

CHINA TAIPING INSURANCE (UK) CO LTD







OFFICE POLICY SUMMARY





History

You are in good hands.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985, it is a member of the ABI.

Since China Taiping UK began trading, it has established a prominent business stature within the Chinese community as well as in the UK's society in general and we have more than 30 years of experience in underwriting.

We are committed to delivering an excellent and sincere customer service so we can give you the peace of mind you deserve.

We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority in the UK no. 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and we transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand your trade and your challenges as a business owner so we are confident that we can protect your business against the insured risks and give you the peace of mind you need.

We also have an excellent professionally trained in-house claims team who understand your needs and will diligently and sincerely listen to you so as to provide you with the best solutions to get your business back on track as soon as possible after a loss.

Your Policy is built of different parts that we advise you read carefully so as to understand all terms and conditions and also to check that all details are correct and relevant as they form the basis of your contract with us including this Proposal Form.

Please ensure that you contact us or your insurance adviser as appropriate as soon as reasonably possible if you think that there are amendments to be made or new circumstances that would affect your insurance.

If you would like to find out more about us please visit our web site at: www.uk.cntaiping.com



keyfacts



Good news!

We have created a brand new warranty-free All Risks Office wording with new trade specific extensions and we are proud to be able to reassure you that all amendments were made first and foremost with you and your business needs in mind so we are confident that You will find these changes beneficial to you.

This booklet is intended as a Policy Summary and as such it does not contain full terms and conditions of the policy. The optional covers will only apply if you have specifically selected them. Full terms and conditions and more details can be found in the policy documents, a copy of which is available on request.

What is the Office Policy?

The Office policy is designed to give you a tailored insurance contract to cover the legal liabilities, assets and earnings of your business. The policy has a 12-month duration from the date of inception.

What if you change your mind?

If you are a sole trader or an individual you can cancel within 14 days, the cooling off period. You will receive a full refund of paid premium provided there have been no notified or paid claims.

For any subsequent cancellation after 14 days, this Policy can be cancelled at any time upon your request and provided there have been no claims paid, reported or outstanding, we will refund a prorata proportion of the paid premium.

More details can be found in your policy wording.

How can you make a Claim?

If you need to notify a claim or any circumstances that may give rise to a claim, you should contact your insurance adviser in the first instance. Alternatively, you may contact us as follows:

Claims Department
China Taiping Insurance (UK) Company Ltd
2 Finch Lane
London
EC3V 3NA

Telephone: 020 7839 1888

Fax: 020 7621 1202

Email: newclaims@uk.cntaiping.com

More details can be found on the policy wording.

How do I make a complaint?

We make every effort to deliver a high quality service to our policyholders. If you wish to make a complaint you should contact:

The Compliance Officer
China Taiping Insurance (UK) Company Ltd
2 Finch Lane
London
EC3V 3NA

Telephone: 0207 839 1888

Fax: 0207 621 1202

Email: compliance@uk.cntaiping.com

More information on how we deal with complaints can be found on the policy wording. If we are unable to resolve the complaint, we will provide details of the Financial Ombudsman Service, which offers free independent advice on complaints solutions.

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London, E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

What happens if we were unable to meet our obligations?

China Taiping Insurance (UK) Company Ltd contributes to the Financial Services Compensation Scheme (FSCS) so you may be entitled to compensation if we were unable to meet our obligations.

Further information about the compensation scheme is available at www.fscs.org.uk or by calling the FSCS on 0800 6781100 or 020 7741 4100.

CORE COVERS • Section 1 - Contents

Main Benefits:

