

Information and Communication Technology Professional Combined Insurance Policy Summary

Information and Communication Technology Combined Insurance Policy

is underwritten by

QBE Insurance (Europe) Limited (QBE)

This **Information and Communication Technology 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 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:

- Professional liability
- Directors' and Officers' liability
- Crime
- Corporate legal liability
- Pension Trustee liability
- Cyber liability
- Legal expenses
- Contents
- Buildings
- Business Interruption
- Terrorism
- Employers' Liability
- Public and Products Liability

Excess

All sections except for Employers' Liability 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.

Professional liability

Significant features and benefits

This section is a claims made insurance meaning any claim must be made against you and notified to the insurer during the policy period. This policy provides insurance for any civil liability for breach of professional duty incurred in the conduct of your business services.

The limit of indemnity payable one claim or series of claims is specified in the quotation or renewal documentation. Defence costs are payable in addition to the limit of indemnity.

The policy covers:

- Civil liability for breach of professional duty including the acts of service providers for which you are legally liable
- Your predecessors in business
- Libel and slander
- Liquidated damages
- Public relations crisis management services limited to £50,000 in the aggregate

Significant / unusual exclusions or limitations

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

- Ownership or use of aircraft, watercraft, vehicles or property
- Asbestos causing bodily injury or property damage
- Associated companies unless the claim emanates from an independent third party
- Assumed duty or obligation not in the normal conduct of your professional business
- Bodily injury/property damage unless as a result of a breach of professional duty.
- Contractual liability but not collateral warranties
- Management liability
- Dishonesty or fraud other than of innocent partners/directors
- Arising from existing claims or circumstances prior to the period of insurance.
- Fines, penalties and any claim uninsurable

- Bodily injury or property damage arising as the result of a breach of professional duty
 - Third party reliance on hacker's fraudulent use of your information limited to £100,000 in the aggregate
- at law except for insurable exemplary or aggravated damages for libel or slander
 - Your insolvency
 - Financial services
 - Inherent known defects
 - Liability arising from employment
 - Breach of specified legislation including tax, competition, restraint of trade and anti-trust regulations
 - Negotiable paper
 - North American (USA /Canadian) jurisdiction
 - Where you are entitled to coverage under any other insurance policy
 - Pension schemes
 - Pollution
 - Products liability
 - Territorial limits – worldwide excluding North America
 - Transmission of viruses
 - Utility provider
 - War and terrorism

Directors' and officers' liability

Significant features and benefits

The section is a claims made insurance meaning any claim must be made against you and notified to the insurer during the policy period. The section pays on behalf of the directors or officers (D&Os) or the company, where it can indemnify the D&Os, for claims made against them in their capacity as D&Os.

The limit of indemnity payable one claim or series of claims and in the aggregate is specified in the quotation or renewal documentation. Defence costs erode and are payable as part of limit of indemnity,

The policy insures:

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

Significant / unusual exclusions or limitations

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

- Bodily injury/property damage
- Non covered acts
- Claims made or brought under North American (USA /Canadian) jurisdiction.
- Pension schemes
- Personal profit
- Pollution except as expressly stated opposite.
- Products liability.
- Property/occupiers liability
- Stock offerings during period of insurance

Crime

Significant features and benefits

This sections indemnifies an insured person in respect of loss, first discovered during the period of insurance or extended reporting period, which arises directly from:

- theft of your money, tangible securities, funds or property as defined by any employee or employee acting in collusion with a third party;
- theft of a client's money, tangible securities, funds or property for which you are legally liable;
- forgery, tangible securities fraud, corporate card fraud, counterfeit of money orders or current paper currency, computer fraud or funds transfer fraud by a third party;
- theft or criminal damage of money, tangible securities, as a direct result of robbery or safe burglary;
- theft of property as a direct result of robbery or safe burglary.

