

A large, abstract geometric pattern composed of numerous overlapping triangles in various shades of blue, ranging from light to dark, creating a complex, crystalline structure that occupies the central and lower portions of the page.

QBE Excess Liability Policy Summary

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This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy documentation. This summary is not intended to alter or amend the terms of the policy. An outline of the policy's significant features and benefits is set out below together with any significant exclusions. It is important that you read the full policy documentation.

Please refer to the Policy Guide section of the policy for more information regarding the structure and operation of the policy including the application of clauses relating to difference in conditions and limits and financial interest.

Details of the start date and end date of the policy are contained in the policy schedule. The law and jurisdiction applicable to the policy is stated in the policy schedule.

The policy provides cover under the following sections:

- > **Excess Employers' Liability; and**
- > **Excess Public, Product and Pollution Liability.**

Not all the sections may be operative as part of your insurance. Please refer to the policy schedule for confirmation of the sections of cover that you have selected. The policy only provides cover under each of the sections where these are marked as "INCLUDED" on your policy schedule.

The 'Excess Employers' Liability' and 'Excess Public, Product and Pollution Liability' sections also contain a number of extensions. Cover is provided where these are marked as "INCLUDED" on your policy schedule.

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Excess Employers' Liability and Excess Public, Product and Pollution Liability Sections

Summary

This is a summary of the sections of the policy relating to Excess Employers' Liability and 'Excess Public, Product and Pollution Liability' sections, which are as follows:

- > **Excess Employers' Liability; and**
- > **Excess Public, Product and Pollution Liability;**

Not all of the 'Excess Employers' Liability' and 'Excess Public, Product and Pollution Liability' sections or sub-sections within those sections may be operative as part of your insurance. Please refer to the policy schedule for confirmation of the sections of cover that you have selected. The policy only provides cover under each of the 'Excess Employers' Liability' and 'Excess Public, Product and Pollution Liability' sections where these are marked as "INCLUDED" on your policy schedule. The 'Excess Employers' Liability' and 'Excess Public, Product and Pollution Liability' sections also contain a number of extensions. Cover is provided only if these are marked as "INCLUDED" on your policy schedule.

Excess Employers' Liability Section

Excess Employers' Liability - the cover provided

This insurance provides indemnity for amounts in excess of your underlying insurance policy's limit of indemnity covering your:

- a) liability at law to compensate your employees following bodily injury in the workplace (employers' liability); and
- b) costs and expenses incurred in the investigation, settlement or defence of an event which is or may be the subject of indemnity under this section which are not recoverable from your underlying insurers.

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:

- > **Negation of the underlying insurance aggregate limit:** liability for any amount in excess of the underlying insurance limit of indemnity which is expressed as applying in the aggregate.

Excess Public, Product and Pollution Liability Section

Excess Public, Product and Pollution Liability - the cover provided

This insurance provides an indemnity for amounts in excess of your underlying insurance policy's limit of indemnity covering your legal liability to pay damages or compensation, and costs and expenses not recoverable from your underlying insurers, arising from or in connection with a product (Product liability), the business (Public liability) and pollution (Pollution liability).

Excess Public, Product and Pollution Liability – extensions

The Excess Public, Product and Pollution section contains an extension which is subject to a specific sub-limit of indemnity which limit the amount payable in respect of each item:

- > **United States of America and Canada:** liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of United States and Canada.

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:

- > **Advice, design or plans irrespective of a fee being charged:** liability arising out of or from the provision of any professional services such as advice, design, plans, specifications, formulae, surveys or directions prepared or given by you or other insured party.

Significant or unusual exclusions or limitations

The policy document contains a number of provisions that may restrict payment if not complied with. These are:

- > **Heat away from premises:** Whenever you or persons acting on your behalf use a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment or otherwise applying heat away from your premises you are to take reasonable precautions as stipulated in the policy to prevent damage.

General Exclusions

The policy contains a number of exclusions and limitations which apply to the Excess Employers' Liability and Excess Public, Product and Pollution Liability cover. Some of the more significant exclusions and limitations applying are listed below. QBE will not pay for:

- > **Asbestos:** liability arising from or caused by any work involving the manufacture, mining, processing, exposure etc, to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.
- > **Communicable Disease:** liability for any amount arising out of a communicable disease.
- > **Costs and expenses incurred without consent:** any costs and expenses 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.
- > **Cyber risks:** cyber act or cyber incident, as defined in the policy, loss of use, reduction in functionality, repair, replacement, loss or theft of any data.
- > **Data Protection Liabilities:** liability for any amount arising under the provisions of Data Protection legislation or the General Data Protection Regulation ('GDPR').
- > **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.
- > **Motor vehicle in 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.
- > **Nuclear hazards:** hazards such as the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly.
- > **Offshore activities:** personal injury sustained by any employee while offshore.
- > **Toxic Mould:** Fungal Pathogens.
- > **War and terrorism:** any act of war or any act of terrorism.

General Claims Conditions and Requirements

These conditions apply to all sections of your insurance policy including any extensions unless otherwise expressly provided.

If you need to make a claim under the policy, in terms of whom to contact please refer to the details provided in the policy schedule relevant to the section under which you wish to claim.

Notification conditions

Except in relation to the Excess Employers' Liability section, it is a condition precedent to our liability that you comply with the notification provisions for each section as set out in the General Claims Conditions and Requirements section. Please see the policy terms for further detail. If you do not comply, indemnity may not be provided.

Other Conditions

> Claim procedure – CONDITION PRECEDENT

You must not admit responsibility, liability or make any offer or promise without our prior written consent; you must act with due diligence and honesty, co-operate with us and give all such information, assistance to enable us to investigate any claim as we may require or request, and comply with any GDPR reporting obligations; and not to destroy evidence or documentation without our prior written consent. You must provide us with copies of any legal documents relating to an insured event within three (3) business days and authorise us to obtain medical records or other relevant information.

> Settlement of underlying claim – CONDITION PRECEDENT

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

> Our Rights

We will have conduct of any potential insured claim which may be subject to an indemnity and will be permitted to take over the defence or settlement of any claim in your name.

> Property Damage

You must not waive any rights of recourse or recovery against any other person relating to an occurrence or loss that may give rise to a claim. You must, at our request, undertake such acts as may be required for the purpose of enforcing any rights and remedies.

General Terms and Information

Governing law and jurisdiction

As set out in your policy and policy schedule.

Insurance Act 2015

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

Material changes

You must notify 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.

Cancellation

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. QBE may issue 30 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.

Renewing your policy

If QBE are willing to invite renewal of the policy QBE will use best endeavours to tell you at least twenty-one (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.

How To Complain



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)

By email	CustomerRelations@uk.qbe.com
By post	Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD
By telephone	+44 (0)20 7105 5988

The UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint.

Information about the eligibility criteria is available on the UK FOS website:

www.financial-ombudsman.org.uk/consumers/how-to-complain.

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

Financial Ombudsman Service

By email	UK FOS, Exchange Tower, London E14 9SR
By telephone	+44 (0)800 023 4567
Website	financial-ombudsman.org.uk/consumers/how-to-complain

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, or **you** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.



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