

Drain Cleaning

Underwritten by a member of the **QBE Insurance Group (QBE)**

The Legal Expenses section is underwritten by **DAS Legal Expenses Insurance Company Limited (DAS)**
(details are provided below)

This insurance is an annual contract unless stated otherwise and it may be renewed at the end of each policy year on the basis of the terms and conditions applicable upon renewal. **For full details of the start date and end date of the policy, you should read the policy schedule.**

This document provides only a summary of the main benefits under your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. **For full details of all policy benefits and all terms you should read the policy wording.**

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

Limit of indemnity, sub-limit of indemnity, territorial limit and jurisdictional limit

This insurance is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. There are also territorial and jurisdictional limits which apply to specific sections of this policy. **Please refer to your quotation or policy schedule for confirmation of the applicable limits and territorial and jurisdictional limits.**

Excess or deductible

Most cover sections will carry an 'excess' or 'deductible' being the first amount of each claim or occurrence that you must pay and is not covered by your insurance. The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with a qualification whether the amount will be applied per claim or per occurrence.

Basis of claims

• "Claims made"

Sections Professional Indemnity and Directors' and Officers' Liability operate on a "claims made" basis which means that this insurance responds, subject to the terms of the policy, to:

- a) any circumstance that may become a claim in the future, provided you notify them to QBE during the period of insurance; or
- b) any claim made against you during the period of insurance.

• "Losses occurring"

Sections Employer's Liability, Public and Products (including Inefficacy) Liability, Legal Expenses, Property All Risks, Business Interruption All Risks, Contract Works, Fidelity Guarantee and Personal Accident operate on a "losses occurring" basis which means that this insurance responds, subject to the terms of the policy, to losses that occur during the period of insurance.

General Terms

You must:

- a) make a fair presentation of your risk in proposing for this insurance, including making disclosure in a comprehensive and accurate manner;
- b) notify us of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;
- c) notify us of any and all material changes to the declared business activity or insured risks if you require them to be covered by this insurance; and
- d) comply with the general conditions and any specific conditions designed to reduce the risk of loss.

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Employers' Liability

Significant Features and Benefits

This section provides indemnity for:

- liability at law to compensate your employees following bodily injury in the workplace (employers' liability); and
- defence costs following an event which is or may be the subject of indemnity under this section or any extension.

Automatic Extensions include:

- Contractual Liability
- Costs and expenses in defending an action against you payable as part of your limit for this Section
- Defence costs arising from claims made under the provisions of the Health and Safety at Work etc. Act 1974
- Indemnity to other parties, including indemnity to principal
- Data protection – valid compensation including associated defence costs in respect of damages or distress arising from the Data Protection Act 2018, Section 168; and material or non-material damage arising from the General Data Protection Regulation 2018, Article 82
- Injuries arising from war or terrorism
- Injuries to working partners or proprietors
- Manslaughter defence costs and statutory defence costs, other than those arising out of any alleged breach of statutory duty or allegation of manslaughter, corporate manslaughter or corporate homicide
- Compensation for court attendance £250 per person per day/£500 for directors/partners
- Medical treatment
- Public relations expenses protecting your brand image following an insured event
- Temporary overseas employment less than twelve (12) months in duration, including non-manual work in North America
- Unsatisfied court judgements

Exclusions or limitations:

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

- Hazardous activities, being
 - work at a height exceeding sixteen (16) metres (this shall not apply where mobile elevated working platforms are used);
 - work at a depth which exceeds three (3) metres below the ground in respect of excavation work;
 - work undertaken on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals (apart from retail garages, shops or offices, or work at perimeter fences and boundaries or non-safety critical locations at such establishments);
 - work undertaken offshore;
 - on sites located airside;
 - on, alongside or within 5 metres of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing (apart from work on public railway stations);
 - work undertaken on the site of any nuclear installations or establishment (apart from work in offices or at perimeter fences and boundaries at these sites);
 - collection or delivery of clinical waste including but not limited to sharps and needles
- Nuclear risks
- North American jurisdiction
- Employment practices dispute
- Data protection liabilities (other than where covered under the Automatic Extension)
- Any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention'
- Fines and penalties
- Road traffic legislation
- Statutory defence costs and manslaughter defence costs (other than where covered under the Automatic Extension)
- War and terrorism (other than liability for injuries sustained by employee(s) arising from an act of war or terrorism)
- Workman's compensation or social security payment

Public & Products

including Inefficacy Liability

Significant Features and Benefits

This section provides an indemnity for legal liability to pay damages or compensation arising from death, bodily injury and/or personal injury to third parties; loss or damage to third party property; advertising injury; and/or denial of access or nuisance arising out of, from or in connection with a product (product liability), the business (public liability) and pollution (pollution liability).

The limit of indemnity applies to each and every claim, unlimited in the period in respect of Public Liability, but applying in the aggregate in respect of Products or Pollution.

