

Business Combined Insurance Policy is underwritten by
QBE Insurance (Europe) Limited (QBE)

This **Business Combined Insurance Policy** is an annual insurance contract unless stated otherwise in the quotation or renewal documentation and may be renewed each year subject to the terms and conditions then applicable.

This document provides a summary of the main benefits under the Business Combined Insurance Policy and its terms and conditions. **For full details of all policy benefits and all terms you should read the *policy document*.**

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

A	Contents	G	Goods in Transit
B	All Risks Specified Business Equipment	H	Personal Accident
C	Buildings	I	Employers' Liability
D	Computer Breakdown	J	Public and Products Liability
E	Business Interruption	K	Legal expenses
F	Terrorism		

Excess

All sections except for sections E, H and I will carry an 'excess' being the first amount of each claim that you must pay and is not insured. The amount(s) will be stated in the quotation or renewal documentation.

Contents

Significant features and benefits *(See policy document pages 4)*

This section provides payment following identifiable loss or damage to specified property from a list of perils defined in the policy. Damage must occur at the situations agreed with **QBE**. The insurance will cover plant, machinery, computer and ancillary equipment, stock and materials in trade, frozen and refrigerated contents and general contents as described in the quotation or renewal documentation.

In addition there are a number of cover extensions and where these include a sum insured or limit this amount is inclusive within your selected overall sum insured or limit relating to that item of property. Significant cover extensions are listed below.

Contents insurance extensions <i>(See <u>policy document</u> pages 4-9)</i>	Limit any one claim or aggregate
a) plans, deeds, briefs, manuscripts, books, documents and office records limit any one item:	£2,500
b) computer discs and tapes limit any one item:	£2,500
c) personal effects for an amount not exceeding:	£1,000 any one person
d) wines, spirits, cigarettes and tobacco held for entertainment purposes up to a limit of:	£2,500 any one incident



Business Combined Insurance Policy Summary **QBE**

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|----|---|---------------|----------|-------------|
| e) | works of art, rare books, sculptures, curios and collections for an amount not exceeding: | £5,000 | any | one |
| | | | incident | |
| f) | temporary relocation for cleaning or repair to a premises not owned or occupied by you but within the United Kingdom and Eire | not exceeding | 10% of | sum insured |

The policy includes cover extensions. Please read your quotation or renewal documentation that will confirm if you are covered for:

- a) Glass breakage
- b) Money and personal accident (assault)
- c) Deterioration of stock
- d) Fidelity guarantee
- e) Exhibitions
- f) Landscaped gardens
- g) Lock Replacement
- h) Loss of metered water
- i) Rent
- j) Signs

Significant / unusual exclusions or limitations (See policy document pages 5-6 and 48)

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:

1. any sum in excess of the sums insured or limits of liability stated in the quotation or renewal documentation.
2. the first amount of each and every claim stated in the quotation or renewal documentation.
3. for damage to moveable property in the open, gates or fences caused by storm or flood
4. for 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.
5. for the dishonesty of employees, other than that provided for in the cover extension of Fidelity guarantee.
6. 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.

Significant limitations that will restrict payment are:

The insured must:

- a) pay (or agree to pay) the premium by the agreed due date,
- b) notify events that may become a claim as soon as possible,
- c) advise any and all changes to the declared business activity or use of any premises.

All Risks – Specified Business Equipment

Significant features and benefits (See policy document page 11)

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

Significant /unusual exclusions or limitations (See policy document pages 11 and 48)

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:

1. the first £250 of each claim;



Business Combined Insurance Policy Summary **QBE**

2. for damage arising from wear and tear or from any process of cleaning, dyeing restoring, adjusting or repairing;
3. for damage arising from or attributable to the action of light or atmosphere moth, parasites, vermin, corrosion, dampness, marring, scratching, bruising or deterioration;
4. for damage by theft or any attempt thereat not involving entry to or exit from the premises by forcible and violent means;
5. for any property otherwise insured;
6. for damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair;
7. for damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is yours or not where such damage is caused by programming or operators error, virus or similar mechanism or hacking;
8. for loss by official confiscation or detention;
9. for damage to money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses.

Buildings

Significant features and benefits (See policy document page 12)

This section provides cover for damage from specified perils defined in the policy, including:

1. the fixed permanent structure at the premises including outbuildings landlords fixtures and fittings therein;
2. tenants improvements alterations and decorations at the premises;
3. an amount for rent if a sum insured is specified in the schedule as being but only if the buildings are, or any part thereof is, unfit for occupation in consequence of accidental damage.

