



# **QBE Excess Liability** Giving you the advantage

**Policy Terms**

# Giving you the confidence to achieve your ambitions

## Why QBE?

Our aim is giving you the confidence to achieve your ambitions. We help you manage the risks that could hold you back – so you can stay focused on your goals.

In a world of ever-changing challenges and risk exposures, we are committed to keeping you fully covered – and helping you manage a range of key issues.

## How we use your information

We are committed to complying with our legislative and regulatory obligations concerning the protection of the personal information and data of our policyholders and those applying to us for insurance.

Our Customer Privacy Notice, which sets out how we use and process the personal information you provide to us, or we collect from you about you and any of your employees or other individuals and how you and they can exercise your/their data protection rights, is available on our website.

## Award winning Claims service

With us, you benefit from an award-winning in-house claims service. We believe strongly in doing what it takes to help our customers recover as quickly as possible following a major incident. We'll assign a dedicated claims specialist who'll keep in contact as the situation unfolds, connecting you with the support you need – when you need it.

- > Support network of dedicated adjusters and claims relationship managers
- > Bespoke management information
- > Claims review meetings tailored to your needs
- > Major Loss management
- > Technical support for pre and post loss incident management
- > Carefully selected and audited specialist legal panel
- > Award-winning fraud team
- > Decisions supported by data analytics to manage claims faster and more effectively.


# 1. Policy Contents

This **policy** consists of the following:

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## 2. Policy Guide

### 2.1 Your policy

 This section explains the basis on which cover is provided.

- a) The **policy** is made up of this document, the **schedule** (including any substitution **schedules**) and any endorsements.
- b) Together these documents form the **policy** and set out the scope of this insurance.
- c) **Your policy** is a legally binding insurance contract. Please read all parts carefully and if **you** require clarification of the terms, conditions or exclusions, please contact **your** broker.
- d) If **your policy** is incorrect, or **you** believe that it does not meet **your** needs, please return it to **your** broker for alteration.
- e) All headings in this **policy** are included in bold. Other than in the headings, words in bold carry specific meanings which are set out in the 'General Definitions' **section**.
- f) Words conveying the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership or other legal entity.
- g) Any reference to legislation or regulations or industry guidance or standards in the **policy** extends to apply to any, or any subsequent, amending or replacement legislation or regulations, guidance or standards, and to any other legislation or regulation, guidance or standards of similar intent if applicable.
- h) Any reference to the United States of America Includes its territories and possessions.

### 2.2 Navigation

- a) Each **section** sets out the extent of cover, how the indemnity under this **policy** may be limited or excluded and other relevant terms and conditions applicable to that **section**. Cover is subject to the terms, conditions, limitations and exclusions of the **policy**.
- b) Certain terms apply to the whole **policy** and they are set out in the following **sections**:
  - i. General Definitions;
  - ii. General Exclusions;
  - iii. General Claims Conditions and Requirements;
  - iv. General Terms; and
  - v. How to Complain.
- c) Unless expressly stated otherwise elsewhere in the **policy**, **sums insured**, the **overall loss limit** and **sub-limit** are set out in the **schedule** and operate in accordance with the relevant provisions in the relevant specific **sections**, the 'General Definitions' **section** and/or the 'General Terms' **section** of the **policy**.

### 2.3 Fair presentation

- a) It is important that **you** have made a fair presentation of the risks which are insured by this **policy**, in accordance with the terms of the Insurance Act 2015.
- b) **Your** obligations in this regard, and **our** rights, are as set out in the Insurance Act 2015. **We** would advise **you** to obtain full details from **your** broker.
- c) If **you** have failed to make a fair presentation of the risk, this could lead to a reduction in the amount for which **we** will indemnify **you**, no payment being made under this **policy**, or the **policy** being treated as never having come into force in the first place, depending on the circumstances.

### 2.4 Conditions precedent

- a) The **policy** contains a number of terms which are conditions precedent to **our** obligation to indemnify **you** under the **policy**. These terms are specifically identified where they appear in the **policy** by the words "CONDITIONS PRECEDENT" which appear in capitals next to the title of the term.
- b) The consequences for breach of conditions precedent are serious and are set out in the Insurance Act 2015. At the most serious, breach of these terms may mean that **you lose your** entitlement to claim under this **policy**. **We** would advise **you** to obtain full details from **your** broker.

- c) Additional terms may also be included in any endorsements to the **policy**, and **you** should check these carefully as they may also be conditions precedent to **our** obligation to indemnify **you** under the **policy**.

## 2.5 Sum insured, limit(s) of indemnity, sub-limits

- d) The **sums insured**, **limits of indemnity**, and any **sub-limits** act as a cap on the amount for which **we** will indemnify **you** under this **policy**. The way these provisions operate is set out in the relevant specific **sections**, the 'General Definitions' **section** and/or the 'General Terms' **section** of the **policy**.
- e) It is essential that the **limits of indemnity**, as applicable for each **section** and all **sub-limits** are adequate for **your** needs. If a claim against **you** exceeds the **limit of indemnity**, or the applicable **sub-limit**, **you** will face uninsured liability and costs.
- f) It is **your** responsibility to request appropriate **limits of indemnity**, or **sub-limits**. If **you** are in any doubt as to the adequacy of any **limit of indemnity** or **sub-limit** contained in the **policy**, **you** should contact **your** broker and seek advice.