Specialist Automatic Extensions include:

- ☑ Inefficacy (failure to perform) covering legal liability for bodily injury or damage arising out of the failure to carry out cleaning services you have contracted to provide within the course of your business. Cover includes liability for bodily injury or damage arising from the failure of any product to fulfil its intended function or arising out of wrongful advice, design, plans, specifications, formulae, surveys, instructions or directions given by you in connection with such product
- ☑ Indemnity to other parties, including indemnity to principal
- ☑ Treatment risk covers damage caused to third party property as a result of the incorrect application of cleaning products to floors or soft furnishings including carpets, curtains and upholstery
- ☑ Customers premises covers property being cleaned whilst temporarily in your custody for the purpose of undertaking work, including loss, destruction or damage to customers' premises or their contents resulting from the provision of cleaning services only
- ☑ Failure to secure premises covers legal liability for loss, destruction or damage, arising out of the failure to secure the premises being cleaned
- ☑ Incorrect destruction of goods covers liability for loss, destruction or damage, caused as a result of the incorrect destruction of third party property
- ☑ Damage to third party plant being operated covers liability for damage to customers' cleaning plant and equipment whilst being operated by you, excluding cover for normal wear and tear and depreciation or any mechanical breakdown
- ☑ Contractual liability
- ☑ Criminal or deliberate acts – perpetrated by your employees (other than where condoned/sanctioned by you)

Other Automatic Extensions include:

- ☑ Accidental discovery of asbestos
- ☑ Compensation for court attendance £250 per person per day/£500 for directors/partners
- ☑ Damage to leased or rented premises
- ☑ Data protection – valid compensation in respect of damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or material and non-material damage under Article 82 of the General Data Protection Regulation ('GDPR') including associated defence costs, and defence costs in relation to a prosecution brought under the DPA, any subsequent amending or replacement legislation or the GDPR
- ☑ Defective Premises Act 1972 liability
- ☑ Employees' liability overseas (including their family or persons normally resident with them)
- ☑ Environmental statutory liability for pollution occurring within the United Kingdom and/or member state of the European Union
- ☑ Liability for injury, damage, denial of access or nuisance resulting from legionella
- ☑ Libel, slander or misstatement
- ☑ Local Democracy, Economic Development and Construction Act 2009
- ☑ Manslaughter defence costs and statutory defence costs, other than those arising out of any alleged breach of statutory duty or allegation of manslaughter, corporate manslaughter or corporate homicide
- ☑ Motor contingent liability falling on the company
- ☑ Public relations expenses protecting your brand image following an insured event
- ☑ Sudden and accidental pollution

Optional Extensions (selected where shown on the quote) include:

Asbestos limited materials partial buyback including accidental discovery

Covers work which is subject to the Notifiable Non-licenced Work requirements set out in the Control of Asbestos Regulations 2012 or does not require a licence.

Damage to that part worked upon – Customers' premises extension additional buyback

Covers all insured trade activities (excluding loss of extinguishant from a fixed fire extinguisher) not already included under Automatic Extensions – Customers' premises and Property upon which you have been working.

Fidelity bonding

Covers loss of a customer's property due to acts of fraud, theft or embezzlement by employees committed during the period of insurance and discovered not later than 3 months after either the termination of employment or when you first become aware that a loss has been incurred, whichever shall occur first.

Financial loss (including products)

Covers financial loss (not in respect of, or as a consequence of bodily injury or damage to property) incurred by others, for claims made against the company during the period of insurance.

Loss of keys

Covers the loss of customer's keys whilst in your custody. Legal liability for consequential losses following the loss of keys would be covered under the Public Liability section. The definition of keys includes electronic pass cards.

Misuse of telephones

Covers loss of money due to unauthorised use of customers' telephones by employees.

North America (products)

Extends the territorial limits to include the United States of America or Canada in respect of product exports only.

Products and workmanship

Extends cover to include the costs of rectifying defective work or products following bodily injury or damage to third party property.

Temporary removal of customers' property for cleaning or treatment

Covers liability for damage caused to customers' property whilst temporarily removed from customers' premises and whilst in transit and in your custody, possession or control.

Use of heat

Extends cover to include liability arising from or caused by the use of heat away from your premises when using oxyacetylene, electric arc and similar welding and cutting equipment, blow lamps, torches and the like. Cover is subject to compliance with risk control conditions set out in the extension clause

