

## Contractors Combined 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.

## **Employers' Liability**

### **Significant features and benefits**

This section provides an indemnity for liability at law to compensate your 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 - valid compensation in respect of damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or material and non-material damage under Article 82 of the General Data Protection Regulation ('GDPR') including associated defence costs, and defence costs in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR. 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 (Sections 2 to 8) when related to an employee injury.
- Statutory defence costs including corporate manslaughter and prosecution costs of £1,000,000.

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

The *policy document* contains a number of exclusions and 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 insurance provides an indemnity for liability at law to compensate third parties (not being employees) for bodily injury or property damage.

Standard extensions include:

- Accidental discovery of asbestos- liability arising following the accidental discovery of asbestos and related defence costs not exceeding £1,000,000.
- Costs – costs and expenses awarded against you or incurred in defence of a claim. Defence costs are generally payable in addition to the limit of indemnity (except for defence costs relating to claims brought in North America where such costs form part of the limit).
- Contractual liabilities – contractual obligations relating to injury to third parties.
- Indemnity to principals – contractual obligations to indemnify the principals for your liabilities arising from injury or property damage in your performance of the contract.
- Data Protection - valid compensation in respect of damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or material and non-material damage under Article 82 of the General Data Protection Regulation ('GDPR') including associated defence costs, and defence costs in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR. This extension shall be subject to certain exclusions and subject to a sub-limit of indemnity 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 contingent upon our prior consent so as to ensure that such costs are reasonable in the circumstances and related to an insured injury.
- Environmental damage - liability for remediation or preventative costs in respect of unintended, sudden and accidental environmental damage to third party property where liability arises under an EU environmental protection statute or statutory instrument.

### Significant or unusual exclusions or limitations

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

- h) liability arising from or relating to:
  - a) injury to employees;
  - b) claims brought in and awards made in any court under North America jurisdiction [but this does not apply to temporary business trips for non-manual work in North America];
  - c) marine or aviation liability;
  - d) liquidated damages, fines or performance warranties;
  - e) punitive, exemplary or aggravated damages;
  - f) war or terrorism;
  - g) property owned or in your custody and control but this does not exclude claims for damage to:
    - h) premises temporarily occupied by you for work,
    - i) visitors personal effects or
    - j) liability for or the costs of recall or making good defective products or workmanship;
    - k) products knowingly incorporated into aircraft or aerial devices;
    - l) gradual pollution or contamination;
    - m) pollution or contamination of land or water within the boundaries of any premises presently or at any time owned or leased by you.
- excludes liability arising from or relating to the following hazardous activities:
  - a) demolition except demolition undertaken with hand held tools and of structures not exceeding 5 metres in height by employees when such work forms an ancillary part of a contract for construction, alteration or repair carried by you;
  - b) construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines;
  - c) pile driving, tunnelling or quarrying;
  - d) involving the use of explosives for any purpose;
  - e) excavations below 3 metres in depth;
  - f) work carried out at height in excess of 15 metres

## Contract Works

### Significant features and benefits

This section provides cover for replacement or repair in respect of damage to the property below by any cause not otherwise excluded.

- Permanent or temporary works carried out under any contract or development and materials used on or next to the site or being transported by road rail or inland waterway within the territorial limits.
- Hired-in plant and equipment including temporary buildings and caravan constructional plant, tools and equipment in connection with the business while on the site of any contract or while being transported by road rail or inland waterway within the territorial limits.
- Own plant and equipment including temporary buildings and caravan constructional plant, tools and equipment in connection with the business while on or next to the site of any contract carried out by you in transit by road rail or inland waterway or elsewhere within the territorial limits.
- Personal effects and tools (but not including furs, money or jewellery) belonging to an employee, or for which an employee is responsible, while on the contract site within the territorial limits, but limited to GBP500 per employee.

