to leased or rented premises</li> <li>• Member to member liability</li> <li>• Motor contingent liability</li> <li>• Data Protection Act 1998 (up to £500,000 in respect of all claims in any one period of insurance)</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> </ul>		<ul style="list-style-type: none"> <li>• Bodily injury to any employee</li> <li>• Property belonging to you or under your control</li> <li>• Ownership or use of any craft, or vehicle licensed for road use</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>• Asbestos</li> </ul>

### Section 2: Employers' Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.</p> <p>Territorial limits are UK, the Channel Islands and the Isle of Man</p>	<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> <li>• Cross liabilities</li> <li>• Health and Safety at Work etc Act 1974</li> <li>• Unsatisfied court judgements</li> <li>• Indemnity to principals</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> </ul>	<ul style="list-style-type: none"> <li>• Provisions of law, indemnity is in accordance with any law relating to compulsory insurance of legal liability to employees (but you shall repay to us all sums paid which we would not have been liable to pay but for the provisions of such law)</li> <li>• "Certificate of Employers' Liability Insurance"</li> </ul>	<ul style="list-style-type: none"> <li>• Bodily injury to employees (other than the driver) from being in or on any vehicle where injury results from use by you of a vehicle whilst on the road under the terms of Part VI of the Road Traffic Act 1988</li> <li>• Indemnity to principals</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> </ul>

## Section 3: Material Damage

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Available on a specific "Perils" basis with the option to include peril "Accidental Damage" for:</p> <ul style="list-style-type: none"> <li>Buildings</li> <li>Plant &amp; Machinery and other contents</li> <li>Street furniture</li> </ul> <p>Where the above items are stated in this section on the Schedule.</p> <ul style="list-style-type: none"> <li>Subsidence ground heave and landslip is available as an option in most areas (shown as "Endorsement A" in the Schedule if operative)</li> </ul>	<ul style="list-style-type: none"> <li>Professional fees</li> <li>European Union and public authorities</li> <li>Theft damage to buildings</li> <li>Reasonable boarding up costs and cost of necessary removal or replacement of fixtures and fittings following damage to glass where this is covered under this section</li> <li>Damage to underground services</li> <li>Clearing of drains</li> <li>Loss of metered water (up to £25,000)</li> <li>Contracting purchaser's interest</li> <li>Capital additions (up to 10% of total sum insured of buildings, tenants' improvements and plant, machinery, trade fixtures (and all other contents) or in the aggregate £1,000,000, whichever is less)</li> <li>Cost of debris removal/ re-erection</li> <li>Temporary removal of contents (excluding stock in trade) for cleaning, renovation, repair or similar purposes (up to 15% of relevant sum insured)</li> <li>Temporary removal of contents including stock in trade between premises (up to 15% of the relevant sum insured or £50,000, whichever is less)</li> <li>Fire brigade and rescue services damage to grounds (up to £25,000)</li> <li>Replacement of locks following theft of keys (up to £25,000)</li> <li>Contract price</li> <li>Trace and access (up to £25,000)</li> <li>Fire extinguishment and security equipment expenses (up to £25,000)</li> <li>Loss of rent – where this is covered under this section</li> <li>Unauthorised use of gas, water or electricity (up to £25,000)</li> </ul>	<p><b>Clauses</b></p> <ul style="list-style-type: none"> <li>Reinstatement basis of settlement</li> <li>Sums insured subject to index linking</li> <li>Day one (non adjustable)</li> <li>Workmen</li> <li>Designation</li> <li>Reinstatement of sum insured following a loss</li> <li>Average</li> </ul> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>Theft protections to be put into full and effective operation outside business hours</li> <li>Intruder alarm (operative if the "Intruder Alarm Condition" appears under "Section Endorsements" in the Schedule for this Section)</li> </ul>	<ul style="list-style-type: none"> <li>Bursting by steam pressure of non-domestic boilers</li> <li>Cessation of work or government action</li> <li>Change in water table level</li> <li>Storm, tempest and flood damage to walls not forming part of the structure, fences, gates or moveable property in the open or in open-sided structures</li> <li>Storm, tempest and flood damage caused by frost, subsidence, heave or landslip</li> <li>Theft, other than theft involving forcible and violent entry to or exit from the structures at the premises, or violence or threat of violence to you or any director, partner or employee or their families</li> <li>Theft of property in the open, jewellery and other valuables unless otherwise agreed</li> <li>Various exclusions apply to vacant or disused premises</li> <li>Indirect loss (other than loss of rent if insured under this section)</li> <li>Property let out on hire</li> <li>Loss resulting from you voluntarily parting with title or possession of any property by deception</li> <li>Damage to any part of electrical equipment caused by electrical faults within that part</li> <li>Showcases and automatic or vending machines or their contents outside the structures at the premises unless otherwise agreed</li> </ul> <p><b>Accidental Damage (if selected)</b></p> <ul style="list-style-type: none"> <li>Inherent vice, deterioration, wear and tear</li> <li>Faulty or defective workmanship</li> <li>Corrosion, rust, wet or dry rot, dampness, dryness or vermin</li> <li>Change in temperature</li> <li>Cracking or collapse of boilers and other pressure vessels</li> <li>Mechanical or electrical breakdown or derangement</li> <li>Damage caused by subsidence, heave or landslip</li> <li>Fraud or dishonesty</li> <li>Disappearance or unexplained shortage</li> <li>Electrical or magnetic disturbance of electronic records</li> <li>Destruction of or damage to a building or structure caused by its own collapse</li> </ul>

