



QBE European Operations

# Excess Liability. Giving you the advantage

Policy Terms

Made possible



# 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're committed to keeping you fully covered and helping you manage a range of key issues.

Our first priority is providing you with broad-based policy cover. But if you do have a catastrophic loss triggering your excess policy then our award-winning claims service will be there to support you throughout.

## Policy Benefits:

- Limit of Indemnity available up to £100,000,000
- No wording restrictions on hazardous work/locations
- Non-Automatic Extensions (available on request):
  - North American Jurisdiction (Excess General Liability only)
  - Asbestos
  - Terrorism
  - Off shore

Please refer to your policy schedule/wording to establish which covers apply.

## 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
- Technical support for pre and post loss incident management
- Carefully selected and audited specialist legal panel
- Award-winning fraud team



## Excess of loss - some real-life claims examples



### Machinery fire

A machinery manufacturer supplied a defrosting machine to a food processing factory. The machine caught fire resulting in the complete destruction of the factory. Total cost over £80m.



### Contaminated food

A small retail butcher in Scotland was allegedly the cause of an E-coli outbreak arising from the sale of contaminated cooked meats. Twenty people died and many more suffered serious illness. Compensation claims were received from both the injured people and the dependents of the deceased - total losses believed to be in excess of £2m.



### Driver errors

A lorry driver lost control of his vehicle which ploughed into a petrol station causing a massive explosion. Fortunately no one was seriously hurt but damage to the petrol station (including a number of vehicles) was extensive and it was several months before it reopened for business.



### Broken heater

A cargo webbing manufacturer suffered a PL rather than a products related loss. Their main premises were heated by way of overhead heaters suspended by chains. Over one weekend, a chain holding a heater broke, leaving the heater suspended by only one chain above a machine which had webbing stored on top of it. The heater came on and caused a fire to break out which spread throughout the premises and through wooden doors into the adjacent greyhound stadium causing extensive damage. Total cost of the resultant third party claim was £2.2m.



### Disgruntled employee

Carpets were manufactured and supplied to the USA, and fitted in a hotel. A disgruntled employee set fire to the hotel, resulting in many deaths, and significant property damage. The carpet suppliers were sued, along with many other defendants, with allegations that smoke and fumes from the carpets had contributed to the deaths. The claim was in excess of \$200m.



### Inflammable clothing

A clothing manufacturer exported children's coats to the USA. The coats proved to be inflammable, resulting in a number of serious burns injuries. Not only were the awards for damages considerable but the legal and other costs alone exceeded £1m.



### Unattended child

In a Caravan Park a 4 year old boy suffered severe and permanent brain damage after being left unattended in a swimming pool. Total claim value £6m.



### Blow torch

A painting contractor was working on a National Trust property burning off paint with a blow torch. An unsafe system of work resulted in significant fire damage. Total claim value £23.5m.



### Employee injury

The claimant fell from the insured's racehorse whilst exercising, resulting in spinal injury rendering her tetraplegic. The cause of the fall was a defective saddle. The claim pleaded at £11m. The insured had a right of action against the saddle supplier and a sole supplier who fitted items to the saddle. Both only carried £2m LOI so the balance of the claim would be paid by EL Insurers.



### Use of sub contractors

Main contractors employing sub contractors were left to pick up the tab when hot works on a school roof led to the school burning down when stored insulation materials caught fire. Sub contractors only carried £2m LOI and their insurers declined liability due to breaches of policy conditions. The total cost of this claim exceeded £7.5m.

# 1. Content

This **policy** consists of the following:

- Page 5**      **Policy Guide** – This explains the basis on which cover is provided.
- Page 5**      **Notification of Claims** – This includes contact details should **you** need to contact **us**.
- Page 6**      **General Definitions** – This gives meaning to words in bold.
- Page 8**      **Section – Excess Employers' Liability** – This gives details of the cover and any extensions, exclusions or terms applicable to this **section**.
- Page 10**     **Section – Excess General Liability (Public, Products and Pollution Liability)** – This gives details of the cover and any extensions, exclusions or conditions precedent applicable to this **section**.
- Page 14**     **General Exclusions** – These detail what **you** are not covered for in the **policy**.
- Page 16**     **Claim Conditions and Requirements** – These detail the procedure to be followed when **you** make a claim.
- Page 18**     **General Terms** – These set out **your** obligations and rights under the **policy**.
- Page 21**     **How to Complain** – This specifies the procedure to be followed if **you** have a complaint.