## 2.6 Setting your sums insured

- a) It is essential that the **limit of indemnity** for each **section** and all **sub-limits of indemnity** (where applicable) are adequate for **your** needs. If a claim against **you** exceeds the **limit of indemnity** or the applicable **sub-limit of indemnity**, **you** will face uninsured liability and costs.
- b) It is **your** responsibility to request appropriate limits. If **you** are in any doubt as to the adequacy of any **limit of indemnity** or **sub-limit of indemnity** contained in the **policy**, **you** should contact **your** broker and seek advice.

## 2.7 Premium payment

- a) **We** will indemnify **you** in accordance with and subject to the terms of the **policy**, in consideration of the payment to **us** of the premium set out in the **schedule** for the **period of insurance**.
- b) Unless expressly stated otherwise in a separate written agreement, if **you** do not pay any premium or premium instalment plus any applicable taxes/levies to **your** broker or **us**, by the due date in the **schedule**, **we** may give **you** written notice cancelling the **policy** with effect from the seventh (7<sup>th</sup>) day after the notice has been served.
- c) The **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect.
- d) Notice of cancellation is deemed to be served on the third (3<sup>rd</sup>) day after being posted if sent by pre-paid letter post properly addressed, or on the same day if sent electronically and properly addressed.
- e) In the event of cancellation, premium is due to **us** on a pro rata basis for the period that **we** are on risk. However, the full contract premium shall be payable to **us** in the event of a loss or **occurrence** prior to the date of termination, which gives rise to a valid claim under this contract.
- f) **We** may, at **our** discretion, deduct overdue unpaid premium from claims settlements but shall not set off or deduct premium that is not overdue. Pursuant to **your** and **our** obligations under any relevant compulsory insurance legislation, **we** shall not set off or deduct premium from any amounts payable under the 'Employers' Liability' **section**.

## 3. Notification of Claims

### 3.1 Notification of claims

**We** pride ourselves on placing the effective management and handling of claims at the heart of **our** business. **Our** claims teams have the skills and expertise to ensure that all claims are processed effectively and in a timely manner.

The claim notification procedures are explained in this wording booklet at the 'General Claims Conditions and Requirements' **section**. Please ensure that **you** are familiar with those procedures, as **we** may not pay **your** claim if **you** do not comply.


Claim notification contact details are set out in the **schedule**.



This section explains where claims details can be found.

## 4. General Definitions

The following definitions, when used as a bolded term, apply to the **sections** of the **policy** in which they are used, unless specified to apply to a particular **section** or **sections** only, or unless an alternative definition for any of the terms below is provided for within a specific **section**, in which case that definition shall apply. Where terms are used in the **policy** undefined (i.e. not in bold type) they are to be given their ordinary meaning.

 This section gives meaning to words in bold in the policy.

Where a term with more than one definition is used within another general definition, the term shall have the meaning given regarding the **section** to which it relates.

### 4.1 Act of Terrorism

means an act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the United Kingdom or any other government de jure or de facto.

### 4.2 Business

means **your** activities set out in the **schedule** including:

- a) maintenance of property and premises owned or occupied by **you**;
- b) the provision and management of catering, social, sports and welfare organisations for the benefit of **employees** or volunteers;
- c) **your** first aid, security, fire and ambulance services;
- d) private work carried out within the territorial limits by an **employee** for **your** directors or senior executives;
- e) participation in exhibitions trade fairs conferences and the like; or
- f) provision of gifts and promotional material incidental to the **business**.

### 4.3 (to) Cause

means to result directly and solely in an **occurrence**, event or liability which would otherwise not have taken place.

### 4.4 Communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

### 4.5 Computer system

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

### 4.6 (to) Contribute to

means to:

- a) result directly or indirectly in an **occurrence**, event or liability;
- b) contribute wholly or partly to an **occurrence**, event or liability; and/or
- c) increase the risk of an **occurrence**, event or liability.

#### 4.7 Cyber act

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

#### 4.8 Cyber incident

means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

#### 4.9 Damage/damaged

means physical loss of, physical destruction of or physical damage to tangible property which is **caused** by an **occurrence**.

#### 4.10 Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

#### 4.11 Domicile/domiciled

means the country where a person is liable to pay income tax or social security fund payments (or similar such tax or payments).

#### 4.12 DPA

means the Data Protection Act 2018.

#### 4.13 Employee

means a person:

- a) apprenticeship with **you**;
- b) acting in the capacity of **your** non-executive director; or
- c) who works for **you** in the course of **your business** including but limited to:
  - i. persons on secondment from another company who are not an **insured** under the **policy**;
  - ii. labour masters or persons supplied by them;
  - iii. labour-only subcontractors;
  - iv. self-employed persons;
  - v. drivers or hired-in plant operators;
  - vi. persons engaged under work experience, training, study, exchange or similar schemes;
  - vii. any officer, member or voluntary helper of the organisations or services stated in the **business**;
  - viii. voluntary workers, helpers and instructors;
  - ix. persons working under the Sentencing Act 2020, or the Criminal Procedure (Scotland) Act 1995;
  - x. outworkers or homeworkers;
  - xi. any other person defined under Sections 32(1), 35(2) and 54(3)(b) of the National Minimum Wage Act 1998;
  - xii. prospective **employees** who are being assessed by **you** as to their suitability for employment; or
  - xiii. persons a court in the United Kingdom, Channel Islands or Isle of Man deems to be an **employee**.

#### 4.14 Fungal Pathogens

means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to, mould, mildew, mycotoxins, bacteria, spores or any biogenic aerosols.

#### 4.15 GDPR

means the General Data Protection Regulation 2016/679 and UK General Data Protection Regulation.

#### 4.16 Insured

means the person, people, company or organisation (including any **subsidiary company**) stated in the **schedule** as insured, including **you**.

