

## Design and Construct Professional Liability Combined 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.
- e) comply with the Minimum Standards of Security that are a condition precedent to the theft cover.

## Professional liability

### Significant features and benefits

This section is a claims made insurance meaning any claim must be made against you and notified to the insurer during the policy period. This policy provides insurance for any liability imposed by law to pay compensatory damages from any claim first made against you and arising out of your or your sub-contractors' performance of business services or multimedia activities during the period of insurance, and where the claim arises out of any actual or alleged:

- Defamation (including libel and slander);
- any form of invasion, infringement or interference with rights of privacy or publicity;
- infringement of intellectual property rights;
- unfair competition;
- misuse of information which is either confidential or subject to statutory restrictions on its use; or

- breach of professional duty, negligence act, error, omission, misstatement or misrepresentation.

The limit of indemnity payable in respect of any one claim or series of claims is specified in the quotation or renewal documentation. Defence costs are payable in addition to the limit of indemnity.

The policy covers additional professional liability costs and expenses in relation to:

- court attendance compensation;
- defence costs for criminal proceedings;
- costs prior to handover;
- acquisitions and creations of a company or companies subsequent to inception;
- presence or release of asbestos materials but excluding bodily injury and limited to £250,000 in the aggregate;
- awards by ombudsmen and limited to £150,000 in the aggregate;
- claims brought against your client or principal as a result of the professional service provided by you;
- collateral warranties;
- any claim against you when alleged in conjunction with a claim arising directly or indirectly from any dishonest, fraudulent, malicious or criminal act or omission;
- joint ventures;
- outstanding fees claimed by you to your client;
- costs necessarily incurred for the purpose of avoiding or mitigating a claim or potential claim;
- reasonable costs for a public relations crisis management services to avert or mitigate any material damage to your brands or business operations;
- extended reporting period (60 days).

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

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

- ownership or use of aircraft, watercraft, vehicles or property;
- asbestos;
- associated companies unless the claim emanates from an independent third party;
- assumed duty or obligation not in the normal conduct of your professional business;
- bodily injury/property damage unless as a result of a breach of professional duty;
- contractual liability but not collateral warranties or duty of care agreements;
- deliberate or reckless acts of defamation made deliberately or recklessly by you;
- existing claims or circumstances prior to the period of insurance;
- fines or penalties or any punitive, multiple or exemplary damages;
- your insolvency;
- the maintenance of insurance and / or the provision of finance or advice on financial matters;
- statutory defence costs for proceedings under:
- Employment Retirement Income Security Act 1974;
- any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961;
- any actual or alleged violations of the Security Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law;
- liability arising from employment;
- management liability;
- negotiable paper;
- North American (USA /Canadian) jurisdiction;
- nuclear risks;
- where you are entitled to coverage under any other insurance policy;
- patent and trade secret;
- pension schemes;
- pollution except when it is caused by a sudden, unintended and unexpected happening during the period of insurance or is a direct result of your negligence structural design or specification or failure to report a structural defect in a property damaged or destroyed;

- products liability; any claim arising from any act committed or alleged to have been committed prior to the retroactive date;
- plea of finding of guilt;
- inadequate specifications of material performance, period of construction or construction costs unless arising out of any negligence in the conduct of the business services;
- territorial limits – worldwide excluding North America;
- trading losses;
- unsupervised work;
- war and terrorism;
- defective workmanship.

## Directors' and officers' liability

### Significant features and benefits

The section is a claims made insurance meaning any claim must be made against you during the period of insurance and notified to the insurer. The section pays on behalf of the directors or officers (D&Os) or the company, for claims made against them in their capacity as D&Os in respect of their liability for:

- compensatory damages and cost awarded against them by a court or tribunal;
- exemplary and aggravated damages for libel and slander awarded against them by a court or tribunal;
- multiple, exemplary or punitive damages awarded against them by a court or tribunal outside of North America;
- settlements compromising any actual or anticipated legal proceedings;

arising solely from a claim first made during the period of insurance and from a wrongful act undertaken anywhere in the world.

The limit of indemnity payable in respect of any one claim or series of claims and in the aggregate is specified in the quotation or renewal documentation. Defence costs erode and are payable as part of limit of indemnity.