## 2. Policy Guide

### 2.1. Your policy

The **policy** is made up of this document and the **schedule**.

Together these documents form the **policy** and set out the scope of this insurance.

**Your policy** is a legal contract. Please read all parts carefully and if **you** require clarification of the terms, conditions and exclusions, please contact **your** broker.

If **your policy** is incorrect, or **you** believe that it does not meet **your** needs, please return it to **your** broker for alteration.

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' or are otherwise defined in the **underlying insurance**. In the event that an bold term is neither defined in the 'General Definitions' or the **underlying insurance** words shall be construed in accordance with their ordinary meaning.

Words importing 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.

Any reference to legislation or regulations in the **policy** extends to apply to any subsequent, amending or replacement legislation or regulations and to any other legislation or regulation of similar intent if applicable.

### 2.2. Navigation

Each **section** sets out the extent of cover, how **our** liability to **you** may be limited or excluded and other relevant terms and conditions applicable to that **section**.

Cover is provided only if the applicable **section** appears in the **policy** and is subject to the terms, conditions, limitations and exclusions of the **policy**.

Certain terms apply to the whole **policy** and they are set out in:

- i. Notification of Claims;
- ii. General Definitions;
- iii. General Exclusions;
- iv. Claims Conditions and Requirements;
- v. General Terms; and

- vi. How to Complain.

Unless expressly stated otherwise elsewhere in the **policy**, **limits of indemnity** are set out in the **schedule** and operate in accordance with the relevant provisions in 'General Terms'.

### 2.3. Premium payment

**We** will insure **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**.

Unless stated to the contrary in a separate agreement, if **you** do not pay any premium or premium instalment plus any applicable taxes/levies to **your** broker or **us**, **we** may give **you** written notice cancelling the **policy** with effect from 7th day after the notice has been served.

The **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect.

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

## 3. 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.

Full claim notification procedures are contained within this **policy** wording. For ease of reference our dedicated claims team contact details are set out below.

### For Claims:

Please use the following contact details:

Tel: **+44 (0)800 876 6399**

Email: **majorloss@uk.qbe.com**

## 4. General Definitions

The following definitions apply to all **sections** of the **policy**:

### 4.1. Bodily injury

means death, disease, illness, physical and mental injury of or to any **employee**.

### 4.2. Business

means **your** activities as stated in the **schedule**

### 4.3. Communicable Disease

means any disease which can be transmitted by means of any substance or agent where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation or mutation 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 of, marketability of or loss of use of property insured.

regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

### 4.4. Costs and expenses

means all costs and expenses defined in the **underlying insurance**.

### 4.5. Damage

means loss of, destruction of or physical damage to tangible property.

### 4.6. Employee

means any person under a contract of service or apprenticeship with **you** and shall include any other person in respect of whom cover is afforded by the **underlying insurance**.

### 4.7. Insured/insured's/insureds/you/your

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

### 4.8. Insured loss

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

### 4.9. Insurer/we/our

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

### 4.10. Limit of indemnity

4.10.1. With regards to the **underlying insurance**, limit of indemnity means:

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

4.10.2. With regards to this **policy**, limit of indemnity means the amount stated in the **schedule** which is the maximum amount payable by **us** regardless of the number of:

- a) **other insured parties**; or
- b) claims or suits brought; or
- c) persons or organisations bringing claims or suits.

4.10.3. Where a **limit of Indemnity** is stated in the **schedule** as in the aggregate, that aggregate is the most **we** will pay for all **insured events** during the **period of insurance**.

4.10.4. **Our** liability under the **sections** of this **policy** shall not exceed the **limit of indemnity** for each **section** as stated in the **schedule**.

### 4.11. North America

means the United States of America or its territories or possessions or Canada.

### 4.12. Nuclear hazards

means:

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



**4.13. 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) transitioning to, from or between any offshore rig or platform or support or accommodation vessel.

**4.14. Period of insurance**

means the period shown as such on the **schedule**.

**4.15. Policy**

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

**4.16. Proposal**

means any information supplied by or on behalf of **you**, deemed to be a completed proposal form and medical questionnaire and other relevant information that **we** may require.