In addition and provided a loss as described in the above paragraphs exceeds the excess we will also pay costs which are incurred with our prior written consent in relation to:

- defending a claim first brought against you during the period of insurance by a client to establish liability for a loss covered by this policy;
- repairing or replacing a safe or vault damaged as a result of a theft or safe burglary giving rise to a loss covered by the policy;
- reconstituting data lost as a result of a theft, computer fraud or computer violation giving rise to a loss covered by the policy;
- establishing the extent of a loss, provided the loss to which such costs relate is covered under the policy;
- replacement or repair cost to property as a direct result of robbery or safe burglary giving rise to a loss covered by the policy.

Significant / unusual exclusions or limitations

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

- consequential or indirect loss of any kind except for loss of interest which is deemed to be a direct financial loss.
- costs or expenses incurred to update, improve or redesign the programmes or software of the insured's computer system or relating to data reconstitution;
- fines, penalties, exemplary or punitive damages or the multiplied portion of any damages;
- loss arising from kidnap or ransom or from extortion (unless the extortion is committed by an employee);
- loss sustained by one insured to the benefit of another insured;
- loss caused by an employee from the time any insured has knowledge or information that such employee has committed any act or acts of fraud, dishonesty, criminal damage or theft:
- loss or damage caused to premises caused by fire or explosion;
- loss of money or tangible securities whilst in the care of the postal service;
- loss involving any person participating in the theft who, at the time of committing an act which results in a loss covered by this policy, owns or controls more than twenty percent (20%) of the issued share capital of any insured;
- loss caused by an act committed,
 - a) after the date of commencement of the winding up of the insured or the appointment of a receiver, administrative receiver, liquidator or administrator to the insured; or
 - b) after the date of a take-over or merger; or
 - c) prior to the date of acquisition of a subsidiary as regards loss suffered by such subsidiary
 - d) after the date of awareness or discovery of dishonesty on the part of an employee participating in the loss.
- arising directly or indirectly from nuclear hazards
- loss, the proof of which is dependent solely upon a profit and loss computation or comparison; or comparison of inventory

records with an actual physical count.

- loss arising directly or indirectly from the obtaining of any confidential information, including but not limited to computer programmes, copyright, customer information, patents, trademarks or trade secrets;
- loss arising from any trading or dealing in currencies, commodities, derivatives, foreign exchange, futures, options, securities, warrants and the like unless insured under the relevant insuring clause and results in an employee making an improper financial gain,
- loss directly or indirectly arising out of war, terrorism, or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.

Corporate liability Significant features and benefits

The section is a claims made insurance meaning any claim must be made against you and notified to the insurer during the policy period. This section indemnifies the company for loss incurred by the company as a result of a claims made against the company during the policy period for an error or omission made by the company.

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

We shall pay the:

- defence cost in connection with a claim:
 - a) for an alleged breach by any company of any express (written or oral) contract or agreement;
 - b) in connection with any direct financial loss sustained by a third party;
 - c) for direct financial loss directly arises in connection with any dishonest or fraudulent act committed by any employee with the intent to obtain improper personal financial gain for such employee.
- loss of any company resulting from any claim in connection with any act, error or omission in connection with the operation, administration or sponsorship of any pension, profit sharing or employee benefits programme whose activities are not controlled by pension trustees except that this insurance excludes and does not cover any pension trustee liability
- reasonable fees, costs and expenses you incur in establishing that fraudulent misrepresentation has occurred should a third party seek to enforce an agreement entered into fraudulently with a party representing

Significant / unusual exclusions or limitations

Unless otherwise stated in the quotation or renewal documentation or policy addendum the policy shall exclude any claim:

- for any actual or alleged violation of any law with respect to anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships.
- for bodily injury and/or property damage except for defence costs expressly covered by this section.
- for the gaining of profit or advantage to which you were not legally entitled; or the committing of any deliberate dishonest or fraudulent act.
- arising from an express oral or written contract or agreement.
- arising from an obligation pursuant to any workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, pension benefits or any similar law or obligation.
- arising out of, based upon or attributable to employment practices liability.
- arising from any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights.
- for liability, loss or defence costs arising out of or relating directly or indirectly to your insolvency.

themselves as any company.