Exclusions or Limitations

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

- ☒ Hazardous activities, being
 - work at a height exceeding sixteen (16) metres (this shall not apply where mobile elevated working platforms are used);
 - work at a depth which exceeds three (3) metres below the ground in respect of excavation work;
 - work undertaken on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals (apart from retail garages, shops or offices, or work at perimeter fences and boundaries or non-safety critical locations at such establishments);
 - work undertaken offshore;
 - on sites located airside;
 - on, alongside or within 5 metres of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing (apart from work on public railway stations);
 - work undertaken on the site of any nuclear installations or establishment (apart from work in offices or at perimeter fences and boundaries at these sites)
 - collection or delivery of clinical waste including but not limited to sharps and needles
- ☒ Coronavirus, epidemic and/or pandemic, this excludes any liability directly or indirectly arising out of any coronavirus or similar or equivalent virus in the future, any epidemic or pandemic which poses a threat to human health or welfare, or any fear or threat of these
- ☒ Crop spraying, soil treatment, and removal of Japanese knotweed, whether undertaken by you, your agent, or your contractor.
- ☒ Products and workmanship other than liability for damage to property by workmanship or products, which are subject to a separate contract
- ☒ Advice, design, plans, specifications, formulae, surveys, instructions or directions whether or not provided for a fee, where no product or service is supplied but this exclusion will not apply to liability for bodily injury
- ☒ Use of heat away from own premises, when using oxyacetylene, electric arc and similar welding and cutting equipment, blow lamps, torches and the like.
- ☒ Employees working outside the United Kingdom where the work assignment exceeds 12 months
- ☒ Building work, other than in connection with the provision of guarding services, non-structural refurbishment, redecoration and the like
- ☒ Firearms, shotguns and/or air guns
- ☒ Asbestos (except where covered by Automatic Extension - Accidental discovery of asbestos)
- ☒ Data protection liabilities – other than those covered by the 'Data protection' extension clause
- ☒ Liability arising from products related to the flight safety of aircraft, where the insured is aware that these products are intended to be incorporated into aircrafts or any other aerial device or satellite.
- ☒ E-commerce
- ☒ Fees for intervention (payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention')
- ☒ Ionising radiation arising from combustion of nuclear fuel or from nuclear explosive devices
- ☒ Loss of keys and locks
- ☒ North American liabilities (other than temporary non-manual work)
- ☒ Pollution except for sudden and accidental pollution
- ☒ Road Traffic liability for which compulsory insurance is required by legislation
- ☒ Statutory defence costs and manslaughter defence costs (other than where covered under the Automatic Extension)
- ☒ Vehicles and vessels
- ☒ War

Conditions precedent to liability:

- Compliance with bona-fide sub-contractors insurance check:

Sub-contractors must have effected Public Liability Insurance which covers liability arising from or caused by the work for the full duration of the work and is subject to a limit of indemnity of not less than the amount stated in the schedule and must include an indemnity to principals clause, Products Liability Insurance where the whole of a service or a complete installation is sub-contracted, and Inefficacy Liability Insurance where the whole of a security and/or fire service or a complete security and/or fire installation is sub-contracted.

- Compliance with Construction Plant-hire Association Conditions of Contract/Scottish Plant Operators.
- Compliance with the use of heat conditions

Please refer to the policy wording for full details of the above conditions precedent to liability.

Professional Indemnity

Significant Features and Benefits

This section provides an indemnity to you or your sub-contractors for liability to pay compensatory damages or awards to the extent that it arises from any breach of professional duty, a negligent act, error, omission, misstatement or misrepresentation, defamation or other tort related to disparagement of character, including libel or slander, or, other civil liability incurred in the performance of your business, in the conduct and the carrying out of the following specified professional activities, undertaken by a properly qualified person (**with appropriate professional qualifications or not less than five (5) years relevant experience for the specific professional activities in which they are engaged**): -

- design, plan or specification;
- supervision of construction;
- feasibility study;
- technical information calculation;
- surveying;
- consultancy;
- testing;
- training;

This is a claims made insurance section meaning any claim must be made against the insured and notified to insurers during the policy period.

Automatic Extensions include:

- Arbitration and adjudication (to resolve a dispute in accordance with the Scheme for Construction Contracts or any award by an arbitrator or tribunal of arbitrators)
- Awards by ombudsman (sub limited to £150,000)
- Collateral warranties
- Compensation for court attendance £250 per person per day/£500 for directors/partners
- Costs prior to handover
- Defence costs, including defence costs for criminal proceedings
- Dishonesty of employees (but not partners, directors or principals)
- Infringement of copyright, patent or registered design
- Joint ventures
- Libel and slander
- Loss of documents
- Mitigation of a Loss
- Negligence of others
- Pollution and contamination (in circumstances as specified within the policy wording)
- Public relations and crisis management services (sub limited to £150,000)

Optional Extensions (selected where shown on the quote) include:

Asbestos accidental discovery

Asbestos limited materials partial buyback including accidental discovery (for work which is subject to the Notifiable Non-licensed Work requirements set out in the Control of Asbestos Regulations 2012 or does not require a licence).

Exclusions or Limitations include:

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

- Hazardous activities, being
 - work at a height exceeding sixteen (16) metres (this shall not apply where mobile elevated working platforms are used);
 - work at a depth which exceeds three (3) metres below the ground in respect of excavation work;
 - work undertaken on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals (apart from retail garages, shops or offices, or work at perimeter fences and boundaries or non-safety critical locations at such establishments);
 - work undertaken offshore;
 - on sites located airside;
 - on, alongside or within 5 metres of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing (apart from work on public railway stations);
 - work undertaken on the site of any nuclear installations or establishment (apart from work in offices or at perimeter fences and boundaries at these sites)
 - collection or delivery of clinical waste including but not limited to sharps and needles
- Nuclear risks
- Retroactive date – negligence before the date
- Associated companies
- Bodily injury and property damage
- Contractual liability (other than any liability which you would have incurred in the absence of such contract)
- Dishonest, malicious, criminal or deliberate illegal acts (other than where covered under Automatic Extension - Dishonesty of employees)
- Aircraft, watercraft, vehicles or buildings (owned or used by you)
- Libel, slander, defamation or misstatement (made recklessly or maliciously by you)
- Asbestos
- Assumed duty or obligation (not in the normal conduct of your business)
- Confidentiality
- E-commerce
- Insolvency
- Insurance, finance or financial advice
- Known circumstances
- Legislation and regulation (any taxation, competition, restraint of trade or anti-trust legislation or regulation)
- Liability arising out of employment
- Management liability
- Negotiable paper (bearer bonds, coupons, share certificates, stamps, money or other negotiable paper).
- North American territories claims
- Ombudsman (other than where covered under Automatic Extension – Awards by ombudsman)
- Other insurances
- Patent or trade secret
- Plea or finding of guilt
- Pollution (bodily injury, loss of or damage to, or loss of use of property caused by seepage, pollution or contamination; and the cost of removing, nullifying or cleaning-up of polluting or contaminating substances)
- Specifications and estimates (claims arising from incorrect or inadequate specifications and/or estimated construction costs unless arising out of unintentional negligence in the conduct of your business)
- Takeover or merger (errors or omissions committed after the date of any take-over or merger unless agreed by us)
- Trading loss and liabilities
- War and terrorism