#### 4.17 Insured loss

means a loss indemnified in accordance with the terms, limitations, exclusions, conditions and definitions of the **underlying insurance**.

#### 4.18 Insurer

means the party specified as insurer in the **schedule** and any other subscribing insurers, including **us**.

#### 4.19 Legal costs

means all reasonable and necessary legal costs and expenses which you incur, as defined in the underlying insurance. These exclude legal costs which:

- a) are recoverable from **you** by any claimant or investigating or prosecuting authority;
- b) are **contributed to** by the deliberate act or omission of **you** or an **employee**;
- c) relate to improvement or prohibition notices, remedial or publicity orders or steps required to be taken by such orders;
- d) relate to attendance or representation at a public inquiry; or
- e) are covered wholly or partly by another insurance policy.

#### 4.20 Legionella

means any discharge, release or escape of legionella bacteria from water tanks, water systems, air-conditioning plants, cooling towers and the like.

#### 4.21 Limit of indemnity

With regards to the **underlying insurance** means:

- a) the same as is defined in the **underlying insurance**; and
- b) no more than the total limit specified in the **underlying insurance**.

With regards to this **policy** means **our** maximum liability as specified in the **schedule** regardless of the number of entities, persons or interested parties making the claim or claims under this **policy**.

#### 4.22 Motor vehicle

means:

- a) any land vehicle including its accessories, integrated in-vehicle safety systems and vehicle computer system including computer software;
- b) trailer, semitrailer or draw-bar trailer designed for travel on public roads, including any attached machinery or equipment; or
- c) any other land vehicle that is subject to a compulsory or financial responsibility law or other vehicle insurance law where it is licensed or principally garaged.

#### 4.23 Nuclear hazards

means:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component thereof;

- c) any weapon or device employing nuclear fission or fusion or other similar reaction or radioactive force or matter, or any combination of these;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or industrial purposes in accordance with all applicable laws and regulations governing such matters.

#### 4.24 Occurrence

means an accident, including continuous and repeated exposure to substantially the same general harmful conditions, which gives rise to liability insured by a **section of the policy**.

All accidents attributable to one original source or cause will be considered as a single **occurrence**.

#### 4.25 Offshore

means:

- a) work in or on any offshore rig or platform or support or accommodation vessel for any offshore rig or platform; and
- b) transiting to, from or between any offshore rig or platform or support or accommodation vessel.

Offshore activity commences at the moment of embarkation onto a conveyance at the point of departure from land and continues until disembarkation at the point of return to land.

#### 4.26 Other insured parties

means any of the following:

- a) **your** directors, partners, **employees** or former **employees**;
- b) officers, committee members and **employees** of **your** welfare and social organisations; officers and members of **your** security and emergency services or medical organisations (other than any qualified medical practitioner working in their professional capacities);
- c) **your** directors or partners or executives in respect of private work undertaken by any **employee** for **your** directors, partners or executives; and
- d) officers or trustees of **your** pension scheme(s), in their respective capacities as such.

#### 4.27 Period of insurance

means the time period as shown in the **schedule** which will refer to GMT unless otherwise specified.

#### 4.28 Personal Injury

means:

- a) bodily injury;
- b) death and resulting losses which become payable under the Fatal Accidents Act 1976 and the Damages (Scotland) Act 2011;
- c) physical illness and disease; and
- d) medically diagnosed psychiatric condition.

which is **caused** by an **occurrence**.

#### 4.29 Policy

means this document, the **schedule** (including any substitution **schedules**) and any endorsements.

#### 4.30 Pollution

means the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) at any time but not including any discharge, release or escape of airborne or waterborne pathogens from water tanks, water systems, air conditioning plants, cooling towers or similar except in respect of **legionella**.

#### 4.31 Schedule

means the document which details **your** insurance, the limits of cover and any endorsements that may apply.

#### 4.32 Section / Sub-section

means a section or sub-section of the **policy** that forms part of the **policy** but only if included in the **schedule**.

#### 4.33 Sub-limit of indemnity

means the maximum amount for which **we** will indemnify **you** under the **policy** in connection with an **occurrence** to which a **sub-limit of indemnity** is stated in the **schedule** to apply.

Any **sub-limit of indemnity** for a specified cover is deemed to be part of and not in addition to the applicable **limit of indemnity** unless expressly stated otherwise. The operation of the **sub-limits of indemnity** are set out in the 'General Terms' **section** of the **policy**.

#### 4.34 Subsidiary company

means any company being subsidiary to **you** within the meaning of the Companies Act 2006.

#### 4.35 Ultimate net sum

means the sum actually paid in the settlement of an **insured loss** for which **you** are liable after making proper deductions for all recoveries, salvages and other insurances, other than the **underlying insurance**, whether recovered or not but excluding costs and expenses where costs and expenses do not reduce the **limit of indemnity** of the **underlying insurance**.

#### 4.36 Underlying insurance

means the primary policy and those policies specified in the **schedule** as underlying insurance.

#### 4.37 War

means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including an **act of terrorism**.

#### 4.38 We / our / us

means the party specified as **insurer** in the **schedule** and any other subscribing **insurers**, including the **insurer**.


#### 4.39 You / your

means the person or entity (including any **subsidiary company**) stated in the **schedule** as **insured**, including the **insured**.

## 5. Excess Employers' Liability

### 5.1 Excess Employers' Liability Cover

**We** will indemnify **you** for the amount of the **ultimate net sum** in excess of the total **underlying insurance limit of indemnity** that **you** shall become legally liable to pay as damages, including claimant costs recoverable from **you** as a result of an **insured loss**, provided that:

 This section details the cover, any extensions, exclusions or terms applicable to this section.