- company's reasonable fees, costs and expenses of public relations consultants to mitigate the adverse effect or potential adverse effect on your reputation with respect to a crisis event.
- the reasonable fees, costs and expenses incurred by any insured person with respect to any asset and liberty proceeding.
- defence costs with our prior written consent of each insured for any claim for bodily injury and/or property damage not covered by any other insurance section to this insurance.
- reasonable fees, costs and expenses incurred by any insured person for:
 - a) accredited counsellor or tax advisor retained by an insured person approved by us, directly in connection with extradition proceedings brought against such insured person; or
 - b) public relations consultants to provide public relations services in connection with extradition proceedings.

The insurance by this section is extended to provide you with an extended reporting period of ninety (90) days if this policy is not renewed or replaced with a similar policy.

- arising out of, based upon or attributable to any claim which is brought in a court of law in any North American state or province but this exclusion shall not apply to defence costs of any insured person.
- arising out of the actual, alleged or threatened discharge, dispersal, release or escape of, or records concerning, pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants
- for of fees, costs or expenses in relation to investigations or pre-investigations.
- arising from
 - a) facts alleged or the same or related acts, errors or omissions alleged or contained in any claim which has been reported or in any circumstances of which notice has been given under any policy of which this policy is a renewal.
 - b) any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration or adjudication as of the retroactive date
- seeking fines or penalties or non-monetary relief against you.
- in connection with any claim made for rendering or failure to render any business services and multimedia activities to your customer or client.

Pension Trustee liability Significant features and benefits

The policy pays on behalf of the trustees, administrators or the company for claims made against them in their capacity as trustees or administrator.

The limit of indemnity payable one claim or series of claims inclusive of defence costs is limited in the aggregate for the policy period as specified in the quotation or renewal documentation.

The policy insures:

- Past, present and future trustees
- Acts made and claims brought anywhere in the world except North America.
- Defence costs and expenses includes attendance at a regulatory or official investigation as part of a claim against a trustee
- Each trustee separately i.e. full severability in respect of the exclusions and application
- Insurable punitive, multiplied & exemplary

Significant / unusual exclusions or limitations

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

- Arising out of litigation first made prior to or pending at the retroactive date.
- For bodily injury.
- For property damage
- For failure to make adequate contributions
- Arising from any pollution.
- Arising from fraud or dishonesty or gaining personal profit or advantage
- For fines or penalties
- Arising from legal proceedings brought in the United States or Canada or any enforcement order made in the US or Canada.

damages (awarded outside USA/Canada)

- Extended reporting period available in the event QBE do not offer renewal terms
- The trust scheme for loss consequent upon theft provided that:
 - a) such theft is discovered during the policy period and notified within 28 days of discovery,
 - b) the insurer will not be liable for loss occurring after the date of discovery or reasonable cause for suspicion of a dishonest act by any insured,
 - c) the insured is able to substantiate the loss,
 - d) any money which apart from the dishonest act would be payable by the insured will be deducted is diminution of any loss.

Cyber liability

Significant features and benefits

The section is a claims made insurance meaning any claim must be made against you and notified to the insurer during the policy period.

The limit of indemnity payable one claim or series of claims inclusive of defence costs is limited in the aggregate for the policy period as specified in the quotation or renewal documentation

This section indemnifies you for any claim made against you arising from:

- the content of your email, intranet, extranet or website including alterations or additions made by a hacker due to:
 - I) your infringements of any intellectual property rights, including any copyright, trademark, passing off or link to or framing of another page;
 - II) any defamatory statement on your website or in your email, including any defamatory statement concerning a client or your business competitor;
 - III) your breach of confidence or infringement of any right to privacy;
- your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone in the course of your business services or to anyone who uses your website in the course of their business;
- your unintentional unauthorised collection, misuse or failure to correctly protect any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet, extranet or website and hold electronically;
- a third party's good faith reliance on a hackers fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear

Significant / unusual exclusions or limitations

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

- liability or defence costs arising from or in any way involving actual or alleged bodily injury suffered by anyone.
- liability or defence costs arising from:
 - I) your lost income, profit, mark-up or liability for VAT or its equivalent;
 - II) your trading loss or trading liability including those arising from the loss of any client, account or business.
- liability or defence costs arising from unauthorised use of any credit, debit, charge, store card or other electronic transmission of funds by you or any third-party.
- liability or defence costs arising from any act, breach, omission or infringement you deliberately, dishonestly or recklessly commit, condone or ignore.
- liability or defence costs arising from or in any way involving the failure of the service provided by an internet services provider or any telecommunications or other utility provider.
- liability or defence costs arising from the infringement of any patent.
- liability or defence costs arising from the use of IT systems in a personal capacity by your partners, directors or employees.
- circumstances underlying any claim or any legal, administrative or regulatory proceedings against any insured first made or commenced prior to the retroactive date.

intention to cause you loss or obtain a personal gain for the hacker

- regulator defence and penalties up to £25,000 in the aggregate costs inclusive
- cyber extortion up to £25,000 in the aggregate costs inclusive
- public relations and crisis management services up to £25,000 in the aggregate costs inclusive

In addition we will pay:

- for the repair or replacement to the equivalent standard of the affected part of the website or computer system damaged or destroyed by a hacker subject to our prior consent.
- for any advertising or publicity expenses reasonable and necessarily incurred, and with our prior written consent in contacting any people who attempted to use the website while it was damaged, destroyed or altered.

Cyber liability

Significant features and benefits

The section is a claims made insurance meaning any claim must be made against you and notified to the insurer during the policy period.

The limit of indemnity payable one claim or series of claims inclusive of defence costs is limited in the aggregate for the policy period as specified in the quotation or renewal documentation

This section indemnifies you for any claim made against you arising from:

- the content of your email, intranet, extranet or website including alterations or additions made by a hacker due to:
 - IV) your infringements of any intellectual property rights, including any copyright, trademark, passing off or link to or framing of another page;
 - V) any defamatory statement on your website or in your email, including any defamatory statement concerning a client or your business competitor;
 - VI) your breach of confidence or infringement of any right to privacy;
- your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone in the course of your business services or to anyone who uses your website in the course of their business;
- your unintentional unauthorised collection, misuse or failure to correctly protect any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which

Protection of computer systems

As a condition precedent to our liability under this section that you shall take reasonable steps to minimise risk including the use of up to date virus protection software and full encrypted and controlled access to IT systems, wireless networks and external devices

Significant / unusual exclusions or limitations

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

- liability or defence costs arising from or in any way involving actual or alleged bodily injury suffered by anyone.
- liability or defence costs arising from:
 - III) your lost income, profit, mark-up or liability for VAT or its equivalent;
 - IV) your trading loss or trading liability including those arising from the loss of any client, account or business.
- liability or defence costs arising from unauthorised use of any credit, debit, charge, store card or other electronic transmission of funds by you or any third-party.
- liability or defence costs arising from any act, breach, omission or infringement you deliberately, dishonestly or recklessly commit, condone or ignore.
- liability or defence costs arising from or in any way involving the failure of the service provided by an internet services provider or any telecommunications or other utility provider.
- liability or defence costs arising from the infringement of any patent.
- liability or defence costs arising from the use of IT systems in a personal capacity by your partners, directors or employees.
- circumstances underlying any claim or any legal, administrative or regulatory

you obtained through the internet, extranet or website and hold electronically;

- a third party's good faith reliance on a hacker's fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or website where there was a clear intention to cause you loss or obtain a personal gain for the hacker

In addition we will pay:

- for the repair or replacement to the equivalent standard of the affected part of the website or computer system damaged or destroyed by a hacker subject to our prior consent.
- for any advertising or publicity expenses reasonable and necessarily incurred, and with our prior written consent in contacting any people who attempted to use the website while it was damaged, destroyed or altered.

proceedings against any insured first made or commenced prior to the retroactive date.

