

**QBE Specialist  
Miscellaneous  
Professional Liability  
Policy  
Notice of Change**



# QBE Specialist Miscellaneous Professional Liability Policy Notice of Change

## Significant Policy Changes

Your policy has been revised as a response to a need to update its terms following a change in QBE's corporate structure. The undernoted summarises the changes relating to this revision as it impacts the standard policy form and reflects the updated policy wording.

### Current – new version changes to your policy – NJPJ060819

The following is a summary of the key changes to your revised policy but this summary will not reflect any variations or modifications to the policy which are specific to you; these will be confirmed by the schedule attaching to your policy.

#### Section – General Conditions

##### Premium adjustments following cover amendments

The policy has been amended to clarify the minimum premium retained in the event of a premium adjustment following cover amendments.

##### Cancellation

The policy has been amended to clarify Our Rights and Your Rights - including cooling off period.

Where your policy did not specify the additional charge in the event of cancellation where you cancel this policy after fourteen (14) days from the inception day of the policy. The policy now clarifies there will be an additional charge of forty pounds (£40) to cover the administrative cost of providing the insurance.

#### Section - Complaints

The category of complainants eligible to bring complaints to the Financial Ombudsman Service has been amended.

### New version changes to your policy – PJPJ070121

In addition to the changes noted above the following is a summary of the key changes to your revised policy but this summary will not reflect any variations or modifications to the **policy** which are specific to you; these will be confirmed by the **schedule** attaching to your **policy**.

#### Notifiable disease, murder or suicide, food or drink poisoning extension

The extension has been amended to clarify the insurer's liability and cover has been restricted. The insurer will not be liable in respect of:

1. Loss resulting from the first forty-eight (48) hours of each and every interruption or interference of the business at the premises.
2. An occurrence of a notifiable disease beyond the premises.

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3. Loss where the event causes restrictions on the use of the premises on the order or advice of a Local or Government Authority.
4. Any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated above.

The indemnity provided by this clause shall only apply for the period beginning with the occurrence of the loss and ending not later than three (3) months.

The insurer's liability will not exceed the sublimit of £10,000 any one occurrence and £50,000 in the aggregate any one period of insurance.

The definition of 'Notifiable disease' excludes amongst other: Avian Influenza and/or Influenza A (H5N1); Swine Influenza and/or Influenza A (H1N1); Severe Acute Respiratory Syndrome (SARS); any coronavirus or coronavirus disease (or similar or equivalent disease or virus in the future); any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic.

### **Communicable disease exclusion**

A new 'Communicable disease' exclusion has been added to the 'General exceptions' section of your policy:

#### **Communicable disease**

Regardless of any provision to the contrary, the **policy** excludes any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a **communicable disease**;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or
- d) the **insured's** actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a **public authority** in response to a **communicable disease**.

This exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'Notifiable disease, murder or suicide, food or drink poisoning' extension of the **policy**.

Communicable disease means any disease which can be transmitted by means of any substance or agent where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation or mutation thereof, whether deemed living or not;
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured;

regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

### **'How to Complain' section**

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The 'How to Complain' section of your policy has been updated to clarify our complaints process. It now contains the following clauses:

### How to Complain

#### Complaints to QBE

**You** can complain about this **policy** by contacting **your** broker or where your policy is insured by QBE Europe SA/NV, QBE UK Limited or where **your insurer** is or includes a Lloyd's syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com)

Telephone: 020 7105 5988

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

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website: <http://www.financialombudsman.org.uk/consumer/complaints.htm>.

#### Financial Services Compensation Scheme (FSCS)

**You** may be entitled to compensation from the FSCS if **we** unable to meet **our** obligations under the **policy**. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or **you** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1D.

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As with all aspects of the standard policy cover it is generally possible to negotiate extensions of cover with the underwriter.



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