**4.17. Public authority**

means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote and protect public health.

**4.18. Schedule**

means the document titled schedule that includes **your** name and address, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by **you**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

**4.19. Section**

means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if stated as "insured" in the **schedule**.

**4.20. Terrorism**

means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to:

- a) intimidate or coerce a civilian population;
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country;
- c) overthrow, influence, or affect the conduct or policy of any government de

jure or de facto by intimidation or coercion; or

- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

**4.21. 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**.

**4.22. Underlying insurance**

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

**4.23. United Kingdom**

means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**4.24. 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 **terrorism**.

## 5. SECTION – 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:

- 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 **bodily 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 costs and expenses

We will indemnify you for:

- a) the contribution to **costs and expenses** 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 **costs and expenses** 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:
  - i) **We** have exercised **our** right to assume charge of and conduct in your name of the defence or settlement of an **insured loss**

- ii) We shall not pay any **costs and expenses** 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) **We** 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 **costs and expenses** incurred with respect to such appeal, subject to the **limit of indemnity** of this **section**.

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

### 5.3. Excess employers' liability extensions

#### Non-Automatic Extensions

The indemnity under some of these extensions only applies if shown as 'INCLUDED' in the **schedule**.

We will indemnify you:

#### 5.3.1. Asbestos

for liability arising from 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, regardless of the 'Asbestos' exclusion;

#### 5.3.2. Offshore activities

for liability to an **employee** for **bodily injury** caused by visits, work or activities undertaken **offshore**, regardless of the 'Offshore activities' exclusion.

#### 5.3.3. War and terrorism

for liability to an **employee** arising from or caused by an act of **war** or **terrorism** during the **period of insurance**, regardless of the 'War and terrorism' exclusion.



#### 5.4. Excess employers' liability limitations and exclusions

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

This section excludes:

- a) **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; and
- b) **Claims arising from one cause**  
any amount in excess of the **underlying insurance limit of indemnity** which the insurers of the **underlying insurance** have paid or have been held liable to pay in respect of a number of claims arising from one cause, however this exclusion shall not apply where the **bodily injury** giving rise to such claims arises from a sudden and identifiable event.

## 6. SECTION – Excess General Liability (Public, Products and Pollution Liability)

### 6.1. Excess General 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.

### 6.2. Additional Excess General Liability Costs and Expenses

We will indemnify you for:

- a) the contribution to **costs and expenses** 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 **costs and expenses** 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:
  - i) **we** have exercised **our** right to assume charge of and conduct in

**your** name the defence or settlement of an **insured loss**;

- ii) **we** shall not pay any **costs and expenses** 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) **we** 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 **costs and expenses** incurred with respect to such appeal, subject to the **limit of indemnity** of this **section**.

### 6.3. Excess General Liability Extensions

6.3.1. 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.

6.3.2. 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**.

## Non-Automatic Extensions

The indemnity under some of these extensions only applies if shown as 'INCLUDED' in the **schedule**.

**We will indemnify you:**

### 6.3.3. Asbestos

for liability arising from 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, regardless of the 'Asbestos' exclusion.

### 6.3.4. North America

against liability for payment of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part), regardless of the 'North American jurisdiction' exclusion,

This extension excludes:

1. any **insured, subsidiary company**, party or company incorporated, domiciled, registered or resident in **North America**;
2. **personal injury, damage or denial of access** arising from or in connection with **pollution**, seepage or contamination;
3. **personal injury, damage or denial of access** including any cost, expense or liability arising from removing, nullifying, remaking or cleaning-up any actual or alleged **pollution**, seepage or contamination; and
4. liability which attaches by way of any agreement that would not have attached in the absence of such agreement.

### 6.3.5. Offshore activities

for liability for **personal injury, damage, denial of access** or nuisance caused by visits, work or activities undertaken **offshore**, regardless of the 'Offshore activities' exclusion.

### 6.3.6. War and terrorism

for liability for **personal injury, damage, denial of access** or nuisance caused by or contributed to by or arising from **war** or **terrorism** during the **period of insurance**, regardless of the 'War and terrorism' exclusion.

#### 6.4. Excess General Liability Exclusions

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

This **section** excludes:

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

liabilities arising out of or from 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 party entitled to an indemnity under this **policy** but this shall not exclude such liability arising in conjunction with products supplied (as defined in the **underlying insurance**).