The policy covers defence cost which are incurred in the defence, negotiation and settlement of any claim and advance defence costs prior to the final settlement of a claim.

### Significant or unusual exclusions or limitations

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

- bodily injury or property damage;
- dishonest, fraudulent or malicious act;
- wrongful acts committed in the capacity as a director or officer of such company;
- loss, liability, expenses or defence cost in respect of any proceedings, judgment, award, payment, defence costs or settlement delivered within countries which operate under the laws of North America; pension schemes;
- personal profit;
- pollution except as expressly stated opposite;
- prior / pending litigation;
- professional services;
- stock offerings during period of insurance.

## Crime

### Significant features and benefits

This section indemnifies an insured person in respect of loss, first discovered during the period of insurance or extended reporting period, which arises directly from:

- theft of your money, tangible securities, funds or property as defined by any employee or employee acting in collusion with a third party or any other employee;
- theft of a client's money, tangible securities, funds or property for which you are legally liable by any employee or by any third party or by any employee acting in collusion with any third party or any other employee;
- forgery, tangible securities fraud, corporate card fraud, counterfeit of money orders or current paper currency, computer fraud or funds transfer fraud by a third party;
- theft or criminal damage of money, tangible securities, as a direct result of robbery or safe burglary;
- theft of property as a direct result of robbery or safe burglary.

In addition and provided a loss as described in the above paragraphs exceeds the excess we will also pay costs which are incurred with:

- defending a claim first brought against you during the period of insurance by a client to establish liability for a loss covered by this policy;
- repairing or replacing a safe or vault damaged as a result of a theft or safe burglary giving rise to a loss covered by the policy;
- reconstituting data lost as a result of a theft, computer fraud or computer violation giving rise to a loss covered by the policy;
- establishing the extent of a loss, provided the loss to which such costs relate is covered under the policy;
- replacing or repairing cost to property as a direct result of robbery or safe burglary giving rise to a loss covered by the policy.

The limit of indemnity payable in respect of any one claim or series of claims and in the aggregate is specified in the quotation or renewal documentation. Defence costs erode and are payable as part of limit of indemnity.

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

Unless otherwise stated in the quotation, renewal offer or policy addendum the policy shall exclude claims for:

- consequential or indirect loss of any kind except for loss of interest which is deemed to be a direct financial loss;
- costs or expenses incurred to update, improve or redesign the programmes or software of the insured's computer system or relating to data reconstitution;
- fines, penalties, exemplary or punitive damages or the multiplied portion of any damages;
- loss arising from kidnap or ransom or from extortion (unless the extortion is committed by an employee);
- loss sustained by one insured to the benefit of another insured;
- loss caused by an employee from the time any insured has knowledge or information that such employee has committed any act or acts of fraud, dishonesty, criminal damage or theft;
- loss or damage caused to premises caused by fire or explosion;
- loss of money or tangible securities whilst in the care of the postal service;
- loss involving any person participating in the theft who, at the time of committing an act which results in a loss covered by this policy, owns or controls more than twenty percent (20%) of the issued share capital of any insured;
- loss caused by an act committed:
  - a) after the date of commencement of the winding up of the insured or the appointment of a receiver, administrative receiver, liquidator or administrator to the insured;
  - b) after the date of a take-over or merger;
  - c) prior to the date of acquisition of a subsidiary as regards loss suffered by such subsidiary; or
  - d) after the date of awareness or discovery of dishonesty on the part of an employee participating in the loss.
- nuclear hazards;
- loss, the proof of which is dependent solely upon a profit and loss computation or comparison; or comparison of inventory records with an actual physical count;

- loss arising directly or indirectly from the obtaining of any confidential information;
- loss arising from any trading or dealing in currencies, commodities, derivatives, foreign exchange, futures, options, securities, warrants and the like;
- loss directly or indirectly arising out of war, terrorism, or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.