Condition precedent to liability:

- Compliance with bona-fide sub-contractors insurance check

Please refer to the policy wording for full details of the above condition precedent to liability.

Directors and Officers Liability

Significant Features and Benefits

The section provides indemnity 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. This is a claims made insurance section meaning any claim must be made against the insured and notified to insurers during the policy period.

This cover is not available to sole traders, partnerships or companies listed on a stock exchange.

Automatic Extensions of cover include:

- Acts made and claims brought anywhere in the world (apart from the United States of America or Canada)
- Claims brought by liquidators/receivers
- Claims brought by minority shareholders
- D&Os of companies acquired during the year so long as the acquired company's assets do not exceed an agreed threshold and its security is not traded on an USA exchange
- D&Os of the company as well as the D&Os of all its subsidiary companies
- Defence costs and expenses including attendance at a regulatory or official investigation as part of a claim against a D&O
- Defence costs and expenses up to a sub-limit of liability for claims brought in the EU arising from pollution
- Each D&O is insured separately i.e. full severability in respect of the exclusions and application
- Emotional distress as part of claim arising out of employment practices claims
- Insurable punitive, multiple and exemplary damages (awarded outside USA/Canada)
- Manslaughter defence costs and expenses
- Past, present and future D&Os
- Private offerings automatically

Exclusions or Limitations include claims:

The policy document contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment are listed below. **QBE** will not pay for any claims:

- Arising from any pension or employee benefit plan for the benefit of the company's employees
- Arising from any pollution
- Arising from fraud or dishonesty or gaining personal profit or advantage
- Arising out of litigation first made prior to or pending at the inception of the policy of continuous cover date
- Entity cover, D&O cover is being provided solely for insured persons (as defined within the policy wording). This section of cover does not include claims made against the company entity itself
- For actual or alleged breach of any professional services
- For bodily injury or property damage
- In respect of circumstances existing prior to the period of insurance
- Involving stock offerings during the period of insurance
- Made against the insured by another insured (insured v insured)
- Made in the USA or Canada

Legal Expenses

Significant Features and Benefits

This section provides legal expenses insurance underwritten by DAS Legal Expenses Insurance Company Limited covering costs and expenses that you become liable to pay arising out of legal disputes, provided that the insured incident occurs during the period of insurance and within the territorial limits. For civil disputes, it must also always be more likely than not that you will win your case.

Automatic Extensions include:

Access to a dedicated 24-hour helpline for commercial legal advice, and 9-5 helpline for tax advice on matters affecting the business. A counselling service is available for all employees or their immediate family members.

Cover for the following insured incidents:

- Employment disputes and compensation awards
- Statutory licence appeal
- Debt recovery
- Personal injury
- Tax protection
- Legal defence
- Property protection
- Contract disputes
- Crisis containment

Exclusions or Limitations include:

Each of the insured incidents have specific exclusions which relate to them, for full details please refer to the policy documentation. The policy shall exclude:

- 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;
- Any insured incident deliberately or intentionally caused by a person insured;
- Costs and expenses incurred before the written acceptance of a claim by us;
- Fines, penalties, compensation or damages;
- Legal action you take which we or the representative have not agreed to;
- The use of your own lawyer – DAS will appoint a preferred lawyer or other professional for you, though you may choose your own lawyer when legal proceedings start or if there is a conflict of interest (unless DAS is liable for a compensation award under the section);
- Claims which don't arise directly in connection with the insured business;
- Legal problems that started before the date your cover begins;
- The VAT element of any costs if you are registered for VAT;
- If we agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time).