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

Protection of computer systems

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

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

Contents

Significant features and benefits

This section provides cover for:

- payment following identifiable loss or damage to specified property (contents) from a list of perils defined in this section of the policy
- cover fixtures, fittings, machinery, plant and all other contents,
- plans, deeds, briefs, manuscripts, books, documents and office records limit any one item: £1,000;
- computer discs and tapes limit any one item: £1,000;
- personal effects: £1,000 any one person;
- wines, spirits, cigarettes and tobacco held for entertainment purposes: £1,000 any one incident;
- works of art, rare books, sculptures, curios

Significant / unusual exclusions or limitations

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

- any sum in excess of the sums insured or limits of liability.
- the excess of each and every claim.
- for damage to moveable property in the open, gates or fences caused by storm or flood
- for theft or attempted theft to the contents of any building which is empty or not in use; or out in the open; or any building outside business hours if specified precautionary measures are not carried out.
- for the dishonesty of employees.
- for any fraudulent or dishonest accessing,

- and collections: £1,000 any one incident;
- temporary relocation for cleaning or repair to a premises not owned or occupied by you: up to 15% of sum insured;
- transparencies, artwork, positives, negatives, scans and plates but excluding the cost of re-shooting £100,000;
- covers office computers and software: 25% of the contents sum insured;
- stock and materials in trade: not exceeding 25% of the contents sum insured or £10,000 whichever is the lesser;
- Deterioration of stock: £1,000
- Exhibitions: £5,000
- Glass breakage: £2,500 and £10,000 in the aggregate;
- Goods in transit: £5,000 any one event;
- Landscaped gardens: £10,000 in the aggregate;
- Lock Replacement: £2,500 in the aggregate
- Loss of metered water: £10,000 any one claim
- Money: business hours and transit limit £2,500;
- Personal accident (assault as a result of robbery): £20,000 death or permanent disablement benefit
- Rent: 25% of the contents sum insured
- Signs: £2,000 in the aggregate
- All risks on specified business equipment: £5,000.

extraction, distortion, misappropriation or corruption of information or data contained in any computer or electronic data equipment or system.

You must comply with the minimum standards of security – see page 77

Buildings

Significant features and benefits

This section provides cover for:

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

We will also pay for the reasonable costs

Significant /unusual exclusions or limitations

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

- any sum in excess of the sums insured or limits of liability;
- the excess of each and every claim;
- damage to moveable property in the open, gates or fences caused by storm or flood;
- theft or attempted theft in respect of buildings not in use;
- dishonesty of employees;
- any fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information or data contained in any computer or electronic data equipment or system

Business Interruption

Significant features and benefits

Provides an indemnity for interruption or interference to the business that results in loss of gross revenue and arises as a result of damage to property at your premises caused by perils that are also insured by the contents or building

Significant /unusual exclusions or limitations

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

- Any payment in excess of the sum insured on gross revenue;

section to this policy.

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

- Damage to documents at contract sites or in transit: £50,000;
- Denial of access following damage to property in the vicinity;
- Notifiable disease, murder or suicide, food or drink or poisoning: maximum indemnity period not exceeding 3 months;
- Unspecified Suppliers: 10% of the sum insured or £50,000 whichever is the greater;
- Unspecified customers: 10% of the sum insured or £50,000 whichever is the greater;
- Supply utilities: 10% of the sum insured or £50,000 whichever is the greater;
- Book Debts; £5,000

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

Terrorism

Significant features and benefits

Cover on the same basis as the contents, buildings and business interruption (if insured) but for damage or loss of gross profit arising from or caused by terrorist actions.

Significant /unusual exclusions or limitations

The policy shall exclude claims for:

- damage to or loss of gross revenue from property outside England, Wales and Scotland;
- loss caused by virus, hacking or denial of service attack;
- for damage to or loss of gross revenue from nuclear installations or nuclear reactors

Employers' Liability

Significant features and benefits

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

1. Defence cost 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.
5. Injury to working partners – cover extends to working partners provided injury caused by another working partner or employed person while working in connection with the business and there is a valid right of action for negligence against the other partner or employed person.