## Corporate liability

### Significant features and benefits

The section is a claims made insurance meaning any claim must be made against you during the period of insurance and notified to the insurer during the policy period. This section indemnifies the company for loss incurred by the company as a result of a claims made against the company during the policy period in connection with any liability arising from any actual or alleged act, error or omission of the company. We shall pay the:

- defence cost incurred by the company resulting from any claim:
  - a) for an alleged breach by any company of any express contract or agreement;
  - b) in connection with any direct financial loss sustained by a third party;
  - c) for direct financial loss directly arises in connection with any dishonest or fraudulent act committed by any employee with the intent to obtain improper personal financial gain for such employee;
- loss of any company resulting from any claim in connection with any act, error or omission in connection with the operation, administration or sponsorship of any pension, profit sharing or employee benefits programme whose activities are not controlled by pension trustees;
- reasonable fees, costs and expenses you incur in establishing that fraudulent misrepresentation has occurred should a third party seek to enforce an agreement entered into fraudulently with a party representing themselves as any company;
- company's reasonable fees, costs and expenses of public relations consultants to mitigate the adverse effect or potential adverse effect on your reputation with respect to a crisis event;
- the reasonable fees, costs and expenses incurred by any insured person with respect to any asset and liberty proceeding;
- defence costs for any claim for bodily injury and/or property;
- civil fine or penalty imposed upon an insured person by an official body;
- emergency costs if the insurer written consent cannot reasonable be obtained before defence costs are incurred;
- reasonable fees, cost and expenses of public relations consultants to provide public relation services in connection with ta covered claim;
- reasonable fees, costs and expenses incurred by any insured person for:
  - a) accredited counsellor or tax advisor retained by an insured person approved by us, directly in connection with extradition proceedings brought against such insured person; or
  - b) public relations consultants to provide public relations services in connection with extradition proceedings;

The insurance by this section is extended to provide you with an extended reporting period of ninety (90) days if this policy is not renewed or replaced with a similar policy.

### Significant or unusual exclusions or limitations

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

- for any actual or alleged violation of any law with respect to anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;
- for bodily injury and/or property damage; for the gaining of profit or advantage to which you were not legally entitled; or the committing of any deliberate dishonest or fraudulent act;

- arising from an express oral or written contract or agreement;
- arising from an obligation pursuant to any workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, pension benefits or any similar law or obligation;
- arising out of, based upon or attributable to employment practices liability;
- arising from any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights;
- for liability, loss or defence costs arising out of or relating directly or indirectly to your insolvency;
- arising out of, based upon or attributable to any claim which is brought in a court of law in any North American state or province;
- arising out of the actual, alleged or threatened discharge, dispersal, release or escape of, or records concerning, pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants;
- for of fees, costs or expenses in relation to investigations or pre-investigations;
- arising out of:
  - a) facts alleged or the same or related acts, errors or omissions alleged or contained in any claim which has been reported or in any circumstances of which notice has been given under any policy of which this policy is a renewal;
  - b) any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration or adjudication as of the retroactive date;
- seeking fines or penalties or non-monetary relief against you;
- in connection with any claim made for rendering or failure to render any business services and multimedia activities to your customer or client.

## Pension Trustee liability

### Significant features and benefits

The policy pays on behalf of the trustees, administrators or the company for claims made against them in their capacity as trustees or administrator.

The limit of indemnity payable in respect of one claim or series of claims inclusive of defence costs is limited in the aggregate for the policy period as specified in the quotation or renewal documentation.

The policy insures:

- a) compensatory damages and costs awarded against a trustee or administrator;
- b) exemplary or aggravated damages for libel and slander awarded against a trustee or administrator;
- c) multiple, exemplary or punitive damages awarded by a court or tribunal outside North America, if indemnity for this lawful under the laws of the territory of that court or tribunal;
- d) settlement comprising any actual or anticipated legal proceedings made with the insurer prior written consent;
- e) defence costs incurred with the insurer prior written consent;
- f) The trust scheme for any loss sustained in consequence of any theft provided that:
  - a) such loss is discovered during the policy period and notified within 28 days after the date of such discovery;
  - b) the insurer will not be liable for loss occurring after the date of discovery or reasonable cause for suspicion of a dishonest act by any insured;
  - c) the insurer is not liable for any loss sustained as a result of any theft committed or condoned by any trustee or administrator;
  - d) any money which apart from the dishonest act would be payable by the insured will be deducted is diminution of any loss;
- Extended reporting period available in the event QBE do not offer renewal terms.



