



QBE European Operations

Excess Liability. Giving you the advantage

Policy Summary

Made possible



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

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, schedule 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 policy schedule for confirmation of the applicable limits and territorial and jurisdictional limits.

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 terms and any specific terms designed to reduce the risk of loss.

Excess Employers' Liability

Significant features and benefits

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

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

Non-Automatic extensions include:

Asbestos	liability to an employee for bodily injury caused by exposure to asbestos.
Offshore activities	liability to an employee for bodily injury caused by visit, work or activities undertaken offshore.
Terrorism	liability to an employee for bodily injury caused by an act of terrorism.

Significant or unusual exclusions or limitations

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

Claims arising from one cause	liability for any amount in excess of the underlying insurance limit of indemnity which the insurers of the underlying insurance have paid or are liable to pay in respect of a number of claims arising from one cause.
Data Protection Liabilities	liability for any amount in arising under the provisions of Data Protection legislation or the General Data Protection Regulation ('GDPR').
Negation of the underlying insurance aggregate limit	liability for any amount in excess of the underlying insurance limit of indemnity which is expressed as applying in the aggregate.
North American jurisdiction	liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of North America.
Offshore	liability which arises out of visits, work or activities undertaken offshore.

Excess General Liability (Public, Products and Pollution Liability)

Significant features and benefits

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

Non-Automatic extensions include:

Asbestos	legal liability to pay damages or compensation arising from exposure to asbestos.
North America jurisdiction	liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of North America.
Offshore activities	legal liability to pay damages or compensation arising from work or activities undertaken offshore.
War or Terrorism	legal liability to pay damages or compensation arising from personal injury, damage, denial of access or nuisance caused by or contributed to by or arising from war or terrorism.

Significant or unusual exclusions or limitations

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

Advice, design or plans irrespective of a fee being charged	liability arising out of or from the provision of any professional services such as advice, design, plans, specifications, formulae, surveys or directions prepared or given by you or other insured party.
Asbestos	liability arising from or caused by any work involving the manufacture, mining, processing, exposure etc, to asbestos.
Cyber risks	a total cyber loss exclusion except in respect of accidental bodily injury or damage caused.
Data Protection Liabilities	liability for any amount arising under the provisions of Data Protection legislation or the General Data Protection Regulation ('GDPR').
Communicable Disease	liability for any amount arising out of a communicable disease.
North American jurisdiction	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.
War and Terrorism	liability for personal injury, damage, denial of access or nuisance cause or contributed to, by or arising from war or terrorism.

Significant limitations that may restrict payment if not complied with include:

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

Important information

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

Should you wish to make a claim you must notify **QBE** 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. You may contact **QBE** at the address shown below.

Complaint procedure

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you.

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

Telephone: 020 7105 5988

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/how-to-complain>.

You can contact the UK FOS via its website, write to the UK FOS, Exchange Tower, London E14 9SR, Tel: 0800 023 4567.

Compensation

You may be entitled to compensation from the FSCS if we are unable to meet our obligations under the policy. Further information is available from www.fscs.org.uk, or you can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Please note that QBE Europe SA/NV is not covered by the Financial Services Compensation Scheme.

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 Berlaimontlaan 14 Boulevard de Berlaimont, 1000 Brussels, Belgium) under licence number 3093.

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.

Head Office and registered address: 30 Fenchurch Street, London EC3M 3BD, Tel: 0207 105 4000

QBE Casualty Syndicate 386 and QBE Syndicate 1886

QBE Casualty Syndicate 386 and QBE Syndicate 1886 are managed by QBE Underwriting Limited (company number 01035198) and are Authorised by the Prudential Regulation Authority and regulated by



Combined Liability Insurance Insurance Summary



the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 204858

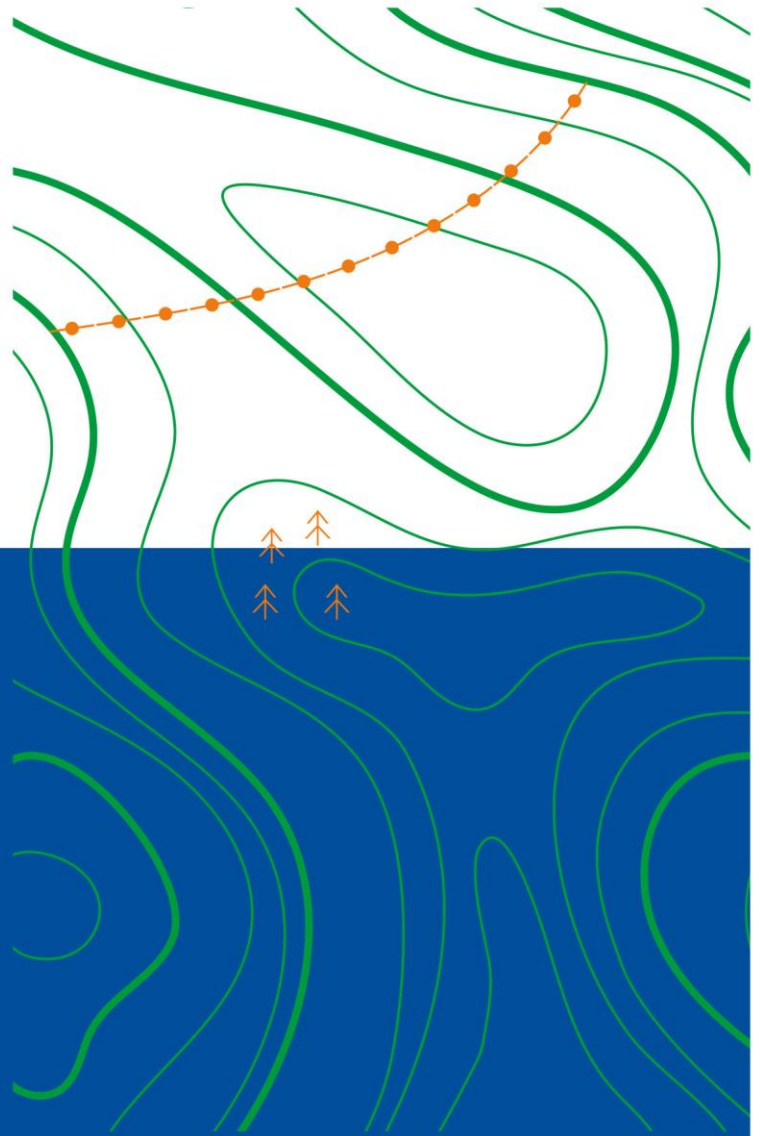
You may check these details by visiting the NBB's website: <http://www.bnb.be/> or by contacting the NBB on +32 2 221 21 11, or by visiting the FCA's website: <http://www.fca.org.uk/> or by contacting the FCA on 0845 606 9966. In the event of a complaint please read the procedure above.

QBE European Operations

30 Fenchurch Street
London, EC3M 3BD

Tel: +44 (0)20 7105 4000
email: enquiries@uk.qbe.com

qbееurope.com



Made possible



QBE European Operations is a trading name of QBE UK Limited, QBE Underwriting Limited and QBE Europe SA/NV. QBE UK Limited and QBE Underwriting Limited are both authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. QBE Europe SA/NV is authorised by the National Bank of Belgium under licence number 3093.