



## Office Insurance Policy Summary

*Underwritten by a member of the **QBE Insurance Group (QBE)** (details are provided below)*

This insurance is an annual contract unless stated otherwise and it may be renewed at the end of each policy year on the basis of the terms and conditions applicable upon renewal. **For full details of the start date and end date of the policy, you should read the policy schedule.**

This document provides only a summary of the main benefits your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. **For full details of all policy benefits and all terms you should read the policy.**

The policy is divided into a number of sections but not all the sections may operate as part of your insurance. **Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.**

### **Limit of indemnity, sub-limit of indemnity, territorial limit and jurisdictional limit**

This insurance is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. There are also territorial and jurisdictional limits which apply to specific sections of this policy. **Please refer to your policy schedule for confirmation of the applicable limits and territorial and jurisdictional limits.**

### **Excess or deductible**

Most cover sections will carry an 'excess' or 'deductible' being the first amount of each claim or occurrence that you must pay and is not covered by your insurance. The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with a qualification whether the amount will be applied per claim or per occurrence.

### **Conditions**

You must:

- a) make a fair presentation of your risk in proposing for this insurance, including making disclosure in a comprehensive and accurate manner;
- b) notify us of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;
- c) notify us of any and all material changes to the declared business activity or insured risks if you require them to be covered by this insurance; and
- d) comply with the general conditions and any specific conditions designed to reduce the risk of loss.

## **Contents**

### **Significant features and benefits**

This section provides payment following loss or damage to specified property from a list of perils defined in the policy. Damage must occur at the situations agreed with **QBE**. The insurance will cover office contents, computer and ancillary equipment, stock and trade samples and frozen and refrigerated contents as described in the quotation or renewal documentation.

In addition there are a number of cover extensions and where these include a sum insured or limit this amount is inclusive within your selected overall sum insured or limit relating to that item of property. Significant cover extensions are list below.

<b>Contents insurance extensions</b>	<b>Limit any one claim or aggregate</b>
a) plans, deeds, briefs, manuscripts, books, documents and office records limit any one item:	£2,500
b) computer discs and tapes limit any one item:	£2,500
c) personal effects for an amount not exceeding:	£1,000 any one person
d) wines, spirits, cigarettes and tobacco held for entertainment purposes up to a limit of:	£2,500 any one incident
e) works of art, rare books, sculptures, curios and collections for an amount not exceeding:	£5,000 any one incident
f) temporary relocation for cleaning or repair to a premises not owned or occupied by you but within the United Kingdom and Eire	not exceeding 10% of sum insured

The policy includes cover extensions. Please read your quotation or renewal documentation that will confirm if you are covered for:

- Glass breakage
- Money and personal accident (assault)
- Deterioration of stock
- Fidelity guarantee
- Goods in transit
- Exhibitions
- Landscaped gardens
- Lock Replacement
- Loss of metered water
- Rent
- Signs

### **Significant or unusual exclusions or limitations**

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. **QBE** will not pay:

- any sum in excess of the sums insured or limits of liability stated in the quotation or renewal documentation.
- the first amount of each and every claim stated in the quotation or renewal documentation.
- for damage to moveable property in the open, gates or fences caused by storm or flood
- for theft or attempted theft, unless involving entry to or exit from the buildings at the premises, by forcible and violent means or by violence or threat of violence when the premises are closed
- for the dishonesty of employees, other than that provided for in the cover extension of Fidelity guarantee.
- for any fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information or data contained in any computer or electronic data equipment or system.

## All Risks- Specified Business Equipment

### Significant features and benefits

This section provides cover for damage to the property insured by any accident or misfortune occurring anywhere within the territorial limit which is specified in your quotation or renewal documentation.