- a) the insurers of the **underlying insurance** have paid or been held liable to pay or have admitted liability to pay the full amount of the total **limit of indemnity** of the **underlying insurance**;
- b) such payment of or liability to pay the **underlying insurance limit of indemnity** under a) above relates solely to **personal injury** caused during the **period of insurance**; and
- c) this **section** is subject to the same terms, limitations, exclusions, conditions and definitions as the **underlying insurance** but in the event of any conflict the provisions of this **policy** shall apply.

### 5.2 Additional Excess Employers' Liability Legal Costs

**We** will indemnify **you** for:

- a) the contribution to **legal costs** incurred in the investigation, settlement or defence of an **insured loss** that may give rise to a claim in excess of the total **limit of indemnity** of the **underlying insurance** in the ratio that this **section's** share of damages payable, including claimant costs recoverable from **you**, as finally settled bears to the total amount of damages payable, including claimant costs recoverable from **you**; and
- b) the payment of **legal costs** not recoverable from the insurers of the **underlying insurance** as a result of the insurers of the **underlying insurance** paying or offering to pay the total **limit of indemnity** of the **underlying insurance**, provided that **we**:
  - i. have exercised **our** right to assume charge of and conduct in **your** name of the defence or settlement of an **insured loss**;
  - ii. shall not pay any **legal costs** incurred by **us** of the **underlying insurance** prior to their payment of or offer to pay the total **limit of indemnity** of the **underlying insurance** or for which they would otherwise be liable;
  - iii. shall have the right to appeal a judgment for an amount in excess of the total **limit of indemnity** of the **underlying insurance** if **you** or **us** of the **underlying insurance** have a right of appeal but elect not to exercise such right. **We** shall be liable for all **legal costs** incurred with respect to such appeal, subject to the **limit of indemnity** of this **section**.

Notwithstanding clauses a) and b) above, any **legal costs** incurred or paid under this **section** are payable as part of and not additional to the **limit of indemnity**.

**Our** total liability under this **section** in connection with any one **occurrence**, including interest, claimant costs and **legal costs** will not exceed the **limit of indemnity** specified in the **schedule**.

### 5.3 Excess Employers' Liability Exclusions

The following exclusions apply to this **section** in addition to the 'General Exclusions'.

Save as necessary to comply with the minimum requirements of the law of the United Kingdom, Isle of Man or the Channel Islands relating to the compulsory insurance of **your** liability to **employees**, **we** will not indemnify **you** for liability which comprises or is **contributed to** by:

#### 5.3.1 United States of America and Canadian jurisdiction

payment of any judgment, award, payment or settlement made (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) under the laws of the United States of America and Canada to:

any party incorporated, **domiciled** or resident in the United States of America or Canada; and pay punitive, multiple or exemplary damages.

#### **5.4 Excess Employers' Liability Terms**

The following exclusions apply to this section in addition to the 'General Exclusions'.

Save as necessary to comply with the minimum requirements of the law of the United Kingdom, Channel Islands or Isle of Man relating to the compulsory insurance of **your** liability to **employees**, **we** will not indemnify **you** for liability which comprises or is **contributed to** by:

##### **5.4.1 Negation of the underlying insurance aggregate limit**

any amount in excess of the **underlying insurance limit of indemnity** which is expressed in the **underlying insurance** as applying in the aggregate.

## 6. Excess Public, Product and Pollution Liability

### 6.1 Excess Public, Product and Pollution Liability Cover

We will indemnify **you** for the amount of the **ultimate net sum** in excess of the total **underlying insurance limit of indemnity** that **you** shall become legally liable to pay as damages, including claimant costs recoverable from **you** as a result of an **insured loss**, provided that:

- a) the insurers of the **underlying insurance** have paid or been held liable to pay or have admitted liability to pay the full amount of the total **limit of indemnity** of the **underlying insurance**;
- b) such payment of or liability to pay the **underlying insurance limit of liability** under a) above relates solely to public, products and pollution liabilities arising under the **underlying insurance**; and
- c) this **section** is subject to the same terms, limitations, exclusions, conditions and definitions as the **underlying insurance**, but in the event of any conflict the provisions of this **policy** shall apply.



This section gives details of the cover, any extensions, exclusions or terms applicable to this section.

### 6.2 Additional Excess Public, Product and Pollution Liability Legal Costs

We will indemnify **you** for:

- a) the contribution to **legal costs** incurred in the investigation, settlement or defence of an **insured loss** that may give rise to a claim in excess of the total **limit of indemnity** of the **underlying insurance** in the ratio that this **section's** share of damages payable, including claimant costs recoverable from **you**, as finally settled bears to the total amount of damages payable, including claimant costs recoverable from **you**; and
- b) the payment of **legal costs** not recoverable from the insurers of the **underlying insurance** as a result of the insurers of the **underlying insurance** paying or offering to pay the total **limit of indemnity** of the **underlying insurance**, provided that **we**:
  - i. have exercised **our** right to assume charge of and conduct in **your** name the defence or settlement of an **insured loss**;
  - ii. shall not pay any **legal costs** incurred by the insurers of the **underlying insurance** prior to their payment of or offer to pay the total **limit of indemnity** of the **underlying insurance** or for which they would otherwise be liable; and
  - iii. shall have the right to appeal a judgment for an amount in excess of the total **limit of indemnity** of the **underlying insurance** if **we** or the insurers of the **underlying insurance** have a right of appeal but elect not to exercise such right. **We** shall be liable for all **legal costs** incurred with respect to such appeal, subject to the **limit of indemnity** of this **section**.