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

Significant /unusual exclusions or limitations

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

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

Public and Products Liability

Significant features and benefits

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

1. Defence costs payable in addition to the limit of indemnity unless a claim is brought under USA or Canadian jurisdiction, then they form part of the limit of indemnity.
2. Contractual obligations relating to injury to third parties.
3. Indemnity to principals
4. Health & Safety defence costs
5. Defective premises act liability
6. 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.
7. Tenant's liability.
8. Pollution

The limit of indemnity any one occurrence exclusive of defence costs is specified in the quotation or renewal documentation except that

Significant /unusual exclusions or limitations

Unless otherwise stated in the quotation or renewal documentation this section shall exclude liability for any claim in respect of:

- a) damage to property belonging to or leased let rented hired or lent to or which is the subject of a bailment to you
- b) the costs of remedying any defect or alleged defect in land or premises;
- c) 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;
- d) offshore installations;
- e) lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment);
- f) any action for damages brought in a Court of Law of any territory outside the United Kingdom in which you have a branch or subsidiary;
- g) legal liability which attaches by virtue of an express warranty indemnity or guarantee
- h) injury, damage or pollution caused by any product sold to or supplied with your

for:

- Products liability
- Pollution liability

The limit of indemnity stated applies to all claims occurring during any one period of insurance.

knowledge to the United States of America or Canada;

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

Significant limitations that will restrict payment

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

Legal Expenses

Significant features and benefits

Provides legal expenses covering costs and expenses you become liable to pay arising out of legal disputes;

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

DAS run a dedicated 24-hour helpline offering Eurolaw commercial legal advice, business assistance and counselling for all employees or their immediate family members

Significant exclusions or limitations

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

- any claim reported to us more than one hundred and eighty (180) days after the date the person insured should have known about the insured incident.
- costs and expenses incurred before the written acceptance of a claim by us.
- finances, penalties, compensation or damages.
- any claim relating to patents, copyrights, intellectual property, secrecy and confidentiality agreements.
- any claim relating to franchise or agency agreement.
- any insured incident deliberately or intentionally caused by a person insured.
- any claim relating to a shareholding or partnership share.
- judicial review.
- legal action you take which we or the representative has not agreed to.
- bankruptcy.

General exclusions

Except for the Employers Liability section, all sections exclude liability or indemnity directly or indirectly relating to acts of war or terrorism. For property damaged and business interruption cover terrorism this insurance may be purchased under the terms of the Terrorism section. Please see your quotation or renewal documentation to establish if such terrorism cover has been provided.

Except for the Employers Liability section, all sections exclude liability or indemnity directly or indirectly relating to nuclear risks.

General limitations that will restrict payment

You must:

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

Important Information

Your Right to Cancel

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 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

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

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 **QBE** Customer Relations at the address below or e-mail: CustomerRelations@uk.qbe.com or telephone + 44 (0) 20 7105 5988; of fax: + 44 (0) 20 7105 4032. If **QBE** cannot resolve the matter 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, London E14 9SR

Referral to the Financial Ombudsman Service is only available to commercial customers in limited circumstances. Making a complaint does not affect your right to take legal proceedings.

Compensation

QBE is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Compensation for non-compulsory insurance will be paid at 90% with no upper limit and at 100% if the insurance is legally compulsory with no upper limit. Compensation is only available to commercial customers in limited circumstances

Further information can be obtained from **QBE** at the address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme; 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).

Directive Required Information

QBE Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority 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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is a member of the Insurance Ombudsman Bureau. Registration Number 202106.

You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. 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

QBE Insurance (Europe) Limited

The company's home state is the United Kingdom and the company's Head Office and registered address is: **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 enquiries@qbe-europe.com

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Tel: 0117 934 2000 Fax: 0117 934 2109 Registration Number 202106.