

Surgery Protection Policy Specially arranged by Compass Underwriting Limited Policy Summary

The **Surgery Protection** policy is specifically designed to meet the insurance needs of Healthcare Professionals and provides a range of optional sections to meet their individual needs.

This document summarises the wide protection and benefits available with the **Surgery Protection** policy. Full details of the policy cover, including terms, conditions and exclusions, are contained in the policy document. It is important that you read the policy document carefully, which is freely available on request from your insurance broker.

This Summary does not constitute any evidence of insurance.

The **Surgery Protection** policy is underwritten by Sterling Insurance Company Limited and is backed by Sterling's commitment to provide a quality product.

Business helpline services – available 24 hours a day, 365 days a year

Premises, Legal, Counselling (including stress related) Tax and Glass helpline services are included in your policy. Please see your policy for full details.

General Policy Conditions and Exclusions

The **Surgery Protection** policy contains general policy conditions and exclusions which are summarised below. This is not an exhaustive list.

All sections may be subject to special conditions. Please refer to a specimen policy wording for full details.

Significant General Policy Conditions	Significant General Policy Exclusions
<ul style="list-style-type: none"> - Cancellation - Change in risk - Reinstatement of sum insured - Reasonable care - Minimum security standards - Compliance with warranties - Fraud 	<ul style="list-style-type: none"> - radioactive contamination (but such contamination caused by terrorists may be covered under a separate Terrorism policy) - war, invasion, civil war, rebellion or revolution - any act of terrorism other than in respect of bodily injury to an employee arising out of and in the course of employment in the business (Note: cover for most acts of terrorism is available under a separate Terrorism policy) - sonic bangs - confiscation, nationalisation or requisition by any government or authority - computer viruses - gradual pollution or contamination - property being heated - overrunning or self-heating of electrical machines not resulting in fire - theft by you or any of your directors, partners or employees - theft, malicious damage, escape of water or oil or breakage of glass or sanitary ware when your business has ceased to trade or your premises are unfurnished or untenanted - disappearance, unexplained loss or inventory shortage - failure of any computer to recognise a valid date.

Section 1 – Surgery Property Damage

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Loss or damage to contents or buildings (and resultant loss of Rent, if required) caused by fire, lightning, explosion, earthquake, aircraft, theft involving forcible and violent entry or exit, riot or civil commotion, malicious damage, impact, storm, flood, escape of water or oil, collapse of television or radio aerials, falling trees or branches, subsidence and accidental damage.</p> <ul style="list-style-type: none"> - external CCTV equipment and security lighting - property at trade shows or exhibitions - loss of metered gas or water - cost of tracing source of water or oil leaks - goods in transit - medical bags and contents - precious metals, alloys and drugs - replacement of locks/keys following theft of keys - theft damage to the premises - sanitary ware and underground pipes and cables - Seasonal increase for Drugs 	<ul style="list-style-type: none"> - computing and ancillary equipment at the premises (see Section 9) - the first £150 of each claim in respect of surgery property damage (£500 for theft claims for audio visual equipment unless the premises are protected by an NSI approved alarm) - the first £1,000 in respect of damage by subsidence, ground heave or landslip. - losses from unattended motor vehicles unless adequately protected and garaged overnight - storm, water or oil damage to property in basements or outbuildings unless raised 150mm above floor level - up to £2,500 - up to £5,000 - up to £10,000 - up to limit shown in the schedule - up to £2,500 as standard - up to £1,000 as standard - up to £1,000 - up to £25,000 - 60% increase during September, October and November.
<p>Glass</p> <ul style="list-style-type: none"> - breakage or damage of plain plate, sheet or wired glass including resultant damage to framework and the necessary cost of boarding up - including loss destruction of or damage to any alarm foil or other security devices caused by the breakage of glass at the premises or in the buildings - including loss destruction of or damage to any armoured, bent or other special glass or lettering or designs superimposed on glass 	<ul style="list-style-type: none"> - the first £150 of each claim in respect of glass - up to £2,500 - up to £2,500

Section 1 – Surgery Property Damage cont’d.

