

## Property Owners' 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 operative 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

### Significant features and benefits

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

**Property insurance extensions include:**

- Architects and other professional fees, Debris removal, the cost of complying with EU and public authorities' requirements and fire extinguishing expenses and emergency services damage
- Alterations, additions and improvements to tangible property The limit for this cover extension will be in addition to the sum insured but will not increase any overall policy limit of liability, where applicable
- Materials for incorporation into buildings in course of erection for which you are responsible under contract.
- Property forming part of the permanent or temporary works completed or in the course of completion in the performance of a contract
- Costs involved in the eviction of squatters.
- Insect nest removal costs
- Fixed glass breakage.
- Lock replacement costs following theft of keys from the premises or following hold up whilst in your personal possession or the possession of an authorised employee.
- Loss of metered water, gas oil or electricity.
- Temporary relocation for cleaning or repair to a premise not owned or occupied by you.
- Rent for residential buildings (where such rent is not covered by the Business Interruption section)
- Tree felling, lopping and removal following an insured event.
- Undamaged tenants improvements.

**Significant or unusual exclusions or limitations**

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

- **damage** caused by defective design, latent defect, defective materials or defective workmanship;
- caused by wear, tear, gradual deterioration, moth, vermin and mould;
- damage to:
  - a) livestock, bloodstock, fishstock, growing crops or trees;
  - b) watercraft or aircraft;
  - c) in respect of damage caused other than by fire, lightning, aircraft, explosion, riot, civil commotion, malicious persons, impact or earthquake to moveable property in the open, gates or fences;
  - d) any motor vehicle licenced for road use;
  - e) property in the course of erection or installation;
  - f) **Money**, fine art, jewellery precious metals and valuables;
- loss caused by theft or attempted theft, unless involving entry to or exit from the buildings at the premises, by forcible and violent means or by violence or threat of violence;
- **damage** caused by boiler explosion or electrical mechanical breakdown;
- **damage** to vacant property by escape of water, riot and civil commotion, vandalism or theft;
- the dishonesty of **your** employees
- transmission and distribution lines, other than those on **your premises**.
- for any fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information or data contained in any computer or electronic data equipment or system.
- for property located outside the territorial limits specified in the quotation or renewal documentation.
- riot or civil commotion happening in Northern Ireland.
- War, terrorism or nuclear risks
- Pollution, unless caused by or resulting from a cause not excluded by the policy

- **Damage** caused by subsidence resulting from bedding down, erosion, building works, existence of previous mining activity, collapse or that occurred before the policy commencement.

## Business Interruption

### Significant features and benefits

This section provides payment following loss of rent receivable and the alternative accommodation expenses provided that such damage is not excluded by the policy. The amount of loss caused by the interruption or interference with the business resulting from damage to the property used by you at the premises within the property section provided.

The insurance will only cover rent receivable and the alternative accommodation expenses to the extent and up to the limits described in the quotation or renewal documentation.

Business interruption extensions:

- Costs of re letting buildings.
- Denial of Access
- Notifiable disease – the occurrence of a defined notifiable disease at your premises that results in interruption to trade and loss of income.
- Loss of investment income on late payment of rent
- Utilities – damage to property at land based electrical generating station, gas plant, water processing plant or telecommunications service premises (but not transmission lines or pipes) that results in loss of your income.
- Prevention of access by unauthorised persons-loss of rent should your premises be unlawfully occupied.
- Managing Agents- loss of rent receivable.
- Book debts - payment following loss or damage to your records of accounts, plus the payment of expenses for tracing and establishing your customer's debit balances

### Significant or unusual exclusions or limitations

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

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

## Property Owners' Liability

### Significant features and benefits

This insurance provides an indemnity for liability at law to compensate third parties (not being employees) for bodily injury or property damage.

Standard extensions include:

Defective Premises act 1972 cover- for premises that you have disposed of.

- Costs – costs and expenses awarded against you or incurred in defence of a claim. Defence costs are generally payable in addition to the limit of indemnity (except for defence costs relating to claims brought in North America where such costs form part of the limit).
- Contractual liabilities – contractual obligations relating to injury to third parties.
  