- ✓ All Risks cover including damage to or loss of office Contents including Theft cover and Subsidence, Tenants Improvements, Valuable records, Glass, including boarding up costs and Sanitaryware breakage, Computer Breakdown and Money.
- ✓ Day One Reinstatement basis and Index Linking basis to account for inflationary increases on sums insured.
- Capital Additions up to 10% or £500,000 whichever is the less.
- Contract Price Extension for damaged stock sold but not yet delivered.
- Cost of Metered Utilities Extension up to £25,000 any one period of insurance.
- ✓ Damage to Landscape Gardens up to £25,000 any one period of insurance.
- ✓ Debris Removal Cost included.
- Document Transmission Extension for insured's liability for cost of damage up to £2,500 any one claim.
- ✓ Exhibitions Extension for property being exhibited up to £20,000.
- Fire Extinguishing Expenses included up to £10,000.
- Personal Effects of employees, directors and visitors are covered up to £1,000 per person including £250 for any one pedal cycle.
- ✓ Cost of Professional Fees incurred by you in reinstating your property are included up to the sum insured for each item.
- Cost of replacing locks are included up to £5,000 any one premises.
- Property, temporarily removed from your business whilst travelling in Europe is included up to 10% of the item sum insured or £5,000 any one item.
- ✓ Costs to trace and access the source of damage from escape of water or oil are included up to £25,000.
- ✓ Accidental damage or loss to underground water, gas, oil, drains or sewer pipes are included up to £5,000.

Main Exclusions:

- Frost, gradual deterioration, weight of snow, inbuilt defect, defective workmanship and wear and tear.
- Theft by any employee unless by forcible and violent entry to or exit from the premises.
- Scratching and/or chipping of glass or sanitaryware.
- Property in the open or open sided structures.
- Rot, mildew, rust, corrosion, insects, woodworm, vermin.
- Mechanical breakdown, failure, derangement, depreciation or any computer virus.
- Disappearance or deception.
- Property undergoing any process or treatment or under development.
- Vehicles licensed for road use.
- Amounts in excess of policy limits and excesses as per the schedule.
- The first £1,000 of each and every claim for Subsidence damage.
- The first £100 of claims for damage to personal effects and mobile phones.
- > The first £250 of any other claim.

Section 2 - Business Interruption

Main Benefits:

- ✓ Loss of Gross Revenue and Gross Rent, during any business interruption that follows insured damage as a result of an incident to contents during the period of insurance. The sum insured and the limit of indemnity can be chosen by you. Gross Revenue to £250,000 and ICOW to £50,000 automatically included in the standard cover.
- ✓ Any additional reasonable charges payable by you to your professional accountants to produce details or evidence as required by us.
- ✓ Increased Cost of Working cover for a sum insured that can be selected by you for a period of 12 months to cover additional expenses such as the cost of obtaining temporary offices or surgeries, additional employment costs etc. that are necessary and have been reasonably incurred.
- ✓ Book Debt cover up to £50,000 to cover untraceable outstanding debts if your accounts are destroyed.
- ✓ Additional reasonable expenses incurred by you as a result of an employee or group of employees resigning following a lottery win of over £100,000. Cover up to £50,000 in any one period of insurance.
- ✓ Additional reasonable expenses incurred by you as a result of a murder or suicide at the premises. Cover up to £250,000 any one claim and £500,000 in any one period of insurance.
- ✓ Additional reasonable expenses incurred by you as a result of an occurrence of Legionella or organisms likely to cause a 'Specified Illness' at the premises, as listed in the policy wording. Cover up to £250,000 any one claim and £500,000 in any one period of insurance.

Main Exclusions:

- > Exclusions 2-17 as shown under Section 1 Contents.
- Deliberate falsification of records.
- Any costs incurred to clean, replace, repair, recall or check any property or for making a refund.
- Any erasure, loss, distortion or corruption of information on computer systems or other records programs or software arising from a peril not shown in the schedule in so far as not otherwise excluded or deliberately caused by rioters, strikers, etc. participating in labor disturbances or civil commotions or malicious persons.
- Accidental computer breakdown.
- Bursting of any vessel machine belonging to you or in your control (other than a boiler on the premises or a domestic boiler) in which internal pressure is due to steam only.

Main Conditions:

Computer data back-up regime, two back-up copies required. Copies to be taken every 48 hours.