**Our** total liability under this **section** in connection with any one **occurrence**, including interest, claimant costs and **legal costs** will not exceed the **limit of indemnity** specified in the **schedule**.

### 6.3 Excess Public, Product and Pollution Liability Extensions

The following extension applies only if the **schedule** specifies that it is 'INCLUDED'.

Subject to the terms, conditions, limitations and exclusions of this **section**, **we** will indemnify **you**:

#### 6.3.1 United States of America and Canada

against legal liability for payment of any judgment, award, payment, **legal costs** or settlement delivered, made or incurred within countries which operate under the laws of the United States and Canada (or any order made anywhere in the world to enforce such judgment, award, payment, **legal costs** or settlement either in whole or in part).

**We** will not indemnify any insured, **subsidiary company**, party or company incorporated, **domiciled**, registered or resident in the United States of America or Canada.

**We** will not indemnify **you** for any:

- a) **personal injury or damage contributed to** by **pollution**, seepage or contamination;
- b) **personal injury or damage** including any cost, **legal costs** or liability arising from removing, nullifying, remaking or cleaning-up any actual or alleged **pollution**, seepage or contamination;
- c) liability which attaches by way of any agreement that would not have attached in the absence of such agreement; and
- d) liability to pay punitive, multiple or exemplary damages.

**Our** maximum liability during the **period of insurance** for all claims under this extension, including damages and **legal costs**, will not exceed the **sub-limit of indemnity** specified in the **schedule**.

The 'United States of America and Canada' exclusion does not apply to claims under this extension.

#### 6.4 Excess Public, Product and Pollution Liability Exclusions

The following exclusions apply to this section in addition to the 'General Exclusions'.

**We** will not indemnify **you** for liability which comprises or is **contributed to** by:

##### 6.4.1 Advice, design or plans irrespective of a fee being charged

the provision of any professional services including but not limited to advice, design, plans, specifications, formulae, surveys or directions prepared or given by **you** or **other insured party** but this will not exclude such liability **caused** by products supplied (as defined in the **underlying insurance**).

##### 6.4.2 United States of America and Canadian jurisdiction

any judgment, award, payment, **legal costs** or settlement delivered, made or incurred within countries which operate under the laws of the United States of America or Canada. This exclusion will not apply to visits made in the course of **your** business to undertake non-manual work, but **we** will not indemnify **you** for liability:

- a) under any agreement that would not have attached in the absence of such agreement;
- b) in connection with the ownership, maintenance, operation or use of any mechanically propelled vehicle or watercraft;
- c) **contributed to** by **pollution**; or
- d) to pay punitive, multiple or exemplary damages.

**We** will not indemnify any entity based in, operating in or **domiciled** in the United States of America or Canada.

#### 6.5 Excess Public, Product and Pollution Liability Terms

The following terms apply to this **section** in addition to the 'General Terms'.

##### 6.5.1 Inclusive legal costs

Where the terms of the **underlying policy** provide that **legal costs** reduce the **limit of indemnity** of the **underlying insurance**, then any such **legal costs** incurred or paid under this **policy** shall reduce the **limit of indemnity** of this **policy**.

##### 6.5.2 Exclusive legal costs

Where the terms of the **underlying policy** provide that **legal costs** do not reduce the **limit of indemnity** of the **underlying insurance**, then any such **legal costs** incurred or paid under this **policy** shall not reduce the **limit of indemnity** of this **policy**.

##### 6.5.3 Underlying insurance

Where the **limit of indemnity** of the **underlying insurance** is reduced or exhausted by:

- a) an **insured loss** for which this **section** provides an indemnity and to which an aggregate limit applies in the **underlying insurance** this **section** shall apply in excess of such reduced or exhausted amounts but not in respect of any reduced inner aggregate limits; or
- b) settlement of a claim or claims in breach of the terms, limitations, exclusions or definitions of the **underlying insurance**, this **section** shall only apply in excess of the reduced or exhausted amounts if **we** give **our** written consent to such reduction or exhaustion.

On exhaustion of the total **limit of indemnity** of the **underlying insurance** this **section** shall continue in force as if the **underlying insurance** subject to the terms, limitations, exclusions, conditions and definitions of this **policy** and the deductibles applicable to the primary policy specified in the **schedule**.

## 6.6 Excess Public, Product and Pollution Liability Conditions

The following conditions apply to this **section**, in addition to the 'General Terms'.

### 6.6.1 Heat away from premises – CONDITION PRECEDENT

Where the terms of the **underlying policy** provide 'heat away from premises' or 'heat conditions' or similar provisions, then this **policy** shall follow those conditions.

However, where the **underlying policy** does not apply such 'heat away from premises' or 'heat conditions' **we** will indemnify **you** under the **policy** only if **you** comply with the following conditions precedent:

Where work involving use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment by any person (whether a third-party contractor, an **employee** or other) is carried out away from any premises owned or occupied by **you**:

- a) **you** and **your employees** must take all 'reasonable precautions' to prevent damage; and
- b) **you** shall ensure that as a minimum any subcontractors or persons acting on **your** behalf comply with the 'reasonable precautions' set out below

The term 'reasonable precautions' shall include but not be limited to the following:

#### 1. Before Starting Work:

- a. a person shall be made responsible for fire safety and for ensuring that reasonable precautions are taken;
- b. all persons shall be made aware of the location of the site's fire alarms and fire fighting equipment; and
- c. the responsible person shall examine all property within a radius of six (6) metres from where the heat is being applied and where possible, remove all combustible materials; and

#### 2. During the Process of Work

the precautions and systems of work shown on the designated hot work permit must be complied with at each stage of the work;

- a. a person shall work alongside the operator of the equipment to look out for an outbreak of fire and there shall be available for immediate use a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose. If water is not available or unsuitable then 2 fully charged and serviced fire extinguishers maintained in accordance with the manufacturer's guidelines must be available. If either of those devices are not available, then all heat away must cease;
- b. the lighting of equipment shall be in accordance with manufacturer's instructions; and
- c. gas cylinders not required for immediate use shall be kept at least six (6) metres from where the heat is being applied.