Property All Risks

Significant Features and Benefits

This section provides all risks cover for buildings, rent payable, contents, stock, machinery, plant, fixtures, fittings and other property as stated on the quotation, schedule or renewal documentation. Theft cover applies only where there is forcible or violent entry or exit. Subsidence cover is excluded apart from subsidence damage to contents. Cover is available for:

- Buildings
- Electronic business equipment and computers
- Floating contents (floating between specified premises as declared to us)
- Goods in transit
- Machinery, plant and all other contents (including tenant's improvements)
- Non-ferrous metals
- Portable electronic business equipment. (sub-limit £1,500 any one item)
- Portable stock (sub-limit £750 any one item)
- Portable tools (sub-limit £750 any one item)
- Rent payable
- Stock
- Subsidence

The extensions listed below are included within your selected sum insured and limits as per your quotation, schedule or renewal documentation

Specialist Automatic Extensions include:

- 15% Day one uplift in respect of buildings and contents
- Customers goods while in your possession at your premises
- Money (this cover must be requested)
- Mortgagees and other interests
- Breakdown of electronic business equipment and computers (only where cover for electronic business equipment has been requested)
- Reinstatement of data. (Sub-limit of £50,000)
- Cost of changing locks following a loss of own keys (sub-limit £2,500)
- Costs for reinstating buildings (following damage) to a standard which conforms with the recommendation report contained in the property's current Energy Performance Certificate. (Sub-limit of £25,000) (only where cover for buildings has been requested)

Other Automatic Extensions include:

- Costs incurred in improving water resilience in the repair or reinstatement of the buildings. (Sub-limit of £25,000) (only where cover for buildings has been requested)
- Debris removal
- Exhibition and trade fairs (loss of or damage to items anywhere in the United Kingdom and/or European Union)
- Fire extinguishment expenses and damage caused by emergency services. (Sub-limit of £100,000)
- Flood resilience, (Sub-limit of £50,000)
- Glass breakage and temporary boarding up
- Hire agreements
- Metered water or gas loss
- Personal accident assault (whilst in charge of your money)
- Trace and access
- Unauthorised use of electricity gas or water
- Unoccupied buildings (subject to requirements laid out in Standard Clause – Unoccupied buildings)

Optional Extensions (selected where shown on the quote) include:

Money belonging to your customers

Cover can be extended to include money whilst in transit, not belonging to the company, but for which the company is responsible, in the course of the business. This is subject to not less than one able bodied director, partner and/or employee between 18 & 70 years of age for each sub-limit of money carried, as stated in the quotation, schedule or renewal documentation.

Subsidence of buildings

Buildings cover can be extended to include subsidence.

Exclusions or Limitations include:

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

- ☒ Excluded property: -
 - any motor vehicle or their contents whose use is not permanently confined to the premises
 - electricity, gas, water or telecommunications transmission lines or pipes (other than those which are your responsibility and are within fifty (50) metres of your premises)
 - livestock, growing crops, trees, watercraft, aircraft, jewellery, precious stones, furs or promissory notes
 - moveable property in the open or property in the course of erection or installation
- ☒ Theft of goods left in unattended vehicles
 - from any soft or open topped vehicle
 - from a hard-top motor vehicle:
 - during business hours unless the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation and all keys have been removed
 - outside business hours unless the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation, all keys have been removed and the motor vehicle is parked in a securely locked compound, locked building or locked garage;
 - *Business hours means your normal daily working hours but extended up to twenty-four (24) hours each day during which you or your employees are assigned call out duty and/or attendance at an emergency call out.
- ☒ Damage caused by specific events as listed within the policy wording. Please refer to Exclusion 3 under this section of the policy wording for full details.
- ☒ Communicable disease (including the fear or threat of communicable disease and costs relating to any clean-up, testing or monitoring for the actual, alleged or suspected presence of a communicable disease)
- ☒ Subsidence of buildings (unless Optional Extension - Subsidence of buildings is purchased)
- ☒ Fraud committed by you or your employees
- ☒ Consequential loss
- ☒ Glass damage
- ☒ Money (specific circumstances resulting in damage)
- ☒ Civil commotion and riot occurring in Northern Ireland
- ☒ Nuclear damage
- ☒ Pollution or contamination (other than where caused by a defined peril)
- ☒ Unidentified loss
- ☒ War and terrorism

Significant Limitations that may Restrict Payment if not Complied with include:

- Maintenance of electronic business equipment
- Unoccupied buildings
- Minimum security standards

Please refer to the policy wording for full details of the above limitations that may restrict payment if not complied with.

Business Interruption All Risks

Significant Features and Benefits

This section provides all risks cover for loss caused by interruption or interference with your business resulting from damage to property. If shown as insured in the quotation, schedule or renewal invitation this section provides an indemnity for the following losses, costs and expenses:

- insurable gross profit/estimated insurable gross profit or gross revenue/estimated gross revenue;
- rent receivable
- increased cost of working
- additional increased cost of working; and
- outstanding debit balances

Gross profit means the amount by which the sum of the amount of the turnover and the amounts of the closing stock and work in progress exceeds the sum of the amounts of the opening stock and work in progress and the amount of the specified working expenses.

Gross revenue means the money paid or payable to you for services rendered in the course of the business at the premises.