### Contractors all risks extensions

This section includes the following automatic cover extensions:

- Continuing hire charges following:
  - a) damage to the hired-in plant and equipment;
  - b) breakdown of the hired-in plant and equipment because of the insured's neglect or misuse
  - c) Debris removal and professional costs in respect of contract works damage subject to (10%) of the sum insured.
  - d) Professional fees incurred in reinstatement - payment architects and surveyors and other fees in connection with the reinstatement of damaged property.
  - e) Expediting costs - extra charges for overtime and the like, required after any damaged property is repaired or replaced excluding the installation of undamaged property and subject to a limit of indemnity of GBP50,000.
  - f) Immobilised plant - payment for necessary costs involved in recovering immobilised or immovable property being used in connection with any contract.
  - g) Off-site storage - costs of temporary offsite storage of contract materials subject to a sub-limit of GBP100,000 any one loss.
  - h) Redrawing plans and documents - costs and expenses up to GBP10,000 for all claims in total during the period of insurance for rewriting or redrawing plans, drawings or other contract documents following their damage.
  - i) Show houses and contents - up to a limit of indemnity GBP250,000.
  - j) Speculative housing - damage cover is extended for six month if the property remains unsold after practical completion subject to a limit of indemnity of GBP250,000.
  - k) Free issue material - provided the total value is included in the declaration to insurers.
  - l) Waiver of recovery rights - waive rights of recovery the insurer may acquire against subcontractors but only in respect of damage to the contract works by any of the specified perils defined in the contract.
  - m) Replacement of locks - GBP500 any one claim.

### 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:

- Faulty workmanship and design - damage to property insured which is faulty due to a defect in the design plan specification materials or workmanship.
- Penalties under contract - penalties under any contract for delay detention or loss of use or indirect loss or damage of any kind.
- Responsibility of other people - damage due to any owner tenant or occupier using any part of the permanent works for which you are no longer responsible under the conditions of the contract.
- Damage attributable solely to change in water table level.
- Damage caused by or consisting of:
  - i) an existing or hidden defect,
  - ii) gradual deterioration, wear and tear, corrosion, rust or rot,
  - iii) change in temperature, colour, flavour, texture or finish.
- Directional drilling.
- Damage to property directly or indirectly of riot or civil commotion occurring in Northern Ireland.
- Theft from unattended vehicles unless locked or secured in a compound or garage and alarmed or immobilized.
- Wet work and tunnelling – (but not cut and cover) where the contract value is greater than GBP25,000.

## Property

### Significant features and benefits

This section provides payment following identifiable loss or damage to specified property from any cause that is not excluded by the policy. Damage must occur at locations agreed with QBE. The insurance will cover buildings, machinery, plant, fixtures and fittings and other tangible contents as described in the quotation or renewal documentation.

### Property insurance extensions

- Re-insatement of documents and computer systems data.
- Architects and other professional fees.
- Materials for incorporation into buildings in course of erection for which you are responsible under contract.
- Alterations, additions and improvements to tangible property but not stock in trade. The limit for this cover extension will be in addition to the sum insured but will not increase any overall policy limit of liability, where applicable.
- Documents, books, computer tapes and records temporary relocated to a premise not owned or occupied by you.
- Property while at exhibitions and trade fairs anywhere in the European Union.
- Fixed glass breakage.
- Leased premises difference in conditions.
- Loss of metered water or gas.
- Temporary relocation for cleaning or repair to a premise not owned or occupied by you.
- Valuables being gold, silver, jewellery, works of art, sculptures, curios and collections, tobacco, wines and spirits.

### 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:

- damage caused by defective design, latent defect, defective materials or defective workmanship.
- for damage to the following property:
  - a) livestock, growing crops or trees,
  - b) watercraft or aircraft,
  - c) in respect of damage caused other than by fire, lightning, aircraft, explosion, riot, civil commotion, malicious persons, impact or earthquake to moveable property in the open, gates or fences,
  - d) any motor vehicle licenced for road use,
  - e) property in the course of erection or installation.
- for theft or attempted theft, unless involving entry to or exit from the buildings at the premise, by forcible and violent means or by violence or threat of violence.
- for the dishonesty of your employees.
- transmission and distribution lines, other than those of on your premises.
- 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.
- for property located outside the territorial limits specified in the quotation or renewal documentation.
- riot or civil commotion happening in Northern Ireland.