#### 6.5. Excess General Liability Terms

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

##### 6.5.1. Inclusive costs and expenses

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

##### 6.5.2. Exclusive costs and expenses

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

##### 6.5.3. 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 conditions', it is a condition precedent to **our** liability for any claim under this **policy** that when **you** or persons acting on **your** behalf are using any of the following away from **your** own premises **you/they** shall take the following precautions:

When using a naked flame, heat or other heat source away from the **premises** involves:

a) oxyacetylene;

- b) electric arc or similar welding, cutting, grinding or other spark emitting equipment;
- c) blow lamps; or
- d) otherwise applying heat;

**you, your employees** and the subcontractor; if the work is subcontracted; shall take all reasonable precautions to prevent **damage**.

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 6 metres from where the heat is being applied and where possible, remove all combustible materials or otherwise cover and protect by overlapping sheets or screens of non-combustible material.

##### 2. During the Process of 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 or provision of such a hose is not practical, then 2 fully charged fire extinguishers must be available and if used during the process, the heat work must cease until 2 fully charged fire extinguishers are made available;
- b. the lighting of equipment shall be in accordance with manufacturer's instructions and no piece of lighted equipment shall be left unattended; and
- c. gas cylinders not required for immediate use shall be kept at least 6 metres from where the heat is being applied.

##### 3. After Ceasing Work

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

- b. Where **you** or persons acting on **your** behalf burn debris away from their premises, the following precautions must be taken on each occasion:
- i) fires are to be in a cleared area and at a distance of at least 10 metres from any property;
  - ii) fire is not to be left unattended at any time;
  - iii) a suitable fire extinguisher is to be kept available for immediate use; and
  - iv) fires are to be extinguished at least 1 hour prior to leaving site at the end of each working day.



## 7. General Exclusions

The **policy** excludes:

### 7.1. Asbestos

liability arising from 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;

### 7.2. 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**.

### 7.3. Cyber risks

7.3.1. any actual or alleged loss, damage, liability, **bodily injury**, **personal injury**, compensation, medical payment, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by **you**, howsoever incurred or accruing, directly or indirectly arising out of, caused by, contributed to, resulting from, or in connection with any of the following:

- a) 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 of such acts, involving access to, processing of, use of or operation of any **computer system**;
- b) any failure to act, error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any **computer system**;
- c) 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**; or
- d) any breach of duty (including statutory or regulatory duty), or breach of trust or any series of related breaches of duty (including statutory or regulatory duty) or breaches of trust involving or affecting the use or operation of, or access to, any **computer system**.

7.3.2. any actual or alleged loss, **damage**, liability, **bodily injury**, compensation, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by **you**, howsoever incurred or accruing, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**; regardless of any other cause of event contributing concurrently.

7.3.3. This exclusion shall apply unless expressly stated otherwise in the policy.

7.3.4. This exclusion shall not apply to:

- a) liability for any **bodily injury** or **damage** arising out of **terrorism**, for which cover is expressly provided elsewhere in the **policy** and shown as 'INCLUDED' in the **schedule**;
- b) the Employers' Liability **section** of the **policy** in respect of liability for any **bodily injury** sustained by an **employee** arising out of their employment and caused during the **period of insurance**; or
- c) the General Liability **section** of the **policy** in respect of liability for any ensuing accidental **bodily injury** or accidental **damage** which is not otherwise excluded.

### 7.4. Data Protection liabilities

liabilities for loss, damage, cost or expense of any kind arising directly or indirectly under, or related to, the provisions of the Data Protection Act 2018 ('DPA'), any subsequent amending legislation or the General Data Protection Regulation ('GDPR');

### 7.5. Communicable Disease

7.5.1. any amount for which **we** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- 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.

#### 7.6. 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. North American jurisdiction

liability in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part) unless otherwise stipulated in the **schedule**; but that this exclusion shall not apply in respect of non-manual visits to **North America** except that in respect of liability arising from such visits:

- a) **we** will not be liable to indemnify any entity based in, operating in or domiciled in **North America**; and
- b) the indemnity by this **policy** excludes liability arising under any agreement or contract that would not arise in the absence of any agreement or contract; and
- c) **costs and expenses** are payable as part of and not additional to the **limit of indemnity**.