Significant /unusual exclusions or limitations (See policy document pages 12-13 and 48)

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:

1. any sum in excess of the sums insured or limits of liability stated in the quotation or renewal documentation.
2. the first amount of each and every claim stated in the quotation or renewal documentation.
3. for damage to moveable property in the open, gates or fences caused by storm or flood
4. for 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.
5. for the dishonesty of employees
6. 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.

Computer Breakdown

Significant features and benefits (See policy document page 15)

This section provides cover for:

1. breakdown or failure of any part of the computer equipment or computer records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions;
2. failure or fluctuation of the supply of electricity to the computer equipment;
3. erasure destruction corruption or distortion of software contained or data stored on fixed disks or computer records;
4. Increased cost of working being the additional expenditure necessarily and reasonably incurred

by you to prevent or minimise the interruption of or interference with the work normally carried out by or on the computer equipment and to recompile or restore data or software or replace third party proprietary software in direct consequence of damage to property insured;

5. the costs of modification of the computer equipment or replacement of computer records together with reinstatement of programs and/or information thereon whichever is the lesser amount to achieve compatibility in the event that the loss of computer equipment has resulted in undamaged computer records being incompatible with the replacement computer equipment – maximum liability £10,000;
6. loss as a result of interruption of or interference with the business following damage.
7. the additional rental arising out of the replacement of a lease/hire agreement in respect of the property insured by a new contract for a similar property consequent upon damage – maximum liability £10,000.

Significant /unusual exclusions or limitations (See policy document page 15-16 and 48)

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:

1. for damage to the property insured:
 - a) occasioned by its own breakdown unless there is in force an approved maintenance agreement providing a minimum service of on call remedial and or corrective maintenance at inclusive costs;
 - b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement;
 - c) for which you are relieved of responsibility under any rental hire or lease agreement;
 - d) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this exclusion shall not apply to subsequent damage which itself results from a cause not otherwise excluded;
 - e) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life;
 - f) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees;
 - g) caused by the use of telecommunications equipment which is not approved by the telecommunications authority;
 - h) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven;
 - i) caused by programming errors or design defects in software.
2. the first £250 of each and every loss.
3. in respect of coverage extensions any loss cost or expense incurred in consequence directly or indirectly of programming or operator error, virus or similar mechanism or hacking.

Business Interruption

Significant features and benefits (See policy document pages 22)

This section provides cover for loss of income that arises as a result of damage to specified property caused by perils also insured by the contents section which must occur at the situations agreed with **QBE**.

The insurance will only cover loss of gross income as described in the quotation or renewal documentation. In addition there are a number of extensions where any sum insured or limit stated is inclusive within your selected overall sum insured or limit relating to that item of property or income. The significant cover extensions are listed below.

Business interruption insurance extensions

(See policy document – pages 22-24)

Limit any one claim or aggregate

- | | |
|---|---|
| a) Denial of Access – damage to property in the vicinity that hinders access resulting in loss of income | full sum insured |
| b) Contract Sites – damage to property located at contract sites | The greater of 10% of sum insured or £100,000 |
| c) Suppliers – damage to suppliers property that causes interruption to your business | The greater of 10% of sum insured or £100,000 |
| d) Supply utilities – damage to supply utilities that causes interruption to your business | The greater of 10% of sum insured or £100,000 |
| e) Murder suicide or disease – damage causing interruption to your business arising from human infectious or contagious disease, murder or suicide, vermin or pests, defective drains or sanitary arrangements, occurring at the premises | 3 months indemnity period |
| f) Unspecified customers - damage to customers property that causes interruption to your business | The greater of 10% of sum insured or £100,000 |
| g) Book Debts – damage to your books of account so as to render it impossible for you to obtain from customers all the sums due to them and outstanding at the date of the damage | £25,000 any one loss |

Significant /unusual exclusions or limitations (See policy document pages 25 and 48)

The more significant exclusions applying to the policy and that will bar any payment are listed below.

The Business Interruption section excludes:

1. any sum in excess of the sums insured or limits of liability stated in the quotation or renewal documentation;
2. any payment in excess of the maximum indemnity period stated in the quotation or renewal documentation;
3. loss of income in consequence of damage that is also excluded under the property insurance section;
4. loss of income caused by the deliberate act of a supply authority withholding the supply of water, gas, electricity or fuel.

Significant limitations that will restrict payment are:

The insured must:

- a) pay (or agree to pay) the premium prior to the agreed due date,
- b) maintain a policy of insurance covering damage to property at the situation,
- c) notify events that may become a claim as soon as possible,
- d) advise any and all changes to the declared business activity or use of any premises.