## Business Interruption

### Significant features and benefits

This section provides payment following loss of gross profit or gross revenue which arises as a result of damage to specified property provided the property damage is not being excluded by the policy. It must occur at the situations agreed with **QBE**.

The insurance will only cover loss of gross profit, revenue and increased cost of working as described in the quotation or renewal documentation.

### Business interruption extensions

- Contract sites - damage to property situate on a site where the you are carrying out a contract resulting in loss of income.
- Denial of Access – damage to property within 250m that prevents or hinders access resulting in loss of income.
- Notifiable disease – the occurrence of a defined notifiable disease at your premises that results in interruption to trade and loss of income.
- Research and Development – additional expenditure as a result of damage to reinstate research and development projects.
- Utilities – damage to property at land based electrical generating station, gas plant, water processing plant or telecommunications service premises (but not transmission lines or pipes) that results in loss of your income.
- Customers – interruption to your business and loss of income caused by damage at the premises of your customer.
- Suppliers - interruption to your business and loss of income caused by damage at the premises of your supplier.

### 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. Business Interruption excludes:

- a) any sum in excess of the sums insured or limits of liability nor continue for a period that exceeds the maximum indemnity period stated in the quotation or renewal documentation;
- b) loss of income in consequence of damage that is also excluded under the property insurance section;
- c) loss of income caused by the deliberate act of a supply authority withholding the supply of water, gas, electricity or fuel.

## Book Debts

### Significant Features and Benefits

This section provides payment following loss or damage to your records of accounts.

This section also provides payment of expenses for tracing and establishing your customer's debit balances.

The insurance will only cover your book debts as described in the quotation or renewal documentation.

## 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.

### Computer breakdown insurance extensions

- Increased cost of working - additional expenditure necessarily incurred by you to prevent or minimise the interruption of or interference with the work normally carried out by or on the computer equipment and to recompile or restore data or software or replace third party proprietary software in direct consequence of damage to property insured.
- Incompatible of computer records - the costs of modification of the computer equipment or replacement of computer records together with reinstatement of programs and/or information thereon to achieve compatibility in the event that the undamaged computer records are incompatible with the replacement computer equipment.
- Additional rental - the replacement of a lease/hire agreement in respect of the property insured by a new contract for a similar property consequent upon damage.
- Business interruption - loss as a result of interruption of or interference with the business following breakdown.

### 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;
- 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;
- for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement;
- for which you are relieved of responsibility under any rental hire or lease agreement;
- 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;
- 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;
- caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees;
- caused by the use of telecommunications equipment which is not approved by the telecommunications authority;
- 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;
- caused by programming errors or design defects in software.

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.



## 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.

## Goods in Transit

This section provides for payment in event of loss of or damage to stock and other property in transit by road or rail within the United Kingdom including sea transit. **QBE** will not pay any sum in excess of the limit(s) stated in the quotation or renewal documentation.

### Cover extends to include

- transfer expenses;
- employees personal effects lost or damaged in transit during an event where your property is lost or damaged.

### Significant or unusual exclusions or limitations

The more significant exclusions applying that will bar any payment are listed below. This section excludes:

- Explosives or dangerous goods.
- Money - money, coin, bullion and other negotiable and non-negotiable instruments.
- Attractive goods - jewellery, precious stones, furs, curiosities, precious metals, works of art, rare books, documents or manuscripts.
- Fragile articles - breakage of fragile articles unless caused by an accident to the carrying vehicle.
- Lack of reasonable care or precautions:
  - i) Denting bruising or scratching,
  - ii) Inadequate packing,
  - iii) Loss from open sided vehicles
- Theft or any attempted theft from any vehicle belonging to the company or under the company's control whilst left unattended unless all openings have been secured and locked and alarm system and immobiliser have been brought into operation.