#### 3. After Ceasing Work

a continuous examination for 1 hour shall be made of the area within a radius of six (6) metres from where the heat has been applied to ensure that there is no risk of fire.

## 7. General Exclusions

The following general exclusions apply to all **sections** and **sub-sections** of this **policy** including any extensions.



This section details what you are not covered for in the policy.

In some cases, a general exclusion has particular relevance to the cover provided under an extension and so it is highlighted in the extension. However, in such cases (i) the extension in question remains subject to all other general exclusions and (ii) the exclusion so highlighted remains applicable to all other parts of the **policy** and not just the extension where it is highlighted.

Unless expressly provided otherwise, **we** will not indemnify **you** for any loss, or liability which is **caused** or **contributed to** by any of the following:

### 7.1 Asbestos

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.

### 7.2 Communicable Disease

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

### 7.3 Legal costs incurred without consent

any **legal costs** incurred by **you** or the insurers of the **underlying insurance** without **our** prior written consent with respect to any **insured loss** that is settled for less than the total **limit of indemnity** of the **underlying insurance**.

### 7.4 Cyber risks

- a) **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or
- b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

Paragraph a) above will not apply to any actual or alleged liability for:

1. any ensuing third party bodily injury, death, physical illness or disease; or;
2. any ensuing physical **damage** to or destruction of third-party property **caused** by a **cyber incident**, unless that **cyber incident** is **contributed to** by a **cyber act**.

This exclusion does not apply to:

1. **personal injury** to an **employee** to which the Excess Employers' Liability **section** of the **policy** applies; or
2. any consequent **personal injury** or **damage caused** by **act of terrorism**, for which cover is expressly provided elsewhere in the **policy**.

**We** will not indemnify **you** for any action taken in controlling, preventing, suppressing or remediating a **cyber incident** or a **cyber act**.

### 7.5 Data Protection liabilities

a breach or alleged breach of the **DPA** or **GDPR**.

### 7.6 Fines and penalties

liability for payment of any fines or penalties imposed or ordered to be paid, or damages for breach of contract for late or non-completion of orders.

### 7.7 Motor vehicles in the United States of America and Canada

**personal injury** or **damage** arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others of any **motor vehicle** owned or operated by or rented or loaned to any **insured**.

We will not indemnify **you** if the:

- a) claim against any **insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**; or
- b) **occurrence** which caused the **personal injury** or **damage** involved the ownership, maintenance, use operation, loading or unloading or entrustment to others of any **motor vehicle** that is owned or operated by or rented or loaned to any **insured**.

### 7.8 Nuclear hazards

**damage**, or loss or interruption or interference directly or indirectly **caused by**, or **contributed to by**, or arising from **nuclear hazards**.

### 7.9 Offshore activities

**personal injury** sustained by any **employee** while **offshore**.

### 7.10 Toxic Mould

any **Fungal Pathogens** whether directly or indirectly, regardless of any other cause or event contributing concurrently or in any sequence to a loss or liability.


For the purposes of this exclusion, loss or liability includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for **Fungal Pathogens**.

### 7.11 War and terrorism

any act of **war** or any **act of terrorism**.

## 8. Claim Conditions and Requirements

The 'Conditions precedent' and 'Compliance with policy terms' provisions set out the consequences of a failure to comply with the following provisions.

 This section details the procedure required when you make a claim.

The 'Conditions precedent' provision (clause 2.4) sets out the consequences of a failure to comply with the following provisions marked as 'CONDITIONS PRECEDENT'.

### 8.1 Claim notification – CONDITIONS PRECEDENT

**We** will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

**You** must notify **us** as soon as practical but in any event within three (3) business days of becoming aware of the following events:

- a) an **occurrence** or circumstance which may give rise to a claim under the **policy**; or
- b) potentially result in the total **limit of indemnity** of the **underlying insurance** being reduced by twenty five percent (25%) or more, whether or not by way of settlement or claim reserve or otherwise.

Such notice must include full details and be provided by telephone or email to the claims notification address or telephone number specified in the **schedule**.

Compliance with this term is a condition precedent to **our** liability under all **sections** of the **policy** except Section 5 – Excess Employers' Liability **section**.

### 8.2 Claim procedure – CONDITIONS PRECEDENT

**We** will only indemnify **you** under the **policy** if **you** comply with the following conditions precedents:

For every claim **you** and any person acting on **your** behalf must:

- a) provide **us** or **our** appointed agent with copies of any legal documents relating to an **occurrence** within three (3) business days of receipt;
- b) provide such evidence and information in respect of the claim as **we** may reasonably require together with (if **we** ask for it):
  - i. a statutory declaration of the truth of the claim and any matters connected with it; and
  - ii. give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- c) **you** will allow extracts and copies of any and all such documentation as may be reasonably required to be taken by **us** without charge and will take reasonable steps to obtain such documents that are in the possession or control of third parties;
- d) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** prior written consent;
- e) act with due diligence, undertake or permit to be undertaken all tasks reasonably practicable to minimise **damage**;
- f) always act honestly;
- g) co-operate with **us** or **our** appointed agents to allow compliance with any relevant practice directions and pre-action protocols;
- h) not destroy evidence or supporting information or documentation without **our** prior consent,
- i) not destroy any property that may give rise to a claim under this **policy**; or
- j) comply with any reporting obligations provided for under the **GDPR**.