### Significant or unusual exclusions or limitations

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

- bodily injury / property damage;
- your failure to make adequate contribution to the trust scheme;
- taxes, fines, penalties, exemplary, aggravated, punitive or multiple damages;
- involving any actual dishonest, fraudulent or malicious act of the insured;
- wrongful acts committed:
  - a) after the date of commencement of the winding up of, or the appointment of a receiver, administrative receiver, liquidator, or administrator to the company or the trust scheme;
  - b) the date of the take-over or merge; or
  - c) prior to the date of acquisition by the company of a subsidiary company;

but only as regards acts committed in the capacity as a trustee or administrator of such company, subsidiary company, or trust scheme.

- pollution;
- loss, liability, expenses, costs or defence costs, in respect of any proceeding, judgment, award, payment, defence costs or settlement delivered, made or incurred within countries which operate under the laws of North America;
- any insured gaining any actual profit or advantage or receiving any remuneration to which they are not legally entitled;
- circumstances underlying any claim or any legal administrative or regulatory proceedings against any insured.

## Cyber liability

### Significant features and benefits

The section is a claims made insurance meaning any claim must be made against you and notified to the insurer during the policy period.

The limit of indemnity payable in respect of any one claim or series of claims inclusive of defence costs is limited in the aggregate for the policy period as specified in the quotation or renewal documentation

This section indemnifies you for any claim made against you arising from:

- the content of your email, intranet, extranet or website including alterations or additions made by a hacker due to:
  - a) your infringements of any intellectual property rights, including any copyright, trademark, passing off or link to or framing of another page;
  - b) any defamatory statement on your website or in your email, including any defamatory statement concerning a client or your business competitor;
  - c) your breach of confidence or infringement of any right to privacy;
- your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone in the course of your business services or to anyone who uses your website in the course of their business;
- your unintentional unauthorised collection, misuse or failure to correctly protect any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet, extranet or website and hold electronically;
- a third party's good faith reliance on a hackers fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker;

In addition we will pay:

- for the repair or replacement to the equivalent standard of the affected part of the website or computer system damaged or destroyed by a hacker subject to our prior consent;

- for any advertising or publicity expenses reasonable and necessarily incurred in contacting any people who attempted to use the website while it was damaged, destroyed or altered;
- those amounts which you are legally obliged to pay including any legal and investigation costs, as a result of a civil regulatory compensatory award, civil penalty, or fines imposed by a government or public authority regulator against you as a result of a claim under this section;
- reasonable and necessary expenses incurred by you including the value of any ransom paid by you for the purpose of terminating the cyber extortion threat;
- reasonable costs incurred for a public relations and/or crisis management consultant to advert or mitigate any material damage to any of your brands and business operations.

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

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

- liability or defence costs arising from or in any way involving actual bodily injury or property damage;
- any cost in repairing, replacing or restoring information and communication assets to a level beyond that which existed prior to any claim or loss;
- liability or defence costs arising from:
  - a) your lost income, profit, mark-up or liability for VAT or its equivalent;
  - b) your trading loss or trading liability including those arising from the loss of any client, account or business;
- liability or defence costs arising from unauthorised use of any credit, debit, charge, store card or other electronic transmission of funds by you or any third-party;
- liability or defence costs arising from any act, breach, omission or infringement you deliberately, dishonestly or recklessly commit, condone or ignore;
- liability or defence costs arising from or in any way involving the failure of the service provided by an internet services provider or any telecommunications or other utility provider;
- liability or defence costs arising from the infringement of any patent;
- liability or defence costs arising from the use of IT systems in a personal capacity by your partners, directors or employees;
- circumstances underlying any claim or any legal, administrative or regulatory proceedings against any insured first made or commenced prior to the retroactive date;
- any claim, loss, liability, expenses, costs or defence cost arising from punitive / exemplary damages.