• Section 2 - Business Interruption Continued

Main Benefits:

- ✓ Additional reasonable expenses incurred by you as a result of closure, in whole or in part, of the premises by a competent public authority following defects in drains or other sanitary arrangements, or the discovery of pests or vermin at the premises. Cover up to £250,000 any one claim and £500,000 in any one period of insurance.
- ✓ Regardless of whether your property at the premises is damaged or not, additional reasonable expenses incurred by you as a result of your premises being inaccessible due to damage to property in the vicinity up to £250,000.
- ✓ Failure of Supply extension provides business interruption cover arising from accidental failure of gas, electricity, telecommunications and water, up to the terminal feeds at the premises up to £250,000.
- ✓ Public Utilities extension provides business interruption cover arising from damage to property at the electricity station or sub-station gas or waterworks of the public supply undertaking up to £250,000.
- ✓ Records extension for business interruption following damage at premises to which your books of accounts are temporarily removed or whilst they are in transit within the geographical limits.



Section 3 - Money

Main Benefits:

- ✓ In transit up to £5,000 automatically included in the standard cover.
- ✓ Crossed cheques and other non-negotiable money up to £250.000.
- ✓ Cash and other negotiable money in the safe up to £2,500.
- ✓ Cash and other negotiable money not in a safe or in your / employees' home up to £500.
- ✓ Cash and other negotiable money.
- ✓ Damage to any safe, strongroom, waistcoat, case or bag at the premises by theft or attempted theft up to £2,500.
- ✓ Any amount you become liable for under the terms of use of any bank debit or credit card, cash or charge card used in connection with the business following fraudulent use by any unauthorised persons up to £2,500 any one claim and in any one period of insurance.
- ✓ Personal Accident Assault Extension if you or your directors or employees are attacked during theft or attempted theft of money whilst on business:
 - 1. Death, loss of limb, loss of sight and permanent total disablement £25,000.
 - 2. Temporary total disablement £100 per week for up to 104 weeks.
 - 3. Medical Expenses up to 15% of permanent total disablement or temporary total disablement.
 - 4. Damage to clothing and personal effects up to £500.

Main Exclusions:

- First £100 of each and every claim.
- Losses due to fraud or dishonesty of any director, partner, employee unless discovered within 14 days of its occurrence.
- Loss or damage to money in the post (unless registered post).
- Contents of machines operated by notes, coins or tokens.
- Loss or shortage due to errors and omissions or value depreciation.
- Losses as an immediate result of a business transaction.
- Losses from unattended vehicles.
- Losses caused by the use of counterfeit money.

Main Conditions:

- Money in Transit to be accompanied by able bodies employees aged between 20 and 60 as below:
 - Up to £3,000= One person
 - Between £3,001 and £6,000= Two people
 - £6,001 and above= as per the schedule.
- Money in the collectors' care must be delivered to the premises or to a bank or post office within 24 hours.
- All keys/ combinations/ codes for safes containing money must be held in the personal custody of an authorised person and not left at the premises at any time.
- Insured to keep a complete record of money in transit and at the premises and such record is to be kept in a place other than money

Section 4 and 5 - Employers and Public Liabilities

Main Benefits:

- Employers Liability- your (including any members of your canteen, sports, welfare organisation, fire and first aid services) legal liability to your employees for any death or injury whilst in the course of employment up to £10 million any one claim.
- ✓ Public Liability- your legal liability (including any members of your canteen, sports, welfare organisation, fire and first aid services) in connection with your business for accidental injuries to any member of the public or accidental property damage to property owned by third parties up to £5.000.000.
- Compensation for court attendance as a witness in connection with the defence of a claim up to £500 per day each for insured and directors and £250 per day each for insured's employees.
- ✓ Contractual Liability Extension under Employers Liability only where liability assumed concerns an employee.
- ✓ Cross Liabilities Extension if more than one party is named as the Insured, the policy will cover them separately up to the overall policy limit.
- ✓ Health and Safety at Work, Corporate Manslaughter, Food Safety Act, Consumer Protection Act and Legal Defence costs to defend prosecutions up to £1,000,000 any one period of insurance.
- ✓ Indemnity to any of your principals you are carrying out work for under a contract.
- ✓ Any Unsatisfied Court Judgement of your employee(s) that has been outstanding for longer than 6 months, payment of awards to employee(s) at your request.
- ✓ Contingent Motor Liability for your liability for vehicles not owned or provided by you in connection with the business.
- ✓ Car Park Liability.
- ✓ Liability arising under the Data Protection Act 1998 up to £100,000 in any one period of insurance.
- ✓ Liability arising under Section 3 of the Defective Premises Act 1972 in connection with the premises.
- ✓ Liability for loss or damage to premises leased or rented by you in connection with the business.
- ✓ Overseas Personal Liability.
- ✓ Liability for costs and compensation following charges of Wrongful Arrest.
- ✓ Sudden and Unexpected Pollution.