Compliance with this term is a condition precedent to **our** liability under all **sections** of the **policy** except Section 5 – Excess Employers' Liability **section**.

### 8.3 Our rights

- a) **We** will have conduct of any potential insured claim which may be subject to an indemnity and may take over the defence or settlement of any claim in **your** name.
- b) **We** are under no obligation to automatically follow settlements in discharge of the liability of the insurers of the **underlying insurance**.

- c) **We** may at any time pay the **limit of indemnity** or **sub-limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and thereafter be under no further liability except (where payable under the relevant **section**) for payment of **legal costs** incurred prior to the date of payment.
- d) **We** shall be entitled where an **insured loss** has occurred and a claim has been agreed, to set off any outstanding premiums or charges owing to **us** under this or any other **policy**.

#### 8.4 Settlement of underlying claim – CONDITION PRECEDENT


If any indemnity under this **policy** is sought, **you** must obtain **our** written consent to settle **legal costs** or settle a claim or claims under the **underlying insurance**.

#### 8.5 Subrogation

- a) All recoveries or payments recovered or received subsequent to a loss settlement under this **policy** shall be applied first to subrogation expenses, second to claims or costs and expenses incurred in the defence or settlement of such claims by **us** hereon, third to claims or costs and expenses incurred in the defence or settlement of such claims by the insurers of the **underlying insurance**, and fourth to the applicable retention or deductible under the **primary policy**. **We** will contribute our share and no more of the costs of any recovery in the proportion of the benefit **we** have received from the recovery. Provided always that nothing in this **policy** shall be construed to mean that loss settlements under this **policy** are not payable until **your** ultimate net loss has been finally ascertained.
- b) In the event the **underlying insurance** elects not to pursue any recovery **we** shall have the right but not the duty to request **you** transfer to **us** all rights and remedies, indemnities or advantages held by or available to **you** whether from the insured debtor or from other parties for the purpose of recovering or reducing an **insured loss** in respect of which a claim has been paid, with the intention that **we** will be fully subrogated to all such rights, remedies, indemnities and advantages. **You** and any person acting on **your** behalf must not waive any rights of recourse or recovery and has a continuing duty to perform these obligations.

## 9. General Terms

The following 'General Terms' apply to all **sections** and **sub-sections** of this **policy** including any extensions, unless otherwise expressly provided.

 This section sets out terms and conditions including obligations and rights under the policy.

### 9.1 Applicable law and jurisdiction

- a) The law applying to the **policy** is the law of England and Wales.
- b) Any legal proceedings between **you** and **us** in connection with the **policy** will be subject to the exclusive jurisdiction of the courts of the country as stated in the **schedule**.

### 9.2 Application of limit, sub-limits of indemnity

- a) Where a **limit of indemnity** is stated in the **schedule**, the amount stated is the maximum amount for which **we** will indemnify **you** under the **policy** for all claims during the **period of insurance** regardless of the number of premises or other locations to which the claims relate or the number of entities, persons or interested parties making the claim or claims under this **policy**.
- b) **Our** liability under the **sections** of this **policy** shall not exceed the **limit of indemnity** for each **section** as stated in the **schedule**:
- c) If an **occurrence** gives rise to a claim or claims under two or more extensions which are subject to a **sub-limit of indemnity**, **our** maximum liability for the **occurrence** will not exceed the single largest applicable **sub-limit of indemnity**.
- d) If more than one entity makes a claim under the **policy** in connection with the same **occurrence**, our maximum liability will not exceed the **limit of indemnity** or **sub-limit of indemnity** which would apply if the claim were made by a single entity.
- e) Any **sub-limit of indemnity** shall form part of, and is not in addition to, the **limit of indemnity** unless expressly stated otherwise in the **sections** or **schedule**.

### 9.3 Assignment

Assignment of interest under the **policy** will not bind **us** unless and until **our** written consent is endorsed hereon.

### 9.4 Cancellation

**We** may at any time during the **period of insurance** serve written notice on **you** at the address shown on the **schedule** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice.

Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. Upon demand and subject to no claims having been notified under the **policy**, **we** will return to **you** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

### 9.5 Compliance with policy terms

**You** and anyone acting on **your** behalf must each comply with every applicable provision of the **policy**. To the extent this insurance provides a benefit to any other party, **you** shall be responsible for ensuring each insured party complies with every applicable provision of this **policy**.

If **you** or anyone acting on **your** behalf breaches any provision of the **policy**, **we** may, without prejudice to any of our other rights, reject or reduce sums payable to the extent that **our** liability under the **policy** has been incurred or increased by reason of the breach. If **we** have paid any sums under this **policy** for which **we** were not liable (whether by reason of breach of any provision of the **policy** by **you** or anyone acting on **your** behalf or for any other reason) **you** shall promptly repay such sums to **us**.

To the extent **we** waive all or some of **our** rights in relation to any obligation on **you**, this shall not prevent **us** from relying on any provisions in the future and any delay in reliance or any partial reliance by **us** shall not prevent **us** from relying on any such provisions, in whole or in part, in the future.

## 9.6 Conflict of interest

**You** and anyone In the event of a conflict of interest between **you** and any other insured party indemnified by this insurance, separate representation will be arranged for each party.