Terrorism

Significant features and benefits (See policy document pages 26)

This section provides cover on the same basis as the contents, buildings and business interruption (if insured) but for damage or loss of income arising from or caused by terrorist actions.

Significant /unusual exclusions or limitations

This section excludes damage or loss of income:

1. to property outside England, Wales and Scotland;
2. caused by virus, hacking or denial of service attack

Goods in Transit

Significant features and benefits *(See policy document page 28)*

This section provides for payment in event of loss of or damage to goods in transit by road, rail or post within the United Kingdom. **QBE** will not pay any sum in excess of the limit(s) stated in the quotation or renewal documentation.

Cover extends to include drivers personal effects lost or damaged in transit during an event where goods are lost or damaged. **QBE** will not pay any sum in excess of £250 per event under this extension.

Significant /unusual exclusions or limitations *(See policy document pages 28-29 and 48)*

The more significant exclusions applying that will bar any payment are listed below. This section excludes:

1. damage to money securities for money;
2. any indirect or consequential loss;
3. natural deterioration;
4. the deterioration of goods conveyed in frozen chilled or insulated condition due to:
 - a) faulty stowage
 - b) incorrect setting or operation of the equipment
 - c) variations in temperature
5. damage to goods during any erection dismantling or installation;
6. theft or attempted theft from any unattended vehicle unless there are outward signs of forced entry to the vehicle;
7. any amount in excess of the limits shown in the schedule.

Personal Accident

Significant features and benefits *(See policy document page 30)*

This section provides compensation to the insured person in the event of disablement or permanent injury. The benefits as stated in the schedule are only payable in event of injury or death to a named individual or defined groups of individuals.

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

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

Significant /unusual exclusions or limitations *(See policy document pages 30-31 and 48)*

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:

1. any sum in excess of the benefit limits stated in the quotation or renewal documentation.
2. for the first number of days (deferment period) of temporary disablement stated in the quotation or renewal documentation.
3. for injury resulting from air travel but this exclusion will not apply if travelling as a passenger in a commercially licensed aircraft.
4. for injury resulting from deliberate exposure to exceptional danger, suicide or attempted suicide or intentional self-inflicted injury.
5. for injury resulting from engaging in or taking part in:
 - a) naval, military or air force service or operations,
 - b) underwater activities involving the use of breathing apparatus;
 - c) rock climbing or mountaineering, potholing, hunting on horseback, or driving or riding in any kind of race,
 - d) driving or riding on motor cycles or motor scooters other than mopeds.
6. for injury resulting from being under the influence of alcohol as defined by the motor vehicle laws

- or under the influence of drugs or narcotics that are not lawfully available.
7. for injury or medical conditions existing before commencement of the policy.
 8. for injury resulting from venereal disease, hepatitis B, human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS Related Complex (ARC).
 9. for injury resulting from using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the insured person plays.
 10. for the death of the insured person, if caused by sickness or natural causes.

Significant limitations that will restrict payment are:

The insured must:

- a) pay (or agree to pay) the premium prior to the agreed due date.
- b) notify events that may become a claim as soon as possible.
- c) advise any and all changes of occupation of the insured person

Employers' Liability

Significant features and benefits (See *policy document* pages 32-34)

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

Standard extensions include:

1. Costs and expenses – expenses awarded against the insured or incurred in defence of a claim.
2. Contractual liabilities – contractual obligations relating to injury to employees.
3. Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
4. 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.

Significant /unusual exclusions or limitations (See *policy document* page 34 and 48)

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

Employers' Liability Insurance excludes liability caused by:

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

Significant limitations that will restrict payment are:

1. The insured must notify insurers immediately:
 - a) of events relating to notice of impending inquest, fatal accident inquiry or prosecution relating to bodily injury; or
 - b) coming into knowledge of any other bodily injury.
2. The insured must advise any and all changes to the declared business activity.
3. The maximum amounts payable as an indemnity are limited to the amount stated in the quotation or renewal offer document.

Public, Products and Pollution Liability

Significant features and benefits *(See policy document pages 35-38)*

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

Public, Products & Pollution Liability insurance extensions *(See policy document pages 35-38)*

1. Costs and expenses – expenses awarded against the insured or incurred in defence of a claim and such defence costs and expenses are payable in addition to the limit of indemnity unless a claim is brought under USA or Canadian jurisdiction, then they form part of the limit of indemnity.
2. Contractual liabilities – contractual obligations relating to injury to third parties.
3. Indemnity to principals – contractual obligations to indemnify the principals for their liabilities arising from your performance of the contract.
4. Health & Safety defence costs – payment of costs to defend a prosecution under the Health & Safety at Work Act 1974 (Section 2 – 8).
5. Inter-company cross liabilities – the insurance will be applied as if separate policies have been issued to each subsidiary but the maximum sums payable will not be increased and will apply so as to limit the total sum payable across all companies.