### Significant or unusual exclusions or limitations

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. **QBE** will not pay:

- the first £250 of each claim;
- for damage arising from wear and tear or from any process of cleaning, dyeing restoring, adjusting or repairing;
- for damage arising from or attributable to the action of light or atmosphere moth, parasites, vermin, corrosion, dampness, marring, scratching, bruising or deterioration;
- for damage by theft or any attempt thereat not involving entry to or exit from the premises by forcible and violent means;
- for any property otherwise insured;
- for damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair;
- for damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is yours or not or where such damage is caused by programming or operators error, virus or similar mechanism or hacking;
- for loss by official confiscation or detention;
- for damage to money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses.

## Buildings

### Significant features and benefits

This section provides cover for damage from specified perils defined in the policy, including:

- the fixed permanent structure at the premises including outbuildings landlords fixtures and fittings therein;
- tenants improvements alterations and decorations at the premises;

### Significant or unusual exclusions or limitations

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. **QBE** will not pay:

- any sum in excess of the sums insured or limits of liability stated in the quotation or renewal documentation.
- the first amount of each and every claim stated in the quotation or renewal documentation.
- for damage to moveable property in the open, gates or fences caused by storm or flood
- for the dishonesty of employees
- for any fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information or data contained in any computer or electronic data equipment or system.

## Computer Breakdown

### Significant features and benefits

This section provides cover for:

- breakdown or failure of any part of the computer equipment or computer records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions;
- failure or fluctuation of the supply of electricity to the computer equipment;
- erasure destruction corruption or distortion of software contained or data stored on fixed disks or computer records;
- Increased cost of working being the additional expenditure necessarily and reasonably incurred by you – maximum liability £25,000;
- the costs of modification of the computer equipment or replacement of computer records together with reinstatement of programs and/or information thereon whichever is the lesser amount to achieve compatibility in the event that the loss – maximum liability £10,000;
- loss as a result of interruption of or interference with the business following damage – maximum liability £25,000.
- the additional rental arising out of the replacement of a lease/hire agreement in respect of the property insured by a new contract for a similar property consequent upon damage – maximum liability £10,000.

### Significant or unusual exclusions or limitations

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. **QBE** will not pay:

- for damage to the property insured:
  - a) occasioned by its own breakdown unless there is in force an approved maintenance agreement providing a minimum service of on call remedial and or corrective maintenance at inclusive costs;
  - b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement;
  - c) for which you are relieved of responsibility under any rental hire or lease agreement;
  - d) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this exclusion shall not apply to subsequent damage which itself results from a cause not otherwise excluded;
  - e) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life;
  - f) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees;
  - g) caused by the use of telecommunications equipment which is not approved by the telecommunications authority;
  - h) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven;
  - i) caused by programming errors or design defects in software.
- the first £250 of each and every loss.
- in respect of coverage extensions any loss cost or expense incurred in consequence directly or indirectly of programming or operator error, virus or similar mechanism or hacking.

## Business Interruption

### Significant features and benefits

This section provides cover for loss of gross revenue or increased cost of working only, as selected, that arises as a result of damage to specified property caused by perils also insured by the buildings and contents section (as applicable) which must occur at the situations agreed with **QBE**.

The insurance will only cover loss of gross revenue or increased cost of working as described in the quotation or renewal documentation. In addition there are a number of extensions where any sum insured or limit stated is inclusive within your selected overall sum insured or limit relating to that item of property or revenue.

The significant cover extensions are listed below.

- Denial of Access – damage to property in the vicinity that hinders access resulting in loss of gross revenue up to full sum insured
- Contract Sites – damage to property located at contract sites up to £100,000 or 10% of the sum insured, whichever is the lesser.
- Suppliers – damage to direct suppliers property that causes interruption to your business up to £100,000 or 10% of the sum insured, whichever is the lesser.
- Supply utilities – damage to supply utilities that causes interruption to your business up to £100,000 or 10% of the sum insured, whichever is the lesser.
- Murder, suicide, sexual assault or disease – damage causing interruption to your business arising from human infectious or contagious disease, murder or suicide, vermin or pests, defective drains or sanitary arrangements, occurring at the premises within a 3 month indemnity period.
- Unspecified customers - damage to direct customers property that causes interruption to your business up to £100,000 or 10% of the sum insured, whichever is the lesser.
- Book Debts – damage to your books of account so as to render it impossible for you to obtain from customers all the sums due to them and outstanding at the date of the damage up to £50,000 any one loss

### **Significant or unusual exclusions or limitations**

The more significant exclusions applying to the policy and that will bar any payment are listed below.