Main Exclusions:

- > Fines or penalties.
- Manual work away under Employers Liability.
- Mechanically propelled vehicles.
- Work Offshore under Employers Liability.
- Asbestos.
- Advise to customers and Professional or medical services Liability caused by or arising from the ownership, possession or use by you or on your behalf of any aircrafts, hovercrafts or watercrafts.
- Liability directly or indirectly caused by or arising from any component building material that must be removed, encapsulated etc. because of the hazard to human health.
- Liability assumed under contract unless such liability would have attached anyway under this section.
- Cyber Liability.
- ➤ The first £250 of any Public Liability claim for third party property damage.
- > Mildew, mould, spores or allergens.
- Any liability arising from or caused by operations domiciled or registered in the USA or Canada.
- Loss of or damage to property belonging to you or in your charge or control.
- Products Liability other than that arising from books, stationary, documents, second hand possessions previously used by the insured other than motor vehicles and food and drink sold or supplied at the premises.

• Section 6 - Legal Expenses

Main Benefits:

1 Employment Disputes and Compensation Awards

Cover up to £100,000 for defence costs in an Employment Tribunal legal proceeding arising from a breach of an employee's contract or their statutory rights under employment legislation subject to the insured having immediately contacted the Legal Advice Service as soon as they become aware of a potential claim and that the insured follows their advice.

2 Legal Defence

Cover up to £100,000 for legal expenses to defend the insured following:

- ✓ Criminal proceedings in relation to health and safety at work, occupational hygiene, food safety hygiene, food legality or supply of safe goods.
- ✓ Civil proceedings relating to compensation awards under section 22 or 23 of the Data Protection Act 1998 and legal expenses to appeal against the refusal of the Information Commissioner to register the insured's application for notification under the Data Protection Act 1998.
- ✓ Civil action taken against the insured for wrongful arrest following accusation for theft during the period of insurance.
- ✓ Legal actions against the insured for unlawful discrimination of age, race, sex, sexual orientation, disability, political opinion or religious belief.
- Civil action against the insured as a trustee of the employees' pension fund.

Legal expenses to represent the insured whilst appealing any prohibition or enforcement notices under the below legislation:

- ✓ Health and Safety at Work Act 1974
- ✓ Food Safety Act 1990
- √ Fair Employment (NI) Act 1989
- ✓ Data Protection Act 1998
- ✓ Consumer Protection Act 1987

3 Property Protection and Injury

Cover up to £100,000 for legal expenses to defend the insured's legal rights relating to property owned by the insured or for which the insured is responsible following physical damage to this property or any nuisance or trespass or incidents causing bodily injury or death to an insured person.

Main Exclusions:

- The first £250 of each and every claim but for Contract Disputes, where if the amount disputed exceeds £5,000 an excess of £500 applies.
- > Any legal expenses incurred prior to our written acceptance.
- > Any claims where the insured was or should have been aware of, them being outside the period of insurance.
- Fines, penalties, compensation or damages other than compensation awards as covered under Compensation Awards.
- Any claim relating to patents, copyrights, trademarks, registered design, intellectual property and confidentiality agreements.
- > Any incident deliberately solicited by the insured or insured person.
- Any dispute between us and the insured unless dealt with by Special Condition 10 in this section, where it is specified that arbitration can be used to resolve disputes between us and the insured about this policy or a claim if both us and the insured agree to this but either party can still take the dispute to the Court if they so wish after arbitration.
- Any claim relating to the shareholding or partnership share in the insured business.
- Any claim relating to franchise rights or agency rights where the insured have the legal capacity to alter legal relations of another party
- An application for judicial review.
- Any legal action taken by the insured that has not been previously agreed to by us or where the insured does anything to hinder us or the nominated representative of us.
- Any claim if the insured is bankrupt or has filed for bankruptcy or winding up petition, has made an agreement with creditors, entered into a deed arrangement, is in liquidation or part or all of the insured's property is in the hands of a receiver or administrator.