Significant /unusual exclusions or limitations *(See policy document page 39 and 48)*

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

Liability for any claim in respect of:

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



Business Combined Insurance Policy Summary **QBE**

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

Significant limitations that will restrict payment are:

1. The insured must notify insurers immediately:
 - a) of events relating to notice of impending inquest, fatal accident inquiry or prosecution relating to bodily injury; or
 - b) coming into knowledge of any other bodily injury.
2. The insured must advise any and all changes to the declared business activity.
3. Whenever the insured or any persons acting on behalf of the insured use a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment or are otherwise applying heat away from the insured's premises the insured must take reasonable precautions as stipulated in the *policy document* (page 39) to prevent damage.
4. The maximum amounts payable as an indemnity are limited to the amount stated in the quotation or renewal offer document.

Legal Expenses

Significant features and benefits (See *policy document* pages: 41-45)

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

DAS run a dedicated 24-hour helpline offering Eurolaw commercial legal advice, business assistance and counselling for all employees or their immediate family members. As well as the helpline, DAS maintains and regularly updates their website where you can access business tools and advice concerning recent legislation and employment issues.

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

This policy covers:

1. Employment disputes and compensation awards
2. Property protection and bodily injury
3. Legal defence
4. Tax protection
5. Statutory licence protection

Optional cover: Contract disputes

Significant exclusions or limitations (See *policy document* pages 45-47 and 48)

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:

1. any claim reported to us more than one hundred and eighty (180) days after the date the person insured should have known about the insured incident.
2. costs and expenses incurred before the written acceptance of a claim by us.
3. fines, penalties, compensation or damages.

4. any claim relating to patents, copyrights, intellectual property, secrecy and confidentiality agreements.
5. any claim relating to franchise or agency agreement.
6. any insured incident deliberately or intentionally caused by a person insured.
7. any claim relating to a shareholding or partnership share.
8. judicial review.
9. legal action you take which we or the representative has not agreed to.
10. bankruptcy.

Important Information

Your Right to Cancel (See policy document page 53)

You may cancel this policy in the first year of insurance during the fourteen (14) days after the contract has been concluded by giving notice in writing to your insurance adviser at the address shown in their correspondence or to QBE Insurance (Europe) Ltd. This right does not apply at the first or any subsequent renewal of the policy.

We have the right to cancel the policy at any time during the period of insurance by serving you with 21 days written notice. Notice shall be deemed to be duly received in the course of post if sent by prepaid letter post properly addressed.

Renewing your Policy

If the insurers are willing to invite renewal of the policy the insurers will endeavour to provide renewal information 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

Claim Notification (See policy document page 51)

Should you wish to make a claim you should contact the insurer as soon as possible. You may contact the insurer at the address shown below.

Complaint Procedure (See the policy document page 65)

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you. If you remain unhappy please contact the Managing Director of the insurers at the Head Office address below.

If your complaint is still not resolved to your satisfaction you can, if you wish, refer the matter to the Financial Ombudsman Service at the following address: Insurance Division, The Financial Ombudsman, Service South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR. Referral to the Financial Ombudsman Service is available to all private individuals and eligible commercial customers. Making a complaint does not affect your right to take legal proceedings.

A summary of our complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

Compensation

The insurers are 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. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory). Compensation is available to all private individuals and eligible commercial customers.

Further information can be obtained from QBE at the Head Office address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme; 7th Floor, Lloyd's Chambers, 1 Portoken Street, London E1 8BN; Tel: 020 7892 7300.

Directive Required Information

QBE Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares and is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and, with effect from 14 January 2005, to undertake insurance mediation, under Registration Number **202842**

DAS Legal Expenses Insurance Company Limited,

DAS is authorised and regulated by the Financial Services Authority and is a member of the Insurance Ombudsman Bureau. Registration Number 202106.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

In the event of a complaint please read the procedure set out above.

The law and language applicable to the policy

The law of England and Wales will apply to this contract unless you and the company agree otherwise. The language used in this policy and any communications relating to it will be English.

Company Head Office

The insurer's home state is the United Kingdom at the Head Offices' locations below.

QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD,
Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561
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DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Tel: 0117 934 2000 Fax: 0117 934 2109
Registration Number 202106.