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Money</p> <ul style="list-style-type: none"> - loss of business money limit any one loss - whilst in transit in the personal custody of the insured or any authorised employee or whilst contained in a bank night safe - on the premises <ul style="list-style-type: none"> - during business hours - outside business hours <ul style="list-style-type: none"> - in a locked safe - not in a locked safe - at your home or the home of an authorised employee - loss of recorded crossed cheques, crossed postal orders, credit card sales vouchers and VAT purchase invoices - repair or replacement of any safe, security case or bag damaged following theft - misuse of business credit cards 	<ul style="list-style-type: none"> - up to £3,000 - up to £3,000 - up to £1,500 - up to £250 - up to £500 - up to £250,000 - up to £2,500 - up to £500
<p>Personal Assault</p> <ul style="list-style-type: none"> - bodily injury to you or your employees in the event of assault consequent upon robbery or hold-up whilst engaged in duties connected with the business. - The following amounts are payable as compensation: <ul style="list-style-type: none"> - death, loss of limbs or eyes or permanent total disablement - temporary total disablement - damage to clothing and personal effects 	<ul style="list-style-type: none"> - up to £10,000 - not exceeding 104 weeks - £100 per week - limit for each person £250

Section 2 – All Risks

Significant Features and Benefits	Significant Exclusions and Limitations
<p>As an alternative to covering your business machines (e.g. computers, calculators and communication equipment) against the specified perils under the Surgery Property Damage section, you may wish to select the wider cover available under this section. This will provide cover for any accidental loss or damage within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands</p>	<ul style="list-style-type: none"> - the first £150 of each claim

Section 3 – Business Interruption

Significant Features and Benefits	Significant Exclusions and Limitations
<p>You may choose to insure</p> <ul style="list-style-type: none"> - Loss of income during a selected indemnity period (not less than 12 months). The policy automatically provides cover up to £1,000,000 but a higher sum insured can be selected if necessary. or - Additional expenditure necessarily incurred during the indemnity period to maintain the business following destruction or damage to the contents or buildings caused by a peril insured by Section 1 - Jury service - prevention of access to the premises following damage to nearby property caused by a peril insured - accidental failure of public electricity, water or gas supplies - closure by a competent authority because of defective sanitation, infestation by vermin or pests at the premises - poisoning caused by food or drink - notifiable infectious or contagious disease, murder, suicide or rape at the premises - damage at the premises of a UK supplier 	<ul style="list-style-type: none"> - corruption of computer records by malicious persons or by accidental damage - limit £2,500 any one claim or £5,000 in all for all claims in any period of insurance - limit £50,000 - limit £50,000 - limit £25,000 - limit £25,000 - limit £25,000. Certain diseases excluded (see policy document) - limit £25,000

Section 4 – Book Debts

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Loss of outstanding debit balances owed by customers which you are unable to trace following loss of or damage to books of account and other records caused by a peril insured by Section 1, including the additional expenditure incurred in tracing the amounts owed.</p> <ul style="list-style-type: none"> - The policy automatically provides cover up to £25,000 if Loss of income has been insured under Section 3, but a higher sum insured can be selected if necessary. 	<ul style="list-style-type: none"> - deliberate falsification of business records - erasure or distortion of information on computer systems and other records - corruption of computer records by malicious persons or accidental damage

Section 5 – Employers’ Liability

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Legal liability for injury to employees as required by current UK legislation, up to a limit of £10,000,000 (£5,000,000 if arising out of terrorism) any one cause inclusive of legal defence costs.</p> <ul style="list-style-type: none"> - legal costs incurred in the defence of criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 	<ul style="list-style-type: none"> - limit £10,000 in any one period of insurance - work in connection with asbestos, or liability arising from exposure to or inhalation of asbestos - actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Section 6 – Public Liability

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Legal liability for accidental injury to the public or damage to their property as a result of defects in your premises or negligence by you or your employees in the conduct of your business, up to a limit of £2,000,000 any one cause plus legal defence costs incurred with our written consent.</p> <ul style="list-style-type: none"> - obstruction, trespass or nuisance - contingent motor liability for non-owned vehicles - damage to leased, hired or rented premises (excluding the first £250) - liability incurred under the Defective Premises Act 1972 - legal costs incurred in the defence of criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 – limit of £10,000 in any one period of insurance 	<ul style="list-style-type: none"> - work in connection with asbestos, or liability arising from exposure to or inhalation of asbestos - work in connection with power stations, refineries and in other hazardous situations - watercraft unless hand propelled or less than 7 metres in length, or aircraft - any machinery or boiler that does not have an inspection certificate as required by law - vehicles used in circumstances where road traffic legislation requires insurance or security - liability arising from products other than trade samples or materials used in documents - treatment, therapy, medical advice, fitness instruction or administration of drugs or medicines - use of solaria, sunbeds, saunas and hydro-massage facilities - the cost of cleaning up or removal of or damage to property arising out of asbestos - professional liability - provision of advice or any plan, design, formula or specification given separately for a fee - fines, penalties or liquidated, punitive or exemplary damages - the first £250 of surgery property damage claims occurring away from your premises - actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Section 7 – Products Liability