The Business Interruption section excludes:

- any sum in excess of the sums insured or limits of liability stated in the quotation or renewal documentation;
- any payment in excess of the maximum indemnity period stated in the quotation or renewal documentation;
- loss of gross revenue in consequence of damage that is also excluded under the property insurance section;
- loss of gross revenue caused by the deliberate act of a supply authority withholding the supply of water, gas, electricity or fuel.

## **Terrorism**

### **Significant features and benefits**

This section provides indemnity for damages to the property insured under sections – Contents, Building and Business Interruption caused by an act of terrorism provided that:

- it occurs in Great Britain (meaning England, Wales and Scotland, but not the territorial seas adjacent, not Northern Ireland nor the Isle of Man or the Channel Islands);
- it is occasioned through any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence; and
- such act is certified by HM Treasury or a competent tribunal.

### **Significant or unusual exclusions or limitations**

The policy shall exclude claims damage or loss of gross revenue for:

- nuclear installation or nuclear reactor and all fixtures and fittings situated thereon and attached thereon; land or building which is occupied as a private residence;
- losses occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power;
- loss resulting from the alteration, modification, distortion, corruption or damage to any computer or other equipment, component or system that processes stores, transmits or receives data.

## **Personal Accident**

### **Significant features and benefits**

This section provides compensation to the insured person in the event of disablement or permanent injury. The benefits as stated in the schedule are only payable in event of injury or death to a named individual or defined groups of individuals.

The quotation or renewal documentation will detail the benefits and insured person or groups of individuals that are covered.

Injury must arise as a result of single, sudden and unexpected event as a result of an accident.

### **Significant or unusual exclusions or limitations**

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below. **QBE** will not pay:

- any sum in excess of the benefit limits stated in the quotation or renewal documentation.
- for the first number of days (deferment period) of temporary disablement or sickness stated in the quotation or renewal documentation.
- for injury resulting from air travel but this exclusion will not apply if travelling as a passenger in a commercially licensed aircraft.
- for injury resulting from deliberate exposure to exceptional danger, suicide or attempted suicide or intentional self-inflicted injury.
- for injury resulting from engaging in or taking part in:
  - a) naval, military or air force service or operations,
  - b) underwater activities involving the use of breathing apparatus;
  - c) rock climbing or mountaineering, potholing, hunting on horseback, or driving or riding in any kind of race,
  - d) driving or riding on motor cycles or motor scooters other than mopeds.
- for injury resulting from being under the influence of alcohol as defined by the motor vehicle laws or under the influence of drugs or narcotics that are not lawfully available.
- for injury resulting from injury or medical conditions existing before commencement of the policy.
- for injury resulting from venereal disease, hepatitis B, human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS Related Complex (ARC).
- for injury resulting from using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the insured person plays.
- for the death of the insured person, if caused by sickness or natural causes.

## **Employers' Liability**

### **Significant features and benefits**

This section provides an indemnity to employers for their legal liability to compensate their employees following injury in the workplace.

Standard extensions include:

- Costs and expenses – expenses awarded against the insured or incurred in defence of a claim.
- Contractual liabilities – contractual obligations relating to injury to employees.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Data Protection Act 1998 ('DPA') – compensation under the DPA (section 13 of Part II) and defence costs in relation to a prosecution brought under section 21 of Part III of the DPA. This extension shall be subject to certain exclusions as detailed in the policy wording;
- Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 when related to an employee injury.

### **Significant or unusual exclusions or limitations**

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below.

Employers' Liability Insurance excludes liability caused by:

- Injury arising from work on an offshore rig or other installation
- Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any Road Traffic Act.
- Injury to employees arising from war or terrorism where the damages and costs exceed £5,000,000.