### **Protection of computer systems**

As a condition precedent to our liability under this section that you shall take reasonable steps to minimise risk including the use of up to date virus protection software and full encrypted and controlled access to IT systems, wireless networks and external devices.

## **Contents**

### **Significant features and benefits**

This section provides cover for the following property insured:

- contents within the premises all belonging to you or for which you are responsible:
  - a) landlord fixtures and fittings, tenants improvements and interior decorations;
  - b) plans, deeds, briefs, manuscripts, books, documents and office records limit any one item: £1,000;
  - c) computer discs and tapes limit any one item: £1,000;
  - d) personal effects: £1,000 any one person;
  - e) wines, spirits, cigarettes and tobacco held for entertainment purposes: £1,000 any one incident;
  - f) works of art, rare books, sculptures, curios and collections: £1,000 any one incident;



- computer and ancillary equipment used for electronic processing communication and storage of data;
- stock and trade samples within the premises all belonging to you or for which you are responsible: 25% of the declared contents sum insured or £10,000 whichever is the lesser;
- all risks for specified business equipment: maximum single article limit of £25,000;
- refrigerated drugs and medicines within the premises all belonging to you or for which you are responsible;

We will indemnify you against damage to the property insured specified in the schedule caused by the following perils:

- fire (including subterranean fire) explosion lightening or earthquake;
- storm or flood;
- escape of water from any tank apparatus or pipe;
- riot, civil commotion, strikes, locked-out workers or persons taking part in labour disturbances or malicious persons;
- impact with the building by aircraft or other aerial devices or articles dropped from them or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish;
- theft or any attempt thereat involving entry to or exit from the building by forcible and violent;
- theft by violence or threat of violence to the insured, your family or employees;
- leakage of oil from any fixed heating installation;
- any other accidental damage as specified by the policy;
- subsidence or ground heave of any part of the site on which the premises stands or landslip.
- In the event of refrigerated contents while contained within refrigerating units suffering deterioration or putrefaction due to change of temperature or contamination caused by accidental leakage of refrigerant or refrigerant fumes from the unit then we will pay to you the value of the refrigerated contents at the time of its deterioration, putrefaction or contamination;

We will indemnify you for:

- damage to contents up to an amount of £5,000;
- the costs of making good the breakage or scratching of fixed glass at the premises and your private dwelling portion of the premises;
- damage to merchandise and goods and tools incidental to your business or your property or held in trust and for which you are responsible while being carried by any vehicle(s) owned hired or leased by you anywhere in the United Kingdom;
- The cost of restoring any damage done to landscaped gardens for which you are responsible by the emergency services in attending the premises;
- for loss of negotiable money (not otherwise excluded) held in connection with the business;
- legal liability to pay rent for the period not exceeding 2 years during which the premises is untenable as a result of any of the insured perils up to a maximum of 25% of the sum insured if you are a tenant;
- in the event of the keys of the premises being stolen from the premises or from the private residence of any director partner or employee authorised to hold such keys we will pay to you an amount not exceeding £2,500.

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

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

- any sum in excess of the sums insured or limits of liability;
- the excess of each and every claim.
- for damage to moveable property in the open, gates or fences caused by storm or flood;
- for theft or attempted theft to the contents of any building which is empty or not in use; or out in the open; or any building outside business hours if specified precautionary measures are not carried out;
- 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.

You must comply with the minimum standards of security which are set out in the policy document

## **Buildings**

### **Significant features and benefits**

This section provides cover for:

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

We shall indemnify you against damage to the property insured caused by the following perils:

- a) fire (including subterranean fire), explosion, lightening or earthquake;
- b) storm or flood;
- c) escape of water from any tank, apparatus or pipe;
- d) riot, civil commotion, strikes, locked-out workers or person taking part in labour disturbances or malicious person;
- e) impact with the building by aircraft or other aerial devices or articles dropped from them or by any vehicle, rain, animal, falling branch, aerial or mast or satellite dish;
- f) theft or any attempt thereat;
- g) theft by violence or threat of violence to your family or employees;
- h) leakage of oil from any heating installation;
- i) subsidence or ground heave of any part of the site on which the premises stands or landslip.