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Legal liability for accidental bodily injury or damage to property caused by products sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you and no longer in your possession or control up to a limit of £2,000,000 in any one period of insurance plus legal defence costs incurred with our written consent.</p> <ul style="list-style-type: none"> - legal costs incurred in the defence of criminal proceedings in respect of a breach of the Consumer Protection Act 1987 or the Food Safety Act 1990 - limit £25,000 in any one period of insurance - compensation for court attendance as a witness at our request, not exceeding £250 per day for directors or partners at £100 per day for employees - legal defence costs and expenses incurred with our written consent - in addition to the limit of indemnity. 	<ul style="list-style-type: none"> - provision of advice or any plan, design, formula or specification given separately for a fee - liability arising from any products manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by you - fines, penalties or liquidated, punitive or exemplary damages - loss of or damage to products or the cost of making good or recalling products or the cost of rectifying defective work - any drug or medical preparation obtainable on prescription from a medical practitioner - any cosmetics, toiletries, animal feeds, seeds, fertilisers, insecticides or pesticides unless of proprietary manufacture - liability arising from exposure to or inhalation of asbestos - the cost of cleaning up or removal of or damage to property arising out of asbestos - actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands - liability arising in the USA or Canada from any products which with your knowledge will be sold or supplied to or used within these countries - liability arising from any products which with your knowledge are used in the motor industry other than those not affecting the safety, stability, steering or braking of any vehicle - liability arising from any products which with your knowledge are used in the aircraft, space, petro-chemical, gas, off-shore, ship building and repair or nuclear industries

Section 8 – Deterioration of Refrigerated Stock

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Deterioration of stock caused by breakdown of refrigeration units or failure of public electricity supply up to £5,000 provided you have a manufacturer’s guarantee or a maintenance contract for any refrigeration unit which does not have hermetically sealed motors and compressors.</p>	<ul style="list-style-type: none"> - the first £250 of each claim - deliberate act of the electricity supply authority - loss in any unit which is over 10 years old at the commencement of any period of insurance

Section 9 – Computer Damage or Breakdown

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Accidental loss, destruction or damage to computing and ancillary equipment and the loss of information stored on integral fixed disks.</p> <ul style="list-style-type: none"> - breakdown or derangement up to £10,000 - accidental loss, destruction or damage to computer records - additional cost of working 	<ul style="list-style-type: none"> - breakdown if no guarantee or maintenance agreement - the first £150 of each claim (£500 for theft claims unless the premises are protected by an intruder alarm system installed by a company approved by N.A.C.O.S.S. or by such other installers as may have been approved by the company in writing) - losses from unattended vehicles unless adequately secured with all insured items completely hidden from view and garaged overnight - consequential losses

Section 10 – Commercial Legal Expenses

The indemnity by this section is provided by DAS Legal Expenses Insurance Company Limited, a private company limited by shares and incorporated in England and Wales under Registered No. 103274. Its head and registered office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH. It is authorised and regulated by the Financial Services Authority and appears in the Financial Services Authority's register under number 202106.

What DAS pay

This Section will pay legal costs up to £100,000 including solicitor's and barrister's fees, court costs, expenses for eye witnesses, attendance expenses and accountant's fees. DAS will also pay the cost of defending an appeal.