## **Public, Products and Pollution Liability**

### **Significant features and benefits**

This section provides an indemnity for liability at law to compensate third parties (not employees) for accidental bodily injury or accidental property damage. Products and pollution liabilities covers are automatically included.

Public, Products & Pollution Liability insurance extensions:

- Costs and expenses – expenses awarded against the insured or incurred in defence of a claim and such defence costs and expenses are payable in addition to the limit of indemnity unless a claim is brought under USA or Canadian jurisdiction, then they form part of the limit of indemnity.
- Contractual liabilities – contractual obligations relating to injury to third parties.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Data Protection Act 1998 ('DPA') – compensation under the DPA (section 13 of Part II) and defence costs in relation to a prosecution brought under section 21 of Part III of the DPA. This extension shall be subject to certain exclusions as detailed in the policy wording;
- Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974.
- Inter-company cross liabilities – the insurance will be applied as if separate policies have been issued to each subsidiary but the maximum sums payable will not be increased and will apply so as to limit the total sum payable across all companies.

### **Significant or unusual exclusions or limitations**

The *policy document* contains a number of exclusions and other limitations. The more significant exclusions applying that will bar any payment are listed below.

Liability for any claim in respect of:



- **injury** to any **employee**;
- **damage** to:
  - i) property belonging to **you**;
  - ii) property which is leased let rented hired or lent to or which is the subject of a bailment to **you**;
- the costs of remedying any defect or alleged defect in land or **premises** sold or disposed of by **you** or for any reduction in value thereof;
- the ownership possession or use by or on **your** behalf of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the **premises**;
- work on offshore installations;
- lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment);
- work away from the **premises** other than commercial duties collection or delivery work;
- any action for **damages** brought in a Court of Law of any territory outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in which **you** have a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding **your** Power of Attorney;
- legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by **you** in connection with any **products** supplied and which would not have attached in the absence of such warranty or guarantee;
- the first £250 of each and every claim for **damage** to property;
- **injury, damage or pollution** caused by or in connection with anything sold or supplied by **you** or which to **your** knowledge are directly or indirectly exported to the United States of America or Canada;
- liquidated damages, fines or penalties, punitive damages, aggravated damages, any additional damages resulting from the multiplication of compensatory damages;
- anything (other than the **products**) that **you** have sold or supplied;
- or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

## Legal Expenses

### Significant features and benefits

This insured section provides legal expenses insurance underwritten by DAS covering costs and expenses you become liable to pay arising out of legal disputes provided that the insured incident happens during the period of insurance and is within the territorial limits. Costs and expenses include legal, accountants and court attendance costs.

DAS run a dedicated 24-hour helpline offering Eurolaw commercial legal advice and counselling for all employees or their immediate family members. As well as the helpline, DAS maintains and regularly updates their website where you can access business tools and advice concerning recent legislation and employment issues.

Please refer to the *policy documentation* for full details of DAS's helpline, website, complaints and claims procedures.

This policy covers:

- Employment disputes and compensation awards
- Property protection and bodily injury
- Legal defence
- Tax protection



- Statutory licence protection
- Optional cover: Contract disputes

### **Significant or unusual exclusions or limitations**

Each of the insured incidents has specific exclusion which relate to them, for full details please read the policy documentation carefully.

Unless otherwise stated in the quotation or renewal documentation or policy addendum the policy shall exclude:

- any claim reported to us more than one hundred and eighty (180) days after the date the person insured should have known about the insured incident.
- costs and expenses incurred before the written acceptance of a claim by us.
- fines, penalties, compensation or damages.
- any claim relating to patents, copyrights, intellectual property, secrecy and confidentiality agreements.
- any claim relating to franchise or agency agreement.
- any insured incident deliberately or intentionally caused by a person insured.
- any claim relating to a shareholding or partnership share.
- judicial review.
- legal action you take which we or the representative has not agreed to.
- bankruptcy.
- any contract dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with professional advisor in connection with the drafting of a lease, licence or tenancy agreement;
- a dispute which arises out of the;
  - a) sale or provision of computer hardware, software, systems or services; or
  - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to your own specification

## Important Information

### Insurance Act 2015

This policy has been amended to take account of the provisions of the Insurance Act 2015, and is intended to comply with them, unless otherwise stated by way of endorsement or in the schedule.