- Indemnity to principals – contractual obligations to indemnify the principals for your liabilities arising from injury or property damage in your performance of the contract.
- Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Sections 2 to 8) contingent upon our prior consent so as to ensure that such costs are reasonable in the circumstances and related to an insured injury.
- The liability of your managing agents in conjunction with buildings you own but do not occupy.
- Environmental damage - liability for remediation or preventative costs in respect of unintended, sudden and accidental environmental damage to third party property where liability arises under an EU environmental protection statute or statutory instrument.

### Significant or unusual exclusions or limitations

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

- liability arising from or relating to:
  - a) advice given for a fee
  - b) injury to employees;
  - c) claims brought in and awards made in any court under North America jurisdiction [but this does not apply to temporary business trips for non-manual work in North America];
  - d) aircraft or watercraft
  - e) Asbestos
  - f) Deliberate acts;
  - g) liquidated damages, fines or performance warranties;
  - h) punitive, exemplary or aggravated damages;
  - i) war or terrorism;
  - j) property owned or in your custody and control but this does not exclude claims for damage to:
    - I) premises temporarily occupied by you for work,
    - II) visitors personal effects or
    - III) tenanted premises for liability arising outside the terms of any tenancy agreement;
  - k) liability for or the costs of recall or making good defective products or workmanship;
  - l) pollution or contamination of land or water within the boundaries of any premises presently or at any time owned or leased by you.

## Employers' Liability

### Significant features and benefits

This section provides an indemnity for liability at law to compensate your employees following bodily injury in the workplace.

Standard extensions include:

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

- Data Protection - valid compensation in respect of damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or material and non-material damage under Article 82 of the General Data Protection Regulation ('GDPR') including associated defence costs, and defence costs in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR. This extension shall be subject to certain exclusions as detailed in the policy wording;
- Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Sections 2 to 8) when related to an employee injury.
- Statutory defence costs including corporate manslaughter and prosecution costs of £1,000,000.

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

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

Employers' Liability Insurance excludes liability caused by:

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

## **Terrorism**

This section provides cover for damage or loss of income arising from or caused by an act of terrorism.

### **Significant or Unusual Exclusions or Limitations**

This section excludes damage or loss of income:

- to property outside England, Wales and Scotland;
- virus, hacking or denial of service attack;
- to any nuclear reactor or nuclear installation
- to private residences, or part of the building which is occupied as such.

## **Failure of Building Services Equipment**

### **Significant features and benefits**

This section provides cover for breakdown or failure of any part of the Building services equipment whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions;

failure or fluctuation of the supply of electricity to the Building services equipment;

breakdown caused by the error or omission of the operator(s) during the normal operation of the building services equipment other than in respect of failure to maintain or wilful negligence or a malicious act; or

the fracturing of any part of the building services equipment by frost when such fracture renders that part of the building services equipment inoperative.

### **Failure of Building services equipment insurance extensions**

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 sub-limit relating to that item of property.

- Damage from fragmentation
- Debris removal
- Loss mitigation
- Replacement equipment - rental or hire costs
- Storage tanks and contents
  
- Temporary repairs or expediting costs

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

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

- for damage to the Building services equipment occasioned by:
  - a) any test, experiment or conditions, routine inspection or the imposition of abnormal working conditions, including intentional overloading;
  - b) breakdown consisting of or caused by any form of corrosion or erosion,
  - c) breakdown caused to or in respect of any experimental or prototype Building services equipment,
  - d) inherent vice, faulty design or workmanship or maintenance work,
  - e) breakdown to safety or protective devices caused by operation of the Building services equipment,
  - f) transit;
  - g) gradual wear and tear.
- the cost of complying with building regulations or local authority or statutory requirements relating to undamaged plant and machinery or part thereof prior to damage;
- any rate, tax, duty, development or other charge or assessment arising out of capital appreciation;
- for damage to cutters, bits moulds, dies, heating elements, driving belts, chains and similar items that require periodic replacement, scratching of painted or polished surfaces.

