

## Office Insurance Policy

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

## Property – Contents

### Significant features and benefits

This section provides payment following identifiable loss or damage to specified property from a peril stated as insured and not otherwise excluded by the policy.

- landlords fixtures and fittings tenants improvements and interior decorations insofar as they are not otherwise insured;
- plans, deeds, briefs, manuscripts, books, documents and office records limit any one item £2,500;
- computer discs and tapes limit any one item £2,500;
- personal effects limit any one person £1,000;
- wines, spirits, cigarettes and tobacco held for entertainment purposes up to a limit of £2,500 any one incident;

- works of art, rare books, sculptures, curios and collections for an amount not exceeding £5,000 any one incident;
- Computers and ancillary equipment
- Stock and trade samples
- Refrigerated drugs and medicines
- Refrigerated contents

In addition there are a number of cover extensions and where these include a sum insured or limit this amount is inclusive within your selected overall sum insured or limit relating to that item of property. Alterations, additions and improvements to tangible property but not stock in trade

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

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

- Livestock, bloodstock, fishstock, growing crops or trees;
- Watercraft or aircraft or other aerial or spatial devices (including drones);
- motor vehicles and their contents, accessories, caravans or trailers except for such vehicles that are not licensed for road use;
- money, bullion, foreign coins, counterfeit or substitute money;
- land, piers, jetties, bridges, culverts or excavations;
- property in the course of erection or installation;
- property in transit except as specifically covered in the 'Exhibitions and trade fairs' extension;
- explosives;
- any items insured under the 'All risks - specified business equipment' section;
- unprotected property

## **All Risks – Specified Business Equipment**

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

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

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

In addition to the exclusions listed separately under the heading '**Property related exclusions**' QBE will not pay:

- For any property insured elsewhere, including under the 'Property' section of this policy;
- Following theft from an unattended vehicle unless such vehicle has all doors, windows and other means of entry closed and locked with all keys removed to a place of safety. The policy defines what is meant by unattended.

## Property – Buildings

### Significant features and benefits

This section provides payment following identifiable loss or damage to specified property from a peril stated as insured and not otherwise excluded by the policy.

- The fixed permanent structure at the premises including outbuildings, landlords fixtures and therein and thereon walls and fences, yards, car parks and pavements piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of your responsibility.
- Tenants improvements, alterations and decorations at the premises
- Accidental damage
- Damage to cables and underground pipes
- Trace and access

## Computer Breakdown

### Significant features and benefits

This section of the policy provides an indemnity for damage that occurs during the period of insurance to computer equipment or electronic data caused by the breakdown or failure of computer equipment or electronic data whilst in ordinary use, failure of the supply of electricity to the computer equipment, and the erasure, destruction, corruption or distortion of software contained or data stored on fixed disks or electronic data.

This section of the policy also provides costs and expenses cover for modification of the computer equipment or replacement of electronic data to achieve compatibility with data replaced following damage.

- additional costs of up to 3 months to minimise the interruption of work and to restore data;
- additional costs to replace computer equipment leases/hire agreements; and
- the shortfall of income for up to 3 months.

### Significant /unusual exclusions or limitations

- For damage to computer equipment:
  - a) occasioned by its own breakdown unless an approved maintenance agreement is in force providing at least on call remedial and/or corrective maintenance at inclusive cost;
  - b) for which any manufacture, supplier or agent, etc is responsible under guarantee or maintenance agreement;
  - c) where you are relieved of responsibility under rental or lease agreement;
  - d) insured under the 'Property' section or which would be but for any excess or other
  - e) self-insured amount;
  - f) resulting from an electricity or telecommunications service supplier deliberately withholding its service unless for the sole purpose of safeguarding human life, or the inability of any service supplier to maintain the supply system due to industrial action by its employees;
  - g) caused by the use of telecommunications equipment which is not approved by the telecommunications authority;
  - h) caused by it undergoing any process of production, packaging, treatment, testing, commissioning, service or repair;
  - i) 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;
  - j) caused by programming errors or design defects in software.
- delay, loss of use, loss of market, loss of profit, income or revenue or any other form of indirect or consequential loss except as specifically included within the extensions to this section

## Business Interruption

### Significant features and benefits

This section provides cover for loss of income caused by interruption or interference with your business resulting from damage to property at the premises. If shown as insured in the schedule, this section provides an indemnity for the following losses, costs and expenses:

- insurable gross profit;
- gross fees;
- gross revenue
- increased cost of working;
- rent receivable and additional expenditure;
- outstanding debt balances.
- additional increased cost of working
- damage to your property located at contract sites
- damage at the premises of customers and suppliers premises
- damage to property within 250 metres of the perimeter of your premises which prevents access to your premises (whether your premises or its contents are damaged or not)
- the prevention of access to your premises following:
  - a) action by the police following danger or disturbance outside your control and not otherwise excluded by this policy occurring within 250 metres of the premises; or
  - b) the premises containing, or being thought to contain a harmful device, provided the police are notified immediately of the presence or suspected presence of a harmful device.
- damage by any cause covered under the 'Property' section to property used by you whilst at any exhibition anywhere within the European Economic Area
- diminution of attraction to the premises following damage by any cause not excluded by this policy to property occurring at any other site within a one (1) mile radius of any of the premises
- the cost of recruitment, overtime payments and the cost of employing temporary staff where an employee or group of employees resign from the business within fourteen days after a win in either the UK National Lottery Prize Draws (including Scratch Cards), UK National Football Pools, Euro Millions Lottery, Irish National Lottery or the UK Premium Bond Prize Draws
- interruption to your business arising from
  - a) an outbreak of a notifiable disease
  - b) an occurrence of murder or suicide at the premises; or
  - c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the premises; or
  - d) vermin or pests in the premises;
- interruption to your business following damage insured under the 'Property' section to patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, your property or held by you in trust or on commission for which you are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers other than at premises in your occupation
- interruption to your business following damage not otherwise excluded to your property whilst stored anywhere within the territorial limits other than premises in your occupation.
- the additional expenditure necessary to reinstate research and development projects to the stage they were at immediately prior to damage by any cause not excluded under the
- 'Property' section
- damage to utilities supply

### Significant /unusual exclusions or limitations

- Livestock, bloodstock, fishstock, growing crops or trees;
- Watercraft or aircraft or other aerial or spatial devices (including drones);

- motor vehicles and their contents, accessories, caravans or trailers except for such vehicles
- that are not licensed for road use;
- money, bullion, foreign coins, counterfeit or substitute money;
- land, piers, jetties, bridges, culverts or excavations;
- property in the course of erection or installation;
- property in transit except as specifically covered in the 'Exhibitions and trade fairs' extension;
- explosives;
- moveable property in the open unless damage is caused by fire, lightening, explosion, riot, civil commotion, malicious persons or impact;
- electricity, gas, water or telecommunications transmission lines or pipes except that this exclusion shall not apply to either:
  - a) such property that is located on or over your premises
  - b) those within fifty (50) metres of the perimeter of the premises; (whichever is the lesser) and for which you are responsible; or
  - c) as provided under the 'Utilities supply' extension.

## 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.

## Property Related Exclusions

### Significant or unusual exclusions or limitations applicable to Property Contents and Property - Buildings

- storm or flood damage
  - a) caused by frost, subsidence, ground heave or landslide
  - b) attributable solely to change in water table level
  - c) to moveable property in the open
- electrical or mechanical breakdown;
- gradual change, corrosion, deterioration, wet or dry rot marring, scratching or bruising
- impact with any property insured by waterborne vessel or craft;
- marine import shipments until discharged or until marine insurance has ceased to cover;
- micro-organism risks including mould, fungus, spores, or other micro-organism of any type, nature

- or description;
- pollution or contamination;
- property undergoing any process including but not limited to cleaning or repairing;
- subsidence or collapse unless caused by fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe; or
- damage to unoccupied buildings or their contents (other than by fire, explosion, lightning, earthquake, aircraft, other aerial device, satellite, missile or articles which impact upon the unoccupied buildings). This exclusion will not apply if you notify us the building has become unoccupied, pay any additional premium required by us and observe any conditions we require to safeguard the unoccupied property.
- wear and tear

## Personal Accident

### Significant features and benefits

This section provides compensation to the insured person in the event of death or permanent disablement within 12 months after bodily injury, or sustaining temporary total disablement as a result of bodily injury which continues beyond the deferment period specified in the schedule, provided that the accident occurs during the period of insurance. The benefits as stated in the schedule are only payable in event of injury or death to an insured person within defined groups of individuals.