Automatic Extensions include:

- Notifiable disease, murder or suicide, food or drinking poisoning, vermin or pests at the premises resulting in restrictions on the use of the premises on the order or advice of a Local or Government Authority. Please note that the definition of 'Notifiable disease' excludes Avian Influenza and/or Influenza A (H5N1), Swine Influenza and/or Influenza A (H1N1), Severe Acute Respiratory Syndrome (SARS), any coronavirus (or similar or equivalent virus in the future) including any mutation or variation of a coronavirus, and any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not, or any fear or threat of these
- Prevention of access to the premises
- Contract sites and exhibition sites
- Damage to UK customers' premises
- Damage to UK suppliers' premises
- Public utilities extension including telecommunications

Exclusions or Limitations include:

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

- Communicable disease (including the fear or threat of communicable disease and costs relating to any clean-up, testing or monitoring for the actual, alleged or suspected presence of a communicable disease)
- Property All Risks section exclusions – the exclusions applicable to the Property All Risks section apply equally to the insurance by this section except that consequential loss exclusion therein shall not apply to the losses expressly covered by this section.
- Fines and damages (we will not be liable for any fines or damages arising from breach of contract, for late or non-completion of orders or for any penalties of whatever nature).
- War and Terrorism

Contract Works

Significant Features and Benefits

Covers the cost of rectifying damage to the property insured during the period of insurance, subject to the limit of indemnity set against each item in the quotation, schedule or renewal documentation. Cover is available for:

- Permanent and temporary works
- Temporary buildings, plant and other property
- Hired in temporary buildings, plant and equipment
- Employees' personal effects and tools (or for which they are responsible)

Automatic Extensions include:

- Continuing hiring charges covered for up to 90 days (after expiry of the first 2 working days). (This cover only applies where cover for 'Hired-in temporary buildings, plant and equipment' has been requested)
- Additional interests in the contract works
- Waiver of recovery rights under the JCT Standard Form of Building Contract
- Free issue materials
- Immobilised plant
- Negligent breakdown for hired in plant (only where cover has been requested for hired-in plant)
- Architects', surveyors' and other fees in reinstatement
- Debris removal
- Escalation in contract price. (Sub-limit of 25% of the limit of liability)
- Heartbreak payment. (Sub-limit of £250)
- Increased cost of working
- Local authority reinstatement requirements
- Location of source of the escape of water
- Plans, drawings, specifications and documents
- Replacement of locks for constructional plant. (Sub limit of £500)
- Temporary storage

Exclusions or Limitations include:

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

- ☒ For theft or any attempted theft to the following unattended property:
 - Non-ferrous metals unless within a locked building, or a locked container, or locked portacabin or similar.
 - Construction plant unless locked at all points of access and immobilised or sited within a locked building or locked compound and all keys are removed.
 - Other property while on the contract site after work has ceased for the day unless within a locked building or locked compound.
 - Other property within a motor vehicle, unless the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation;
- ☒ Excluded property: -
 - aircraft, hovercraft or watercraft; buildings, other structures, their contents or other property existing at the start of your contract (which are not free issue materials);
 - plant, machinery, tools or equipment due to its own explosion, electrical or mechanical breakdown or failure or derangement including but not limited to overrunning, overheating or short circuiting;
 - any mechanically propelled motor vehicle, or its attached trailer which licensed for road use or for which insurance or security is required under Road Traffic law;
 - money;
 - deeds, manuscripts or documents of any kind.
- ☒ For personal effects and tools away from site:
 - Loss or damage caused by theft or attempted theft from an open top or soft top motor vehicle.
 - Loss or damage caused by theft or attempted theft from a hard-top motor vehicle:
 - Left unattended during business hours unless the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into activation and all keys have been removed; or
 - Left unattended outside of business hours unless the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation and all keys have been removed, and the motor vehicle is parked in a securely locked compound, locked building, or locked garage.
- ☒ Communicable disease (including the fear or threat of communicable disease and costs relating to any clean-up, testing or monitoring for the actual, alleged or suspected presence of a communicable disease)
- ☒ Any property which is recoverable under any other insurance or in any other way
- ☒ Change of water table level
- ☒ Consequential loss (including liquidated damages, fines or penalties for delay or detention in connection with any guarantees of performance or efficiency)
- ☒ Deliberate acts
- ☒ Design and workmanship
- ☒ Period of maintenance is limited to 12 months
- ☒ Pollution or contamination damage
- ☒ War and Terrorism
- ☒ Wear and tear

Terrorism Risks are excluded in respect of Property All Risks, Business Interruption All Risks and Contract Works. Cover is available under the Terrorism section of cover.

Fidelity Guarantee

Significant Features and Benefits

This section provides cover for loss of money or goods caused by any act of theft committed during the period of insurance by an employee normally resident within the territorial limits and discovered not later than 3 months after the termination of this insurance, the insurance in respect of an employee specified by name or position or the employment of any employee, whichever occurs first.

Automatic Extensions include:

- Auditors fees incurred with **QBE's** written consent solely to substantiate the amount of the claim.
- The reasonable cost of re-writing or amending the software programmes or systems where such re-writing or amending is necessary to correct the programmes or amend the security codes following the fraudulent use of computer hardware or software programmes or computer systems the subject of an admitted claim.

Exclusions or Limitations include:

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

- Claims for loss of interest or consequential loss of any kind
- Claims arising from failure to comply with the minimum standards

Condition precedent to liability:

- Compliance with Fidelity Guarantee Minimum Standards

Please refer to the policy wording for full details of the above condition precedent to liability.