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Employment Disputes and Compensation Awards</p> <p>(1) Employment Disputes</p> <ul style="list-style-type: none"> - defending your legal rights prior to the issue of proceedings in a court or tribunal following dismissal of an employee - defending your legal rights in respect of any dispute with an employee or ex-employee or a trade union acting on their behalf relating to their contract of employment - defending your legal rights in respect of any dispute with an employee, prospective employee, or ex-employee arising from an alleged breach of their statutory rights under employment legislation <p>(2) Compensation Awards</p> <ul style="list-style-type: none"> - In respect of a claim DAS have accepted under Employment Disputes cover, DAS will pay any basic and compensatory award and/or compensation awards arising from an alleged breach of an employee's, prospective employee's or ex-employee's statutory rights under employment legislation provided that: <ul style="list-style-type: none"> throughout the employment dispute, you have either followed ACAS Code of Disciplinary Practice and Procedures in Employment or sought and followed advice from DAS's legal advice service. The policy limit of indemnity applies to the aggregate of the sums payable for Employment Disputes and Compensation Awards relating to the same incident. <p>(3) Service Occupancy</p> <ul style="list-style-type: none"> - Negotiating for your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible. <p>Legal Defence</p> <ul style="list-style-type: none"> - defending your legal rights or your employee's legal rights prior to legal proceedings when dealing with the police or Health and Safety Executive where it is alleged that you or your employees have or may have committed a criminal offence in connection with your business activities - defending non-motor criminal prosecutions arising from your business activities - defending civil actions taken against you or your employees for compensation under section 13 of the Data Protection Act 1998, including the payment of any compensation award made against you or your employees - defending a civil action taken against you for wrongful arrest in respect of an accusation of theft - defending your employee's legal rights if civil action is taken against them under legislation for sex, race, disability, age, religious belief or political opinion - defending your employee's legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of your employees - appealing against the imposition or terms of any Statutory Notice issued under UK legislation affecting your business <p>Property Protection and Bodily Injury</p> <p>(1) Property Protection</p> <ul style="list-style-type: none"> - Negotiating for your legal rights in any civil action following any event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass. This does not include defending your legal rights except in the event of a counter-claim <p>(2) Bodily Injury</p> <ul style="list-style-type: none"> - At your request, negotiating for your employees' legal rights following an event causing the death of, or bodily injury to an employee, in a non-motor accident arising from their employment. This does not include defending your employees' legal rights except in the event of a counter-claim. <p>Tax Protection</p> <p>(1) Inland Revenue Investigations, Full Enquiries or Aspect Enquiries</p> <ul style="list-style-type: none"> - Negotiating on your behalf and representing you in any appeal proceedings in respect of a full enquiry and/or aspect enquiry carried out by the Inland Revenue. <p>(2) Employers Compliance</p> <ul style="list-style-type: none"> - Negotiating on your behalf and representing you in any appeal proceedings in respect of a dispute concerning your compliance with Pay As You Earn or Social Security regulations following a review by Inland Revenue or the Department of Social Security Contributions Agency <p>(3) VAT Disputes</p> <ul style="list-style-type: none"> - Negotiating on your behalf and representing you in any appeal proceedings following an assessment issued by HM Customs and Excise in respect of Value Added Tax due. 	<ul style="list-style-type: none"> - damages for personal injury or loss of or damage to property - the advice of DAS must be sought and followed - the total awards payable shall not exceed £1,000,000 in any one period of insurance - any claim relating to defending the insured's legal rights other than defending a counter claim - any claim which leads to you being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle - a contracts entered into by you - goods in transit, lent or hired out - goods not at your business premises unless being used by you - mining subsidence - defending your legal rights other than defending a counter-claim - damage to or caused by motor vehicles - any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident - defending an insured person's legal rights other than defending a counter-claim - a motor vehicle owned or used by, or hired or leased to an insured person - in respect of aspect enquiries the first £200 of costs and expenses in each and every claim - DAS will not pay more than £2,000 for aspect enquiries - the failure to register for Value Added Tax - any investigation or enquiries undertaken by the Inland Revenue Special Investigation Section or Special Compliance Office - any investigation or enquiry by HM Customs and Excise into alleged dishonesty or alleged criminal offences - tax avoidance schemes

Customer Service Information

1. Sterling Insurance Company Limited

Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services. Our FSA register number 202012. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company limited is a member of Sterling Insurance Group Limited.
Head and Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ.

Commercial Legal Expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited, a private company limited by shares incorporated in England and Wales under registered number 103274.
Its head and registered office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH. It is authorised and regulated by the FSA and appears on the FSA's register under number 202106.

2. Disability Discrimination Act 1995

In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

3. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

4. Premiums

Premiums are payable annually to Compass Underwriting Limited. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

5. Duration of contract

The first period of insurance under your Policy will be 12 months unless otherwise requested by you and agreed by Sterling.

6. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

7. Notification of a claim

If you have a claim, or are aware of an incident that could result in a claim, please contact Sterling Insurance Company Limited on 0845 271 1300.

Complaints Procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is procedure that you should follow:

If you have a complaint under this policy, you or your professional adviser should contact us at:

The Customer Services Manager
Sterling Insurance Company Limited
50 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4JX

or telephone us on: 0845 271 1300

or e-mail us on: info@sterlinginsurancegroup.com

If you remain dissatisfied you may, under certain circumstances, refer your complaint to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 080 1800

Website: www.financial-ombudsman.org.uk

Please note the Financial Ombudsman Service will only normally consider a complaint once we have issued a final decision.

Following this procedure will not affect your Legal rights.