## **Legal Expenses**

### **Significant features and benefits**

This 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 commercial legal advice, business assistance and counselling for all employees or their immediate family members. As well as the helpline, DAS maintains and regularly updates their website where you can access business tools and advice concerning recent legislation and employment issues.

Please refer to the policy documentation for full details of DAS's helpline, website, complaints and claims procedures.

This policy covers:

- Employment disputes and compensation awards

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

### **Significant 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 DAS 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.
- legal action you take which we or the appointed representative has not agreed to
- bankruptcy.

### **General exclusions to Property, Business interruption, Failure of building services and Terrorism sections**

In addition to the exclusions listed above, there are also general exclusions listed below which relate to the Property, Business interruption, Failure of building services and Terrorism sections.

Where expressly stated, the exclusions below shall not exclude any subsequent damage resulting from any ensuing cause which is not otherwise excluded.

- Aircraft travelling at supersonic speeds (this shall not excluded subsequent loss resulting from an ensuing cause which is not otherwise excluded);
- Boiler explosion and failure (this exclusion does not apply to loss covered under the Business Interruption or failure of building services sections if stated as being 'insured' in the schedule, and shall not exclude subsequent loss resulting from an ensuing cause which is not otherwise excluded);
- Communicable disease (this exclusion shall not apply in respect of and to the extend of the indemnity provided by the Notifiable disease, murder or suicide, food or drink poisoning extension);
- Cyber risks (this exclusion shall not apply to any claim, loss or damage caused by or arising out of an act of terrorism to your property insured);
- Disused, unoccupied or vacant buildings;
- Defective design;

- Electrical or mechanical breakdown (this exclusion does not apply to property expressly covered by Failure of building services section if stated as being 'insured' within the schedule, and shall not exclude subsequent loss resulting from an ensuing cause which is not otherwise excluded);
- Excess;
- explosives;
- Fines or penalties;
- Frost;
- Gradual change (this exclusion shall not exclude subsequent loss resulting from an ensuing cause which is not otherwise included);
- Marine impact;
- Marine insurance cover;
- Micro-organism;
  
- Molten metal or glass;
- Non-specific loss or damage;
- Nuclear risks;
- Pollution;
- Processing (this exclusion shall not exclude subsequent loss resulting from an ensuing cause which is not otherwise excluded);
- Riot;
- Subsidence or collapse (this exclusion shall not apply to subsidence caused by fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe);
- Theft and fraud;
- War and terrorism (this exclusion shall not apply to terrorism as specifically covered by the Terrorism section if it stated as being 'insured'; in the schedule);
- Water table level; and/or
- Wear and tear (this exclusion shall not apply to subsequent loss resulting from an ensuing cause which is not otherwise excluded).

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.**

**Underinsurance**

We recognise that it can sometimes be difficult to work out the right amount for your sum insured. That's why we allow you a margin of error in your calculations for certain aspects of your policy.

- In the **Property Section** of your **policy**, there is an 85% Condition of Average Clause. If you are underinsured but the sum insured is *more* than 85% of the cost of reinstatement, we will pay 100% of the reinstatement cost. However, if the sum insured is *less* than 85% of the reinstatement cost, the amount that we pay you will be limited to the proportion which the sum insured bears to the reinstatement cost.
- In the **Business Interruption Section** of your **policy**, there is a 50% Condition of Average clause. If you are underinsured but the losses we calculate you sustained for rent receivable are less than 150% of the sum insured, we will still pay you 100% of any valid claim under this section of your policy. However, if the losses sustained for rent receivable are more than 150% of the sum insured, the amount that we pay you will be limited to the proportion which the sum insured bears to the losses sustained for rent receivable.

**For full details of Underinsurance and how we apply average clauses to claims payments, 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.

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

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 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: <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>

You can contact the UK FOS via its website, or write to Exchange Tower, London E14 9SR, Tel: +44 (0)800 023 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)**

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.

### **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 Europe SA/NV Limited

QBE Europe SA/NV Limited, a Belgian incorporated insurance company (VAT BE 0690.537.456), licensed by the National Bank of Belgium (NBB) under 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 0800 111 6768. 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.