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

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

- any sum in excess of the sums insured or limits of liability;
- the excess of each and every claim;
- damage to moveable property in the open, gates or fences caused by storm or flood;
- theft or attempted theft in respect of buildings not in use;
- dishonesty of employees;

any fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information or data contained in any computer or electronic data equipment or system.

## **Business Interruption**

### **Significant features and benefits**

Provides an indemnity for interruption or interference to the business following damage to property at the premises as a result of:

- damage to property at your premises caused by perils that are also insured by the contents or building section to this policy;
- damages to glass breakage;
- loss of gross revenue; or
- increased cost of working.

Cover is extended to include an indemnity for interruption or interference to the business arising from:

- professional services rendered elsewhere than at the premises for the benefit of the business;
- damage to documents at contract sites or in transit: £50,000;
- denial of access following damage to property in the vicinity;
- notifiable disease, murder or suicide, food or drink or poisoning;
- professional accountants charges for producing any particulars or details contained in your business books;
- unspecified Suppliers: 10% of the sum insured or £50,000 whichever is the greater;
- unspecified customers: 10% of the sum insured or £50,000 whichever is the greater;
- supply utilities: 10% of the sum insured or £50,000 whichever is the greater;
- book debts; £5,000.

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

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

- damages arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software;
- damages caused by or arising from any programming or operator error virus or similar mechanism or hacking;
- mislaying or misfiling of records and tapes;
- deliberate act of the supply undertaking in restricting or withholding electricity supply;
- any amount in excess of the sum insured shown in the schedule;
- any payment beyond the indemnity period shown in the schedule.

### **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.

### **Employers' Liability**

#### **Significant features and benefits**

Provides an indemnity for all the sums you become legally liable to pay as damages arising out of bodily injury caused to an employee working for you in the course of employment including:

- defence costs whether or not bodily injury has occurred;
- compensation for court attendance;

- contractual liabilities in connection with a contract between you and your employee;
- 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.
- damages and any awarded costs in the event of bodily injury provided that a judgment for damages is obtained, there is no appeal outstanding and judgement relates to bodily injury.

The limit of indemnity payable in respect of any one claim or series of claims and in the aggregate is specified in the quotation or renewal documentation. Defence costs erode and are payable as part of limit of indemnity.

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

Unless otherwise stated in the quotation or renewal documentation this section shall exclude claims arising from:

- actions brought in North American courts to indemnify any party domiciled in North America or to pay punitive or exemplary damages;
- nuclear risks;
- liability arising from or cause by work offshores;
- liability for bodily injury sustained by an employee when the employee is being carried in or upon a vehicle caused by a motor vehicle in circumstances where compulsory insurance is required.

## **Public and Products Liability**

### **Significant features and benefits**

Provides an indemnity for liability at law to compensate third parties (not employees) for:

- damages and claimant's cost in respect of accidental:
  - a) bodily injury;
  - b) damages to tangible property;
  - c) obstruction, trespass, nuisance or interface with any right of way air, light or water or other easement;
  - d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy;
- damages and claimant's cost arising out of or from pollution;
- defence costs 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;
- compensation for court attendance;
- legal liability in respect of bodily injury or damage arising out of the use in connection with the business of any motor vehicle not owned or provided by you;
- contractual liability;
- cross liability - the insurance will be applied as if separate policies have been issued to each party but the maximum sums payable will not exceed the limit of indemnity;
- 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;

- Defective Premises Act 1972 ('Defective Premises Act')– liability in respect of bodily injury or damage to property you may incur as owner by virtue of the Defective Premises Act in connection with any premises which have been disposed of by you and which prior to disposal were occupied by you;
- overseas personal liability;
- legal defence costs incurred in defending any alleged breach of statutory duty or allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against you or any additional persons insured.
- tenants liability.

The limit of indemnity any one occurrence exclusive of defence costs is specified in the quotation or renewal documentation except that for:

- products liability;
- pollution liability;

The limit of indemnity stated applies to all claims occurring during any one period of insurance.