#### 7.8. Nuclear hazards

liabilities that attaches by or arising from **nuclear hazards**;

#### 7.9. Offshore activities

**bodily injury** sustained by any **employee** while **offshore**;

#### 7.10. War and terrorism

liability arising, caused by or contributed to by or arising from **war** or any act of **terrorism**.

## 8. Claims Conditions and Requirements

It is a condition precedent to our liability that **you** comply with the 'Claim notification', 'Your duties' and 'Claim procedure' clauses below.

The 'Compliance with policy terms' clause sets out the consequences of a failure to comply with the due observance and fulfilment of the provisions of this **section**.

### 8.1. Claim notification

8.1.1. **You** shall give notice in writing, or by an agreed electronic medium, to **us** as soon as practicable and in any event within seven (7) days of receipt of any claim, suit or becoming aware of circumstances that could give rise to a claim under this **policy** or 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.

8.1.2. Notice to **us** must be given in writing to the claims notification addresses specified in the **schedule**.

### 8.2. Your duties

8.2.1. For each and every claim **you** and any person acting on behalf of **you** must:

- a) give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- b) provide such proofs and information in respect of the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected with it;
- c) not make any admission, offer, promise or payment in connection with any occurrence or claim that could give rise to liability under this **policy**, without the prior written consent from **us**;
- d) produce for examination, at any time and at a place designated by **us** or **our** representatives, any and all such documentation as may be reasonably required which relate to any matter arising out of the **policy**. **You** will allow extracts and copies to be taken without charge and will take reasonable steps to obtain such documents that are in the possession or control of third parties;

e) co-operate with **us** or **our** appointed agents to allow compliance with any relevant practice directions and pre-action protocols;

f) not destroy evidence or supporting information or documentation without our prior consent, nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a claim under this **policy**; or

g) comply with any reporting obligations provided for under the GDPR.

### 8.3. Claim procedure

8.3.1. Unless stated otherwise all claims will be handled and overseen by **us** but day to day handling may be managed by a third party.

8.3.2. For every claim, **you** and any person acting on **your** behalf must immediately provide **us** or **our** appointed agent with copies of any legal documents relating to an insured event as soon as received by **you**.

### 8.4. Our rights

8.4.1. **We** are under no obligation to automatically follow settlements in discharge of the liability of the insurers of the **underlying insurance**.

8.4.2. **We** may at any time pay the **limit of indemnity** of this **policy** (less any amounts already paid or incurred) or any lesser amount for which at **our** absolute discretion all claims arising out of an **insured loss** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of these claims.

8.4.3. **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**.

### 8.5. Subrogation

8.5.1. 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 defense or settlement of

such claims by **us** hereon, third to claims or costs and expenses incurred in the defense 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.

- 8.5.2. 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

### 9.1. Applicable law and jurisdiction

This law applying to the **policy** is the law as stated in the **schedule**.

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. Assignment

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

### 9.3. 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.

### 9.4. Compliance with policy terms

9.4.1. **You** and anyone acting on **your** behalf must each comply with every applicable provision of the **policy**.

9.4.2. 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**.

9.4.3. 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.

9.4.4. 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**.

9.4.5. 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.

### 9.5. 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.

### 9.6. 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.

### 9.7. 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 at <https://qbeeurope.com/privacy-policy/>.

Alternatively **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

### 9.8. Dispute resolution

9.8.1. Notwithstanding the 'Applicable law' clause, all matters in dispute between the parties arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working



days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

- 9.8.2. The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.
- 9.8.3. If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

#### 9.9. Insolvency

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

- 9.9.1. reduce or exhaust the **limit of indemnity** of the underlying insurance; or
- 9.9.2. increase **our** liability under this **policy**.

#### 9.10. 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.

#### 9.11. Insurance Act 2015

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

#### 9.12. Maintenance of underlying insurance

- 9.12.1. 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**.

- 9.12.2. No amendments to the **underlying**

**insurance** shall form part of this **policy** until agreed in writing or by electronic medium by **us**.

#### 9.13. Material changes during the policy period

- 9.13.1. **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.
- 9.13.2. **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.