Terrorism

Significant Features and Benefits

This section provides indemnity for damages to the property insured under sections Property All Risks, Business Interruption All Risks, and Contract Works (if insured) caused by an act of terrorism provided that:

- a) it occurs in Great Britain (meaning England, Wales and Scotland, but not the territorial seas adjacent, not Northern Ireland nor the Isle of Man or the Channel Islands);
- b) it is occasioned through any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence; and
- c) such act is certified by HM Treasury or a competent tribunal.

Exclusions or Limitations include:

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

- ☒ any land or building which is wholly or partially occupied as a private residence;
- ☒ losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from virus or similar mechanism or hacking or phishing or denial of service attack which caused damage to or the destruction of any computer system, alteration, modification, distortion, erasure, corruption of data, or loss of any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar;
- ☒ losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
- ☒ nuclear installation or nuclear reactor and all fixtures and fittings situated thereon;

Electronic risks exclusion or any other electronic, digital or cyber liability exclusion in this policy shall not apply to the extent of loss or liability covered by the terrorism insured section.

Personal Accident

Significant Features and Benefits

This section provides a capital sum payment following death or disablement within 12 months of bodily injury to the insured person. The death or disablement must be as a result of an accident that gives rise to bodily injury that occurs during the period of insurance, during the policy operative time and within the territorial limits.

Exclusions or Limitations include:

- ☒ Air travel but this exclusion will not apply if travelling as a passenger in a commercially licensed aircraft
- ☒ Any amount in excess of the accumulation limit
- ☒ Any sum in excess of the benefit limits stated in the quotation, schedule or renewal documentation.
- ☒ Being under the influence of alcohol as defined by the motor vehicle laws or under the influence of drugs or narcotics that are not lawfully available
- ☒ Death or disablement caused by sickness or natural causes
- ☒ Deliberate exposure to exceptional danger, suicide or attempted suicide or intentional self-inflicted injury;
- ☒ Engaging in or taking part in:
 - Driving or riding on motorcycles or motor scooters (other than mopeds), hang-gliding, paragliding and parasailing
 - Naval, military or air force service or operations
 - Rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race
 - Skin diving involving the aid of breathing apparatus or snorkelling, hang-gliding, paragliding and parasailing
 - Winter sports (but this does not exclude on piste skiing or snowboarding, skating or curling)
- ☒ Injury arising due the accumulation of a series of accidents and/or traumas
- ☒ Injury or medical conditions existing before commencement of the policy
- ☒ Injury or sickness contributed to or aggravated by any specifically excluded or pre-existing condition.
- ☒ Osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments
- ☒ Repetitive strain injury or syndrome or any other gradually operating cause
- ☒ Stress (work related or otherwise), neuroses, psychoneuroses, psychopathies, psychoses, post-traumatic stress disorder or mental or emotional diseases or disorders of any type, or epilepsy
- ☒ War and terrorism

Conditions precedent for personal accident

- Co-existing accident insurance

Please refer to the policy wording for full details of the above condition precedent to liability.

Exclusions applicable to all Sections, other than Legal Expenses

Cyber Risk Exclusion:

- ☒ This Exclusion is applicable to all Sections of Cover (other than Legal Expenses) and excludes any loss directly or indirectly caused by a Cyber Incident. The definition of Cyber Incident extends to both malicious and non-malicious events.
- ☒ The exclusion has a write back cover for physical loss or damage which is caused by fire or explosion directly occasioned by a Cyber Incident.
- ☒ See 'Limited Cyber Risk Exclusion' under Section – Exclusions applicable to all sections, other than Legal Expenses in the policy wording for full details.

IMPORTANT

This is only a basic summary of the main cover provided and the policy document should be referred to for full details of the cover and terms and conditions applying. A copy of the policy document is available upon request.

Insurance Act 2015

This policy has been amended to take account of the provisions of the Insurance Act 2015, and is intended to comply with them, unless otherwise stated by way of endorsement or in the schedule.

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 **QBE** are willing to invite renewal of the policy **QBE** will use best endeavours to tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

Premium payment

The insured is liable to pay the premium as set out in the policy. **For full details of payment of premium and the duration of payments of premium you should read the policy and the schedule.**

Other restrictions

Certain endorsements that might apply to your policy may restrict cover. **For full details you should read the policy documentation.**

Claim notification (See 'Claim notification' under Section – Claims Conditions in the policy wording) Should you wish to make a claim you must notify **Sutton Specialist Risks Ltd** as soon as practical on receipt of any claim, suit or becoming aware of circumstances that is likely to lead to a claim. But please read your policy as specific time limits may apply for claim notification, which form conditions precedent to liability, breach of which, may entitle **QBE** to refuse to deal with the claim. You may contact the company at: Sutton Specialist Risks Ltd, Bull Wharf, Redcliff Street, Bristol, BS1 6QR, telephone : 0117 930 0100; email claims@ssr.co.uk

Separate contact details are provided in the schedule to notify **DAS** of a claim or a circumstance that is likely to lead to a claim on the **DAS Commercial Legal Expenses** section. Additional details of when and how to contact **DAS** in relation to a claim or potential claim are provided within the **DAS Commercial Legal Expenses** section of your policy.