More cover specific Exclusions and General Exclusions of the section are listed in the wording so please refer to Section 6 in our wording and read carefully all relevant parts of the Section.

• Section 6 - Legal Expenses Continued

Main Benefits:

4 Tax Protection

Cover up to £100,000 for legal expenses to defend the insured during an investigation by HM Revenue and Customs following:

- ✓ The commencement of a Tax Enquiry or Cross-Tax Enquiry.
- ✓ An investigation of the insured's compliance with the Pay As You Earn regulations.
- An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

5 Eviction of Squatters

Cover up to £50,000 for legal expenses to secure the eviction from any insured premises of anyone who is not the insured's tenant or ex-tenant and who doesn't have the insured's permission to be there.

6 Contract Disputes

Cover up to £50,000 for legal expenses in relation to the insured's legal rights arising out of a contractual dispute relating to an agreement entered into by the insured for the purchase, hire, lease, hire purchase, service, maintenance, testing, sale of goods or services in relation to a premises insured.

The amount in dispute must be £500 and for an undisputed debt claim the insured must notify us within 90 days of the money becoming payable and have already carried out their standard credit control procedures.

Limit of Indemnity

All claims on all cover have a limit of liability of £500,000 in any one period of insurance.

We offer a 24/7 Legal Advice Service for you to benefit from during the period of insurance. Please see the wording for more details.

Main Conditions:

- The insured must notify us in writing during the period of insurance immediately upon becoming aware of any incidents which may give rise to a claim and give us all the information, documents and assistance needed.
- The insured must give us the reason for wishing to appeal against any decision which must be done before the deadline of lodging the appeal and forward any ET1 or ET3 to us immediately.
- > Any legal expenses must have our prior consent.
- We may appoint a lawyer to pursue or defend the insured. The insured has the right to appoint their own nominated representative and their details must be sent to us before the commencement of any legal proceedings.
- This section will not pay any claim that is covered under any other policy or that would have been covered by another policy if this section didn't exist.
- > The insured may not settle or withdraw a claim without our agreement, in which circumstances cover would immediately terminate and we would have the right to claim back any legal expenses already paid.
- We can take over the conduct and negotiation of any claims or legal proceedings at any time in the name of the insured.

More cover specific Special Conditions and General Special Conditions of the section are listed in the wording so please refer to Section 6 in our wording and read carefully all relevant parts of the Section.

Section 7 - Computer Breakdown

Main Benefits:

- ✓ Damage to computers and ancillary equipment up to the Sum Insured for these items.
- ✓ Additional Increased Cost of Working up to £25,000 for additional costs following the breakdown.
- ✓ Cost of reinstating programs or data, accidentally or maliciously erased and resulting directly from breakdown up to £50,000.
- ✓ Additional Computer Equipment acquired during the period of insurance up to £25,000 or 10% of the Sum Insured whichever is the less.
- ✓ Additional Rental costs for replacement of lease / hire agreement up to £7,500.
- ✓ Costs for necessary modification to the replacement equipment or to software if incompatible with previously used equipment up to £10,000.
- ✓ Loss Prevention Measures up to £5,000.
- ✓ Repair and Investigation costs up to £2,500.
- ✓ Temporary Repairs and Expediting costs up to £2,500.

Main Exclusions:

- > Wear and tear, erosion, corrosion or deterioration.
- Any loss or damage recoverable under the terms of any warranty or maintenance contract.
- The deliberate act of the supplier of electricity or telecommunications, industrial action or use of non-approved equipment.
- > Loss of use of the computer equipment or other consequential losses other than the provided Additional Increased Cost of Working.
- > Damage to any computer equipment which takes in, processes, cuts, shapes, grinds etc. raw materials or any controlling mechanisms.
- > The first £250 of any claim.

Main Conditions:

- > Insured is required to keep the computer equipment well maintained and in a proper state of repair.
- Insured is required to maintain a minimum of 2 back-up copies of computer records to be taken at least once every 48 hours. One copy to be stored off site.