#### 9.14. 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.

#### 9.15. 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.

#### 9.16. 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 the **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

#### 9.17. 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**.

### **9.18. 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 this policy by contacting your broker or where **your** policy is insured by QBE Europe SA/NV, QBE UK Limited or where **your** insurer is or includes a Lloyd's syndicate write to:

Customer Relations, QBE European Operations,  
30 Fenchurch Street, London EC3M 3BD

Email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com)

Telephone: 020 7105 5988

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

**You** can contact the UK FOS via its web site, or write to Exchange Tower, London E14 9SR, Tel: +44 (0)800 023 4567.

### 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 they can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

# QBE | Foundation

The QBE European Operations Foundation is a global corporate responsibility initiative.

Helping people when they're most in need is what we do as insurers. We see supporting charities as a natural extension of that role. We do it in four main ways: making grants to charities, matching employee fundraising, and encouraging payroll giving donations and employee volunteering.

Our charitable grants support healthcare, educational and community-based projects across the UK, Europe, Canada and Dubai. These help people overcome disadvantage, develop their abilities, and live more independently and productively.

Each year our employees select a charity partner as a focus for fundraising activities. In 2018/19, for example, they chose Alzheimer's Society in the UK.

Since we launched the Foundation in 2011, our employees have donated more than £7.5million to 400 different charities.

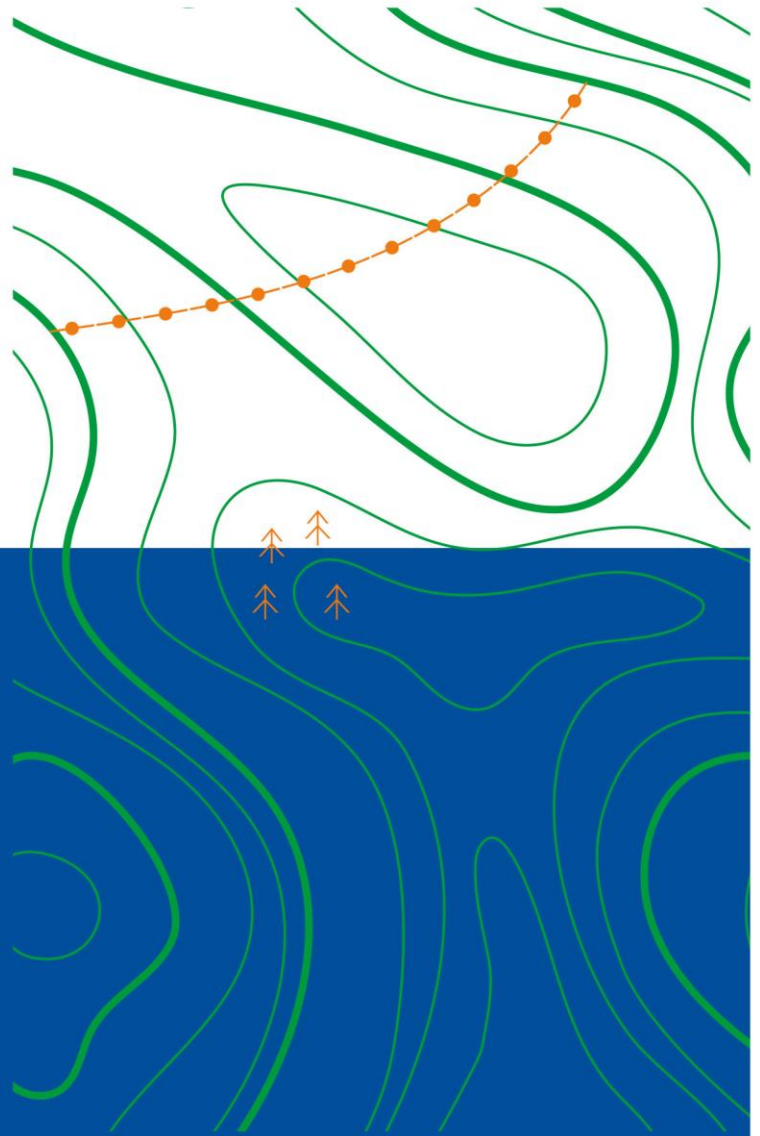
See [QBEurope.com/community/qbe-foundation](https://qbeurope.com/community/qbe-foundation) for further details.

## QBE European Operations

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Made possible



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