### Your right to cancel

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. **QBE** may issue 30 days written notice of cancellation at any time by writing to your last known address when we will allow a pro rata refund of premium.

### Renewing your policy

If **QBE** are willing to invite renewal of the policy **QBE** will use best endeavours to tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

### Premium payment

The insured is liable to pay the premium as set out in the policy. **For full details of payment of premium and the duration of payments of premium you should read the policy and the schedule.**

### Other restrictions

Certain endorsements that might apply to your policy may restrict cover. **For full details you should read the policy documentation.**

### Claim notification

Should you wish to make a claim you must notify **QBE** as soon as practical on receipt of any claim, suit or becoming aware of circumstances that is likely to lead to a claim. But please read your policy as specific time limits may apply for claim notification. You may contact **QBE** at the address shown below.

### Complaint procedure

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you.

If you wish to contact the insurer directly you can:

- a) e-mail: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com), write to Customer Relations, **QBE** European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD, or telephone 020 7105 5988; or
- b) where the insurer is or includes a Lloyd's syndicate, e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com), write to Lloyd's Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, or telephone 020 7327 5693.

Please note that Lloyd's will consider a complaint only if you are considered to be an 'eligible complainant' by the Financial Ombudsman Service (FOS) – see below.

In each case, you should quote the policy or claim reference.

A summary of the insurer's complaints handling procedure is available on request and will also be provided to you when acknowledging a complaint.

If you feel that your complaint has not been satisfactorily resolved, you may contact the FOS to review the complaint.

To be an eligible complainant, you must be:

- a) a consumer;

- b) a micro-enterprise – a business that has an annual turnover of under EUR2million employing fewer than ten (10) employees;
- c) a charity with an annual income of less than GBP1million; or
- d) a trustee of a trust with net assets of less than GBP1million.

If eligible, you can contact the FOS via its website:

<http://www.financial-ombudsman.org.uk/consumer/complaints.htm>, write to the FOS, Exchange Tower, London E14 9SR, or telephone 0300 123 9 123 or 0800 023 4567.

You must refer its complaint to the FOS (a) within six (6) months of the insurer's final response letter or (b) when the insurer has failed to resolve the issue within eight (8) weeks.

The FOS provides impartial advice free of charge and contacting them will not affect your legal rights.

### **Compensation**

**QBE** is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Compensation for non-compulsory insurance will be paid at 90% with no upper limit and at 100% if the insurance is legally compulsory with no upper limit. Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained from **QBE** at the address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme; PO Box 300, Mitcheldean, GL17 1DY; or from their website (<http://www.fscs.org.uk/contact-us/>).

### **The law and language applicable to the policy**

The law of England and Wales will apply to this contract unless you and the insurer agree otherwise. The language used in this policy and any communications relating to it will be English.

### **Your insurer**

Your quotation or renewal documentation will state the name of the licenced insurer within the QBE Insurance Group (**QBE**) that is providing your insurance cover. It will be one of or a combination of the following companies.

#### QBE Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares (company number 1761561) and is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 202842.

#### QBE Casualty Syndicate 386 and QBE Syndicate 1886

QBE Casualty Syndicate 386 and QBE Syndicate 1886 are managed by QBE Underwriting Limited (company number 01035198) and are Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 204858.

You may check these details by visiting the FCA's website: <http://www.fca.org.uk/> or by contacting the FCA on 0845 606 9966. In the event of a complaint please read the procedure above.

### **Your insurer's Head Office**

The insurer's home state is the United Kingdom and its Head Office and registered address is:  
 Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, Tel: 020 7105 4000, Fax: 020 7105 4019.  
 Registered in England No. 1761561  
[enquiries@qbe-europe.com](mailto:enquiries@qbe-europe.com)