Declaration Adjustment Clause (See 'Declaration adjustment' under Section – General Terms and Conditions in the policy wording)

Sections – Employers' Liability, Public and Products (including Inefficacy) Liability and Contract Works are subject to premium adjustment at the end of the period of insurance, but only if these sections are marked "Section subject to declaration adjustment – Yes" in the schedule.

The premiums for Employers' Liability, Public and Products (including Inefficacy) Liability and Contract Works are calculated by a rate on estimated wages and/or turnover. If subject to premium adjustment, these premiums are adjusted on the declaration of actual figures achieved at the end of the period of insurance. Such adjustment will not be subject to any return of premium, as all premiums shown are the minimum premiums chargeable for the risk.

All Public and Products (including Inefficacy) Liability Optional Extensions are non-adjustable, other than Financial loss (including products) extension and North America (products) extension which are adjustable, subject to any extension minimum premium chargeable for the risk.

The premium under the Business Interruption All Risks section for loss of gross profit and/or gross revenue is calculated by a rate on estimated gross profit or gross revenue. The premium is adjustable on the declaration of actual gross profit and/or gross revenue achieved at the end of the period of insurance but only in respect of sums insured marked "Declaration linked condition - Yes" in the schedule. The maximum return premium allowable shall be 50% of the deposit premium paid, subject to any section minimum premium chargeable for the risk.

Complaint procedure

In respect of the Legal Expenses Section of the policy only, please contact **DAS's** customer relations department at:

DAS Legal Expenses Insurance Company Limited, **DAS House**, Quay Side, Temple Back, Bristol, BS1 6NH, telephone 0117 934 0066, email **DAS** at customerrelations@das.co.uk

In respect of all other Sections of the policy, you can complain about this policy by first contacting your broker.

If you wish to contact us directly you can write to Customer Relations, **QBE European Operations**, 30 Fenchurch Street, London EC3M 3BD; email: CustomerRelations@uk.qbe.com, telephone 020 7105 5988;

In each case, you should quote the policy or claim reference.

A summary of the insurer's complaints handling procedure is available on request and will also be provided to you when acknowledging a complaint.

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>

If eligible, you can contact the **FOS** via its website: <https://www.financial-ombudsman.org.uk/contact-us>, or write to Exchange Tower, London E14 9SR, or telephone 0800 023 4567.

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; PO Box 300, Mitcheldean, GL17 1DY; or from their website (<http://www.fscs.org.uk/contact-us/>).

The law and language applicable to the policy

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

Your insurer

Your quotation or renewal documentation will state the name of the licenced insurer within the **QBE Insurance Group (QBE)** that is providing your insurance cover. It will be one of or a combination of the following companies.

QBE Europe SA/NV

QBE Europe SA/NV Limited is a public limited liability company (VAT BE 0690.537.456) and is Authorised by the National Bank of Belgium (NBB) (de Berlaumontaan 14 Boulevard de Berlaumont, 1000 Brussels, Belgium) under licence number 3093.

Your insurer's Head Office

The insurer's home state is Belgium and its Head Office and registered address is: Regentlaan 37 Boulevard du Régent, 1000 Brussels, Tel: +32 2 504 82 11 or Fax: +32 2 504 82 00 enquiries@be.qbe.com

QBE UK Limited

QBE UK Limited is a private company limited by shares (company number 01761561) and is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 202842.

Your insurer's Head Office

The insurer's home state is the United Kingdom and its Head Office and registered address is: 30 Fenchurch Street, London, EC3M 3BD, Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561 enquiries@qbe-europe.com

Your DAS Commercial Legal Expenses section insurer (if insured)

DAS Legal Expenses Insurance Company Limited

DAS Legal Expenses Insurance Company Limited is a private limited company registered in England and Wales (company number 103274) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Your insurer's Head Office

The insurer's home state is the United Kingdom and its Head Office and registered address is: **DAS House**, Quay Side, Temple Back, Bristol, BS1 6NH, Tel: 0117 9342111 Registered in England No. 103274

You may check these details by visiting the **NBB's** website:

<https://www.nbb.be/en> or by contacting the **NBB** on +32 2 221 21 11, or by visiting the **FCA's** website: <http://www.fca.org.uk/> or by contacting the **FCA** on 0845 606 9966. In the event of a complaint please read the procedure above.

QBE European Operations is a trading name of **QBE Europe SA/NV**, VAT BE 0690.537.456, RPM/RPR Brussels, IBAN No. BE53949007944353 and SWIFT/BIC No. HSBCBEBB, ('QBE Europe'), and of (1) **QBE UK Limited**, no. 01761561 ('QBE UK'), (2) **QBE Underwriting Limited**, no. 01035198 ('QUL'), (3) **QBE Management Services (UK) Limited**, no. 03153567 ('QMSUK') and (4) **QBE Underwriting Services (UK) Limited**, no. 02262145 ('QSUK'), all four companies having their registered offices at 30 Fenchurch Street, London, EC3M 3BD, and being incorporated in England and Wales. **QBE Europe** is authorised by the National Bank of Belgium under licence number 3093. **QBE UK** and **QUL** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **QUL** is a Lloyd's managing agent. **QMSUK** and **QSUK** are both Appointed Representatives of **QBE Europe** and **QUL**.