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

Unless otherwise stated in the quotation or renewal documentation this section shall exclude liability for any claim in respect of:

- public liability arising from bodily injury, damage or nuisance arising out from pollution or in connection with a product;
- product liability arising from pollution or any product that is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite;
- bodily injury to any employee;
- damages to property belonging to or 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 held in your custody, care and control;
- 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;
- liability arising out of or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by you for a fee;
- any action for damages brought in a Court of Law of any territory outside the United Kingdom in which you have a branch or subsidiary;
- legal liability which attaches by virtue of an express warranty indemnity or guarantee
- bodily injury, damage or pollution caused by any product sold to or supplied with your knowledge to North America;
- liquidated damages, fines or penalties, punitive damages, aggravated damages resulting from the multiplication of compensatory damages;
- anything (other than the products) that you have sold or supplied;
- caused by any work involving asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

## **Legal Expenses**

### **Significant features and benefits**

Provides legal expenses covering costs and expenses you become liable to pay arising out of:

- a) employment disputes and compensation awards;
- b) legal disputes in relation to property protection and bodily injury;
  - a) DAS will defend your legal rights at your request;
  - b) DAS will represent you in appealing the relevant statutory or regulatory authority, court or tribunal;

- DAS will negotiate for your legal rights in any civil action relating to material property which is owned by you or is your responsibility;
- at your request, we will negotiate for you and your family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them;
- a tax enquiry, employer compliance dispute or VAT dispute;
- DAS will negotiate for your legal rights in a contractual dispute arising from an agreement for the purchase, hire, sale or provision of goods or services.

DAS run a dedicated 24-hour helpline offering Eurolaw commercial legal advice, business assistance and counselling for all employees or their immediate family members

### Significant or unusual exclusions or limitations

Unless otherwise stated in the quotation or renewal documentation this section shall exclude claims arising from:

- 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 DAS;
- 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, coroner's inquest or fatal accident inquiry;
- bankruptcy;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
- any device failing to recognise, interpret, or process any date as its true calendar date;
- written or verbal remarks that damage the person insured's reputation;
- legal actions where the person insured is not represented by a law firm, barrister or tax expert.

### General Exclusions

Except for the Employers Liability section, all sections exclude liability or indemnity directly or indirectly relating to acts of war or terrorism. For property damaged and business interruption cover terrorism this insurance may be purchased under the terms of the Terrorism section. Please see your quotation or renewal documentation to establish if such terrorism cover has been provided.

Except for the Employers Liability section, all sections exclude liability or indemnity directly or indirectly relating to nuclear risks.

This policy also has exceptions pertaining to:

- Communicable Disease (this exception 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; Section – Professional Liability, Section – Crime, Section – Pension Trustees, Section



– Cyber Liability, Section – Employer's Liability, Section – Public and Products Liability and Section - Legal Expenses);

- cyber risks;
- data recognition;
- electrical plant;
- heat processes
- Northern Ireland;
- Pressure waves;
- requisition or confiscation of property.

**General limitations that will restrict payment**

You must:

- pay (or agree to pay) the premium prior to the agreed due date;
- notify claims or events that may become a claim as soon as possible. Please read the claim conditions in the policy;

advise any and all changes to the insured, the declared business activity or use of any premises within thirty (30) days.

## 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.

### 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.financial-ombudsman.org.uk/consumer/complaints.htm>.

### Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if we are 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.

### 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.

## QBE European Operations



QBE European Operations is a trading name of QBE Europe SA/NV, VAT BE 0690.537.456, RPM/RPR Brussels, IBAN No. BE53949007944353 and SWIFT/BIC No. HSBCBEBB, ('QBE Europe'), and of (1) QBE UK Limited, no. 01761561 ('QBE UK'), (2) QBE Underwriting Limited, no. 01035198 ('QUL'), (3) QBE Management Services (UK) Limited, no. 03153567 ('QMSUK') and (4) QBE Underwriting Services (UK) Limited, no. 02262145 ('QSUK'), all four companies having their registered offices at 30 Fenchurch Street, London, EC3M 3BD, and being incorporated in England and Wales. QBE Europe is authorised by the National Bank of Belgium under licence number 3093. QBE UK and QUL are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. QUL is a Lloyd's managing agent. QMSUK and QSUK are both Appointed Representatives of QBE Europe and QUL.