

## Marketing, Advertising and Communication Professional Liability Combined Insurance Policy Summary

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

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

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

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

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

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

### Excess or deductible

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

### Conditions

You must:

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

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:

- Civil liability for breach of professional duty including the acts of service providers for which you are legally liable
- Your predecessors in business.

- Libel and slander
- Breach of advertising regulation
- Public relations crisis management services limited to £50,000 in the aggregate
- Bodily injury or property damage arising as the result of a breach of professional duty
- Withdrawal of content
- Third party reliance on hacker's fraudulent use of your information limited to £100,000 in the aggregate

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

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

- Advertising, educational and promotional material
- Ownership or use of aircraft, watercraft, vehicles or property
- Asbestos causing bodily injury or property damage
- Alcohol, tobacco, nicotine and pharmaceutical products
- 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
- Management liability.
- Dishonesty or fraud other than of innocent partners/directors
- Financial services
- Legal advice
- Licence payments
- Arising from existing claims or circumstances prior to the period of insurance
- Fines, penalties and any claim uninsurable at law except for insurable exemplary or aggravated damages for libel or slander.
- Your insolvency
- Liability arising from employment.
- Breach of specified legislation including tax, competition, restraint of trade and anti-trust regulations
- Negotiable paper
- North American (USA /Canadian) jurisdiction.
- Ownership and rights
- Where you are entitled to coverage under any other insurance policy
- Pension schemes
- Pollution
- Products liability
- Stunts
- Territorial limits – worldwide excluding North America
- Transmission of viruses
- War and terrorism

## **Directors' and Officers' 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 section pays on behalf of the directors or officers (D&Os) or the company, where it can indemnify the D&Os, for claims made against them in their capacity as D&Os.

The limit of indemnity payable 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 insures:

- Past, present and future D&Os
- D&Os of the company as well as the D&Os of all its subsidiary companies
- Acts made and claims brought anywhere in the world.
- Defence costs and expenses includes attendance at a regulatory or official investigation as part of a claim against an D&O
- Each D&O separately: that is full severability in respect of the exclusions and application.
- Insurable punitive, multiplied & exemplary damages (awarded outside USA/Canada))
- Emotional distress as part of claim arising out of employment practices claims
- Pollution defence costs up to £50,000 for claims brought in the EU.
- Pollution claims brought by shareholders on the basis solely that pollution caused a loss in the value of the company's share capital.
- Claims arising out of failure to supervise employees in respect of the company's professional services

#### **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
- Non covered acts
- Claims made or brought under North American (USA /Canadian) jurisdiction.
- Pension schemes
- Personal profit
- Pollution except as expressly stated opposite.
- Products liability.
- Property/occupiers liability
- 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;
- theft of a client's money, tangible securities, funds or property for which you are legally liable;
- 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 our prior written consent in relation to:

- 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;
- replacement or repair cost to property as a direct result of robbery or safe burglary giving rise to a loss covered by the policy.

### **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; or
  - b) after the date of a take-over or merger; or
  - c) prior to the date of acquisition of a subsidiary as regards loss suffered by such subsidiary
  - d) after the date of awareness or discovery of dishonesty on the part of an employee participating in the loss.
- arising directly or indirectly from 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, including but not limited to computer programmes, copyright, customer information, patents, trademarks or trade secrets;
- loss arising from any trading or dealing in currencies, commodities, derivatives, foreign exchange, futures, options, securities, warrants and the like unless insured under the relevant insuring clause and results in an employee making an improper financial gain,
- 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 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 for an error or omission made by the company.

The limits of indemnity payable one claim or series of claims is sub-limited for each sub-section of cover and is limited in the aggregate for the policy period over all sub-sections as specified in the quotation or renewal documentation.

We shall pay the:

- defence cost in connection with a claim:
  - a) for an alleged breach by any company of any express (written or oral) 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 except that this insurance excludes and does not cover any pension trustee liability
- 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 with our prior written consent of each insured for any claim for bodily injury and/or property damage not covered by any other insurance section to this insurance.
- 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 except for defence costs expressly covered by this section.
- 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 but this exclusion shall not apply to defence costs of any insured person.
- 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 from
  - 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 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:

- Past, present and future trustees
- Acts made and claims brought anywhere in the world except North America.
- Defence costs and expenses includes attendance at a regulatory or official investigation as part of a claim against a trustee
- Each trustee separately i.e. full severability in respect of the exclusions and application
- Insurable punitive, multiplied & exemplary damages (awarded outside USA/Canada)
- Extended reporting period available in the event QBE do not offer renewal terms
- The trust scheme for loss consequent upon theft provided that:
  - a) such theft is discovered during the policy period and notified within 28 days of 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 insured is able to substantiate the loss,
  - d) any money which apart from the dishonest act would be payable by the insured will be deducted is diminution of any loss.

### Significant or unusual exclusions or limitations

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

- Arising out of litigation first made prior to or pending at the retroactive date.
- For bodily injury.
- For property damage

- For failure to make adequate contributions
- Arising from any pollution.
- Arising from fraud or dishonesty or gaining personal profit or advantage
- For fines or penalties
- Arising from legal proceedings brought in the United States or Canada or any enforcement order made in the US or Canada.

## 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 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, and with our prior written consent in contacting any people who attempted to use the website while it was damaged, destroyed or altered.

### 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 or alleged bodily injury suffered by anyone.
- 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.
  - liability or defence costs arising from the transmission by you of any computer virus which indiscriminately replicates itself and is automatically disseminated on a global or national scale.