## Personal Accident

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 a 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 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 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.

## 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, business assistance 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
- Contract disputes

**Significant or unusual exclusions or limitations**

Each of the insured incidents has specific exclusions 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.

## 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

**You** may cancel this **policy** in accordance with the cancellation clause of this **policy** by giving written notice to **your** broker or to **us** quoting **your** policy number.

**QBE** may issue 21 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.

This termination will be without prejudice to **your** or **our** rights or claims incurred prior to the expiration of such notice. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no refund for the unexpired portion of the premium will be given

### 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) QBE Europe SA/NV you can if you wish write to Customer Relations, QBE Europe SA/NV, Regentlaan 37 Boulevard du Régent 37, 1000 Brussels, Belgium, e-mail: [complaints@be.qbe.com](mailto:complaints@be.qbe.com), telephone: +32 2 504 82 11 or fax: +32 2 504 82 00:
- b) QBE Europe SA/NV and that your insurance policy has been issued by the UK branch of QBE Europe: you can if you wish write to Customer Relations, QBE Europe SA/NV, Regentlaan 37 Boulevard du Régent 37, 1000 Brussels, Belgium, e-mail: [complaints@be.qbe.com](mailto:complaints@be.qbe.com), telephone: +32 2 504 82 11 or fax: +32 2 504 82 00 or QBE European Operations, Plantation Place, 30

Fenchurch Street, London EC3M 3BD; email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com), telephone 020 7105 5988;

- c) QBE UK Limited you can if you wish write to Customer Relations, QBE European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD; email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com), telephone 020 7105 5988; or
- d) 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 (UK 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.

### **The UK Financial Ombudsman Service (UK FOS)**

If the **insured** feels that its complaint has not been satisfactorily resolved, the **insured** may be eligible to contact the UK FOS to review the complaint.

To be an eligible complainant, the **insured** 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 small business - a business with an annual turnover below GBP6.5million and:
  - i) fewer than 50 employees; or
  - ii) an annual balance sheet below GBP5million; or
- d) a charity with an annual income of less than GBP6.5million; or
- e) a trustee of a trust with net assets of less than GBP5million; or
- f) a guarantor.

If eligible, the **insured** can contact the UK FOS via its website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>, write to the UK FOS, Exchange Tower, London E14 9SR, or telephone 0300 123 9 123 or 0800 023 4567.

Where applicable the **insured** must refer its complaint to the UK 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 UK FOS provides impartial advice free of charge and contacting them will not affect the **insured's** legal rights

### **Financial Services Compensation Scheme (FSCS)**

Where the **insurer** is QBE UK Ltd the **insured** may be entitled to compensation from the FSCS if the **insurer** is unable to meet its obligations under this **policy**.

Entitlement to FSCS compensation depends on the type of business insured and the circumstances of the claim. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or the **insured** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

### **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 SA/NV**

QBE Insurance SA/NV is a public limited company (VAT BE 0690.537.456) and is Authorised by the National Bank of Belgium (NBB) ( de Berlaimontlaan 14 Boulevard de Berlaimont, 1000 Brussels, Belgium) under licence number 3093.

**QBE UK Limited**

QBE UK Limited is a private company limited by shares (company number 01761561) and is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Register 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 NBB's website: <http://www.bnb.be/> or by contacting the NBB on +32 2 221 21 11, or 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 Belgium and its Head Office and registered address is:  
Regentlaan 37 Boulevard du Régent, 1000 Brussels, Tel: +32 2 504 82 11 or Fax: +32 2 504 82 00.  
[enquiries@be.qbe.com](mailto:enquiries@be.qbe.com)

## QBE European Operations



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