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

This section also provides costs and expenses cover for:

- Funeral expenses – up to £5,000
- Emergency travel and accommodation expenses up to £1,000 to allow:
  - a) up to two close relatives to remain with the injured insured person; and/or
  - b) the insured person to be transported to their home address following discharge from hospital provided such costs are not recoverable from any other source
- Medical expenses incurred up to 15% of the benefit payable for death or permanent disablement but not exceeding £15,000 in total

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

### Significant /unusual exclusions or limitations

- We will not pay for death or disablement resulting from:
  - a) sickness or natural causes
  - b) nuclear, chemical or biological terrorism
  - c) air travel as a pilot or crew member
  - d) intentional self-inflicted injury or injury caused by the insured person's own reckless act (except in an attempt to save human life or in the course of the insured person's employment)
  - e) engaging in naval, military or air force service or operations, motor sports, winter sports, scuba diving to a depth greater than fifteen (15) metres, rock climbing or mountaineering, caving, potholing, paragliding, parachuting, sky diving, hunting on horseback, or racing of any kind except on foot
  - f) nuclear hazards
  - g) suicide or attempted suicide
  - h) intentional self-inflicted injury including self-inflicted injury arising from mental illness or the insured person being in a state of insanity
  - i) war in the insured person's country of domicile
  - j) any pre-existing condition unless declared to and accepted by us
- Accumulation Limit

Where, within 24 hours of a single event or the first event in a series of events within a 20KM radius from the original cause results in death or disablement to more than one person, the most we will pay under the Personal Accident section is £1,000,000. Where the total of all benefits claimed exceeds

- a) £1,000,000 the amount payable to each insured person will be reduced in proportion that
- b) £1,000,000 bears to the total amount claimed.

## Employers' Liability

### Significant features and benefits

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

Standard extensions include:

- Costs and expenses – expenses awarded against the insured or incurred in defence of a claim.
- Contractual liabilities – contractual obligations relating to injury to employees.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Data Protection - 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 when related to an employee injury.

### Significant or unusual exclusions or limitations

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

Employers' Liability Insurance excludes liability caused by:

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

## Public, Products and Pollution Liability

### Significant features and benefits

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

Public, Products & Pollution Liability insurance extensions:



- Costs and expenses – expenses awarded against the insured or incurred in defence of a claim and such defence costs and expenses are payable in addition to the limit of indemnity unless a claim is brought under USA or Canadian jurisdiction, then they form part of the limit of indemnity.
- Contractual liabilities – contractual obligations relating to injury to third parties.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Data Protection - 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.
- Inter-company cross liabilities – the insurance will be applied as if separate policies have been issued to each subsidiary but the maximum sums payable will not be increased and will apply so as to limit the total sum payable across all companies.

### Significant or unusual exclusions or limitations

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

Liability for any claim in respect of:

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



- liquidated damages, fines or penalties, punitive damages, aggravated damages, any additional damages resulting from the multiplication of compensatory damages;
- anything (other than the **products**) that **you** have sold or supplied;
- or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

## Legal Expenses

### Significant features and benefits

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

DAS run a dedicated 24-hour helpline offering Eurolaw commercial legal advice, 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.

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

### Significant 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.

## General exclusions

In addition to the exclusions listed above, there are also exclusions which relate to the entire policy such as:

- 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; Personal Accident Section, Employer's Liability Section, Public & Products Liability Section and Legal Expenses Section);
- Cyber risks (this exclusion shall not apply to any claim, loss or damage caused by or arising out of accidental damage, loss or destruction to property insured which would otherwise be indemnified by the 'Computer breakdown' section; and an act of terrorism to the property insured);
- Electrical plant (except in respect of claims arising under Terrorism, Employers liability and Public and products liability sections);
- Heat processes (except in respect of claims arising under Terrorism, Employers liability and Public and products liability sections);
- Northern Ireland (except in respect of claims arising under Terrorism, Employers liability and Public and products liability sections);
- Nuclear risks (except in respect of claims admissible under Employers' liability section)
- Pressure waves;
- Requisition or confiscation of property; and/or
- War and terrorism (except in respect of claims arising under Terrorism, Employers liability and Public and products liability sections, to the extent such cover).

For full details please read the policy documentation carefully.

## 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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