### **Protection of computer systems**

It is agreed as a condition precedent to our liability under this section that you shall:

- have virus protection software operating on its IT system(s) which is running, correctly configured and regularly or automatically updated.
- have a fire wall or similar configured device to control access to its IT system(s).
- encrypt and control the access of all IT systems and external devices including plug-in devices networked to your IT system(s).
- control unauthorised access to its IT system(s) by correctly configuring its wireless network.
- change all passwords on its IT system(s) at least every sixty (60) days and cancel any username, password or other security protection after it knew or had reasonable grounds to suspect that it had been available to any unauthorised person.
- take regular back-up copies of any data, file or programme on its IT system.
- have an operational system for logging and monitoring user activity on its IT system(s).
- comply with the 1998 Data Protection Act where it has facility to collect names, addresses and other personal details.

## **Contents**

### **Significant features and benefits**

This section provides cover for:

- payment following identifiable loss or damage to specified property (contents) from a list of perils defined in this section of the policy
- cover fixtures, fittings, machinery, plant and all other contents,
- plans, deeds, briefs, manuscripts, books, documents and office records limit any one item: £1,000;
- computer discs and tapes limit any one item: £1,000;
- personal effects: £1,000 any one person;
- wines, spirits, cigarettes and tobacco held for entertainment purposes: £1,000 any one incident;
- works of art, rare books, sculptures, curios and collections: £1,000 any one incident;
- temporary relocation for cleaning or repair to a premises not owned or occupied by you: up to 15% of sum insured;
- transparencies, artwork, positives, negatives, scans and plates but excluding the cost of re-shooting £100,000;



- covers office computers and software: 25% of the contents sum insured;
- stock and materials in trade: not exceeding 25% of the contents sum insured or £10,000 whichever is the lesser;
- Deterioration of stock: £1,000
- Exhibitions: £5,000
- Glass breakage: £2,500 and £10,000 in the aggregate;
- Goods in transit: £5,000 any one event;
- Landscaped gardens: £10,000 in the aggregate;
- Lock Replacement: £2,500 in the aggregate
- Loss of metered water: £10,000 any one claim
- Money: business hours and transit limit £2,500;
- Personal accident (assault as a result of robbery): £20,000 death or permanent disablement benefit
- Rent: 25% of the contents sum insured
- Signs: £2,000 in the aggregate
- All risks on specified business equipment: £5,000 maximum single article limit of £25,000.

**Significant or unusual exclusions or limitations**

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

- 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

## Buildings

**Significant features and benefits**

This section provides cover for:

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

We shall indemnify you against damage to the property insured 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 person taking part in labour disturbances or malicious person;
- 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;
- theft or any attempt thereat;

- theft by violence or threat of violence to your family or employees;
- leakage of oil from any heating installation;
- 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 that results in loss of gross revenue and arises 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.

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

- 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;
- 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:

- Any payment in excess of the sum insured on gross revenue;
- any payment in excess of the maximum indemnity period;
- loss of gross revenue in consequence of damage excluded under the contents or buildings insurance sections;
- loss of gross revenue caused by the deliberate act of a supply authority withholding the supply of water, gas, electricity or fuel.

### **Terrorism**

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

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

- it occurs in Great Britain (meaning England, Wales and Scotland, but not the territorial seas adjacent, not Northern Ireland nor the Isle of Man or the Channel Islands);

- it is occasioned through any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence; and
- such act is certified by HM Treasury or a competent tribunal.

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

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

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

### **Employers' Liability**

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

Provides an indemnity to employers for their legal liability to compensate their employees following injury in the workplace including:

- Defence cost incurred in defence of a claim.
- Contractual liabilities – contractual obligations relating to injury to employees.
- Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
- Data Protection - valid compensation in respect of damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or material and non-material damage under Article 82 of the General Data Protection Regulation ('GDPR') including associated defence costs, and defence costs in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR. This extension shall be subject to certain exclusions as detailed in the policy wording;
- Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Sections 2 to 8) when related to an employee injury.
- Injury to working partners – cover extends to working partners provided injury caused by another working partner or employed person while working in connection with the business and there is a valid right of action for negligence against the other partner or employed person.

The limit of indemnity any one occurrence inclusive of defence costs is specified in the quotation or renewal documentation.

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

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

- 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.
- Actions brought in North American courts to indemnify any party domiciled in North America or to pay punitive or exemplary damages.

## Public and Products Liability

### Significant features and benefits

Provides an indemnity for liability at law to compensate third parties (not employees) for accidental bodily injury or accidental property damage

- 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.
- Contractual obligations relating to injury to third parties.
- Indemnity to principals
- Health & Safety defence costs
- 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 liability
- 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.
- Tenant's liability.
- Pollution

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:

- damage 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;
- 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;
- offshore installations;
- lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment);
- 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
- injury, damage or pollution caused by any product sold to or supplied with your knowledge to the United States of America or Canada;
- liquidated damages, fines or penalties, punitive damages, aggravated damages,

- caused by any work involving asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.
- any product or part intended to be used into the structure, machinery or controls of any aircraft, other aerial device or satellite;
- damage or nuisance to land or premises (including land or water within or below the boundaries of such land or premises) that are presently or were at any time previously owned, leased, hired or tenanted by the insured or otherwise in the insured's care, custody or control;
- liability for bodily injury, damage or nuisance arising out of or from pollution in North America;

### **Significant limitations that will restrict payment**

- Whenever you or any persons acting on your behalf use a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment or are otherwise applying heat away from your premises You must take reasonable precautions as stipulated in the policy document to prevent damage.
- The maximum amounts payable as an indemnity are limited to the amount stated in the quotation or renewal offer document.

## **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;
- DAS will defend your legal rights at your request;
- 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, DAS 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;
- DAS will provide a full enquiry or aspect enquiry on cross tax, 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 Exceptions

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;
- date 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.