### Section 3: Material Damage *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			<ul style="list-style-type: none"> <li>• Damage to property (other than by fire or explosion) resulting from any production or repair process</li> <li>• Damage to vehicles, craft, contract works, land, roads, bridges, livestock, growing crops or trees unless otherwise agreed</li> <li>• Delay or seizure of goods by the government or other authority</li> </ul>

### Section 4: Engineering Damage to Plant and Machinery

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Sudden and unforeseen damage:</p> <ul style="list-style-type: none"> <li>• to the "Property Insured" by: <ul style="list-style-type: none"> <li>• Breakdown</li> <li>• Collapse</li> <li>• Explosion</li> </ul> </li> <li>• by Fragmentation</li> </ul> <p>When more than one option is available the Schedule will state which options apply</p>	<ul style="list-style-type: none"> <li>• Automatic cover</li> <li>• Temporary removal</li> <li>• Machinery movement (up to £25,000)</li> <li>• Damage to own surrounding property – pressure explosion (up to £1,000,000)</li> <li>• Hired in plant (up to £50,000)</li> <li>• Cost of substitute equipment (up to £10,000)</li> <li>• Hazardous substances (up to £25,000)</li> <li>• EEI (environmental and efficiency improvements) (up to 125% or £25,000 whichever is the less)</li> <li>• Emergency services (up to £10,000)</li> <li>• Further Extensions apply as stated under Section (Supplemental)</li> </ul>	<ul style="list-style-type: none"> <li>• Basis of settlement</li> <li>• Restricted life</li> <li>• Multiple lifting operations</li> <li>• Hiring conditions</li> <li>• Further Conditions apply as stated under Section (Supplemental)</li> </ul>	<ul style="list-style-type: none"> <li>• Specific perils</li> <li>• Damage to: <ul style="list-style-type: none"> <li>• Non-metallic protective linings, batteries, rubber tyres</li> <li>• Tools, cutting edges, moulds, dies, patterns, non-metallic linings, pulverising and crushing surfaces, flexible pipes, trailing cables, driving belts or bands or parts requiring periodic renewal</li> </ul> </li> <li>• Further Exclusions apply as stated under Section (Supplemental)</li> </ul>

### Section 5: Removal of Trees

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>• Removal of fallen trees</li> <li>• Lopping of trees deemed dangerous to the Public</li> </ul> <p>Following operation of specific "Perils":</p> <ul style="list-style-type: none"> <li>• Fire, Lightning</li> <li>• Explosion</li> <li>• Aircraft</li> <li>• Earthquake</li> <li>• Storm, Tempest</li> </ul>		<ul style="list-style-type: none"> <li>• Routine inspections</li> <li>• Periodic survey by an arboriculturist</li> <li>• Any legal restrictions are satisfied</li> </ul>	<ul style="list-style-type: none"> <li>• Damage caused by: <ul style="list-style-type: none"> <li>Impact (other than by aircraft)</li> <li>Malicious Damage</li> <li>Any other Accidental Damage</li> </ul> </li> <li>• Pruning, pollarding or any other routine management of Trees</li> <li>• Extraction of roots following Tree removal</li> </ul>

Full details will be shown in the Policy Document.

## General Conditions

<ul style="list-style-type: none"> <li>Misrepresentation</li> <li>Reasonable Precautions</li> </ul>	<ul style="list-style-type: none"> <li>Change of Risk or Interest</li> <li>Adjustment of Premium</li> </ul>	<ul style="list-style-type: none"> <li>Cancellation</li> <li>Instalments</li> </ul>	<ul style="list-style-type: none"> <li>Choice of Law</li> <li>Contracts (Rights of Third Parties) Act 1999</li> </ul>
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## Claims Conditions

<ul style="list-style-type: none"> <li>Action by the Insured</li> <li>The Right of the Company</li> </ul>	<ul style="list-style-type: none"> <li>Fraudulent Claims</li> <li>Conditions Precedent</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>
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## General Exclusions

<ul style="list-style-type: none"> <li>War, Government Action and Terrorism</li> <li>Sonic Bangs</li> </ul>	<ul style="list-style-type: none"> <li>Radioactive Contamination</li> <li>Pollution or Contamination</li> </ul>	<ul style="list-style-type: none"> <li>Date Recognition</li> <li>Marine Policies</li> </ul>	<ul style="list-style-type: none"> <li>Computer Virus and Hacking</li> </ul>
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## Further Information

### Other features

24 hour business assistance services

Helpline services available 24 hours a day, 7 days a week for:-

- Business Legal Advice Helpline on any business problem including employment, VAT, contract disputes etc (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG)
- Business Emergency Assistance Helpline - rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG)
- Emergency Glazing and Security Assistance Helpline - rapid call outs for any glazing or door and window security problems (supplied by HomeServe on behalf of NIG)  
Instalment Payment Method available in most cases

### 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.

### Termination

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

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. 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, quoting your policy number.

The Chief Executive,  
NIG, Crown House, 145 City Road, London EC1V 1LP.

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:

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: **0845 080 1800**.

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised and regulated by the Financial Services Authority, registration number 202810. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk](http://www.fsa.gov.uk), or the Financial Services Authority can be contacted on **0845 606 1234**.

### 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](http://www.fscs.org.uk).