## 9.7 Contract (Rights of Third Parties) Act 1999

This **policy** does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as **you** and both **us** and **you** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

## 9.8 Contribution

If at the time of any claim under this **policy** there is any other valid and collectible insurance, not stated as **underlying insurance**, that covers any **insured loss** in whole or in part, available to **you** or any **other insured party** other than insurance that is specifically stated to be in excess of this **policy**, and names **us** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

## 9.9 Data Privacy Notice

Any personal **data** provided to **us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found using the details provided in the **schedule**.

## 9.10 EU Coverage

- a) Any automatic coverage provided by this **policy** for:
  - i. entities acquired by, merged with, or established by, **you**;
  - ii. **property** or other interests acquired by **you**; or
  - iii. additional **insureds**;

will not apply to the extent that, as a result of the United Kingdom's withdrawal from the European Union, **we** are not permitted by applicable law or regulation to provide that coverage and/or would become exposed to legal or regulatory sanction as a consequence of providing that coverage.
- b) In the case of any grant or exclusion or restriction of coverage in respect of **your** liability under or compliance with European Union law or regulation, following the United Kingdom's withdrawal from the European Union, any reference in the **policy** to European Union law or regulation will include equivalent domestic laws of England & Wales, Scotland and/or Northern Ireland or equivalent United Kingdom regulation.
- c) If this clause conflicts with any other clause in the **policy**, the terms of this clause will prevail.

## 9.11 Exchange rate

In the event of a payment being made under the **policy** in any other currency than pounds sterling (GBP), the exchange rate applicable will be the free rate of exchange at the date that settlement is agreed.

## 9.12 Insolvency

The insolvency bankruptcy receivership or any other refusal or inability to pay by **you** and/or **us** shall not operate to:

- a) reduce or exhaust the **limit of indemnity** of the **underlying insurance**; or
- b) increase **our** liability under this **policy**.

## 9.13 Inspection and Audit

**We** or **our** representative will be permitted to inspect **your** property and operations with reasonable notice. Such inspections do not warrant that the property or operations are safe.

## 9.14 Insurance Act 2015

Nothing in the **policy** is intended to vary the provisions of the Insurance Act 2015.

### 9.15 Maintenance of underlying insurance

The **underlying insurance** shall be maintained in full force and effect during the currency of this **policy** except for any reduction of any aggregate limits contained therein solely by payment of claims thereunder and shall not be cancelled or otherwise allowed to lapse without prior notice to **us**.

No amendments to the **underlying insurance** shall form part of this **policy** until agreed in writing or by electronic medium by **us**.

### 9.16 Material changes during the policy period

- a) **You** must notify the **us** within thirty (30) days of any material change to **you, your business** or the risks insured if indemnity under this insurance is sought in relation to any such change.
- b) **We** shall not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless **you** have provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.
- c) No proportionate reduction in underlying **limit of indemnity**.

**Our** liability shall be unaffected by any reduced paid or payable claims amount arising from an insurer on the **underlying insurance** exercising any proportionate remedy and **we** shall not be liable under this **policy** until the full **limit of indemnity** of the **underlying insurance** has been exhausted without taking into account any such proportionate claims amount.

### 9.17 Other insurance

The **policy** will not provide any indemnity for any claim or part thereof which at the time of any claim made under the **policy** is covered by any other valid and collectible insurance and will not contribute to any claim with any such valid and collectible insurance, except as specifically provided otherwise in an extension of the **policy**.

### 9.18 Premium adjustments following cover amendments

In the event of a notification of a material change of the risk by **you** at any time after the inception of the **policy**, the annual premium for this insurance will be adjusted and re-calculated. In order to do that, the adjusted annual premium based on the material change of the risk, will be compared against the annual premium charged at inception of the **policy** or the most recent annual premium following any previous adjustment. Where the adjustment in annual premium results in:

- a) an additional charge of less than GBP20, a minimum of GBP20 will be charged to **you**;
- b) a refund of less than GBP20, any such refund will be waived and not processed; and
- c) an additional charge or refund greater than GBP20, this sum will be charged or refunded to **you** in its entirety via **your** intermediary.

Any difference in premium for the unexpired **period of insurance** to be payable or refundable by or to **you** will be adjusted in accordance to the terms of the **policy**.

### 9.19 Records

**We** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

### 9.20 Sanction limitation and exclusion

**We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### 9.21 Subscribing insurer

**Our** obligations under this **policy** are several and not joint and are limited solely to the extent of individual subscriptions. **We** are not responsible for the subscription of any co-subscribing insurer.

### 9.22 Underlying insurance provider

It is a requirement that the insurers of the **underlying insurance** have a minimum 'A' rating by Standard & Poors and be authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority.


## 10. How To Complain

### 10.1 Complaints to QBE

**You** can complain about the **policy** by contacting **your** broker or by contacting **us** using the complaints details below.

#### QBE UK Limited or QBE Europe SA/NV (UK Branch)

<b>By email</b>	<a href="mailto:CustomerRelations@uk.qbe.com">CustomerRelations@uk.qbe.com</a>
<b>By post</b>	Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD
<b>By telephone</b>	+44 (0)20 7105 5988

 This sections details the procedure for making a complaint.

### 10.2 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.

Details on how to contact the UK FOS are as follows:

#### Financial Ombudsman Service

<b>By telephone</b>	+44 (0)800 023 4567
<b>Website</b>	<a href="http://financial-ombudsman.org.uk/consumers/how-to-complain">financial-ombudsman.org.uk/consumers/how-to-complain</a>

### 10.3 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 1DY.



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597408/2311