OPTIONAL COVERS

• Section 8 - Buildings

Main Benefits:

- ✓ All risks cover for buildings, including the cost of removal of debris, shoring up, demolition, architects and solicitors' fees
- ✓ Optional Day One and Index Linked uplift.
- Subsidence, ground heave and landslip cover automatically included.
- ✓ Property Owners Liability Extension up to £5,000,000.
- ✓ Capital Additions Extension up to £500,000 or 10% of the sum insured
 whichever is the less.
- √ Trace and Access Extension up to £25,000 or 10% of the sum insured
 whichever is the less.
- ✓ Liability at law under the Defective Premises Act 1972

Main Exclusions:

- Change in the water table level
- > Buildings own collapse unless resulting from an insured peril.
- Corrosion or changes in temperature.
- Inbuilt Defect, wear and tear and Defective Workmanship.
- Damage to fences, gates and open sided buildings caused by wind, rain, hail, sleet, snow, flood or dust.
- Frost or weight of snow.
- Joint leakage or Breakdown.
- Property Insured by other Insurance.
- > Settlement of new structures.
- Damage to Unoccupied Buildings caused by freezing, theft or attempted theft, escape of water and malicious persons.
- > The first £250 of any claim.
- The first £1,000 of any subsidence claim.

Main Conditions:

Flat Roof Condition- All flat roofs to be inspected every 2 years by a qualified builder or surveyor and such records to be kept. Repairs to be carried out within 30 days of inspection.

OPTIONAL COVERS

• Section 9 - Equipment Breakdown

Main Benefits:

- ✓ Damage to equipment up to the Sum Insured. We can provide limits up to a max of £1,000,000.
- ✓ Business Interruption up to £100,000 for any one claim and in one period of insurance.
- ✓ Contents of oil Storage Tanks up to £5,000
- ✓ Hire of Substitute Item up to £5,000 in one period of insurance.
- Expediting Expenses up to £20,000 in one period of insurance.
- ✓ Loss Avoidance Measures up to £5,000 in one period of insurance.
- ✓ Additional costs to remove Hazardous Substances up to £10,000 any one loss.

Main Exclusions:

- > Any fines or liability to third parties and any increase in loss due to a hazardous substance other than specifically insured.
- Any loss or damage recoverable under the terms of any warranty or maintenance contract.
- Wear and tear, erosion, corrosion or deterioration, mould, fungus, mildew or yeast, solidification or chemical reaction in tanks contents
- Hydrostatic, pneumatic or gas pressure test of any boiler or insulation breakdown test of electrical equipment.
- The first £500 of any claim.

OPTIONAL COVERS

• Section 10 - Theft By Employee

Main Benefits:

- ✓ Loss of money due to employee's theft- up to £25,000 any one loss and £100,000 in the aggregate for one period of insurance.
- ✓ Auditors Fees Extension.

Main Exclusions:

- The first £500 of any claim.
- Loss of interest or consequential loss of any kind.
- Any loss where proof is dependent upon an inventory or profit/loss computation.
- Any temporary or borrowed employee.

Main Conditions:

- Standards of control and supervision as per our wording including Audit, Cheque Signing, Payroll, Stocktaking and Computer Security.
- > Employees References to be collected and retained.
- Following discovery of any acts of fraud by an employee, cover for such employee ceases immediately.
- Insured shall identify name and details of employee who committed the acts.
- Any money of the employee held by the insured or any money that would have been payable to the employee but for the fraudulent act shall be deducted from the loss.

OPTIONAL COVERS

Section 11 - Personal Accident

Main Benefits:

- ✓ Cover based on Units of cover of £10,000.
- ✓ Death, loss of limb, loss of sight and permanent total disablement £10,000.
- ✓ Temporary total disablement £100 per week for up to 104 weeks.
- ✓ Medical Expenses up to 15% of permanent total disablement or temporary total disablement.

Main Exclusions:

- The first 14 days of temporary total disablement.
- The first 28 days of temporary total disablement due to injuries sustained whilst playing football, rugby or field hockey.
- Injury resulting from the use of a motorcycle (driver and passenger) or woodworking machinery, racing of any kind, mountaineering, flying and aerial activities, professional sports etc (please refer to the wording).
- Pre-existing conditions and pregnancy, alcohol or drugs use.

Please refer to our wording for more Exclusions on this Section