

Per Capita Cleaning Contractors Insurance Summary



underwritten by

QBE Insurance (Europe) Limited (QBE)

Per Capita Cleaning Contractors Insurance Policy is an annual insurance contract and may be renewed each year subject to the terms and conditions then applicable.

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

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

Employers' Liability	Property All Risks
Public and Products (including Inefficacy) Liability	Business Interruption
Professional Indemnity	Contract Works
Legal Expenses	Personal Accident

Section **Employers' Liability**

This is a basic requirement of law and provides an indemnity limit of £10m (unless a higher figure is shown in your quotation/renewal documentation) against legal liability to pay compensation for bodily injury, death, disease or nervous shock sustained by employees of the company arising in the course of employment.

Cover includes

- Costs and expenses in defending an action against you payable as part of your limit for this Section
- Compensation for court attendance £250 per person per day/£500 for directors/partners
- Contractual liability
- Data Protection Act 1998 compensation for distress to employees
- Indemnity to principal
- Injuries to working partners or proprietors
- Health & Safety at Work etc. Act 1974 defence costs
- Corporate Manslaughter defence costs £1m
- Unsatisfied court judgements
- Injuries arising from war or terrorism but limited to £5m.

Main Exclusions

Cover excludes liability arising from:

- Activities or risks listed under Public and Products Liability Exclusions numbered: 7, 8, 11 and 12
- Health and Safety Executive fees for intervention
- War, terrorism except as sub-limited above
- Workman's compensation or social security payment

Section **Public and Products (including inefficacy) Liability**

Provides indemnity for legal liability for:

- accidental death and/or bodily injury to third parties; and/or
- accidental loss or damage to third party property

arising out of the company's business.

The limit of indemnity chosen applies to each and every occurrence, unlimited in the period in respect of public liability, but applying in the aggregate in respect of products or pollution.

Per Capita Cleaning Contractors Insurance Summary



Cover includes

- Costs and expenses in defending an action against you payable as part of your limit for this Section
- Compensation for court attendance £250 per person per day/£500 for directors/partners
- Libel, slander or mis-statement
- Failure to perform (inefficacy)
This coverage applies to bodily injury or damage caused from the failure to carry out services that you have contracted to provide or from the failure of any product to fulfil its intended function or arising out of wrongful advice given by you directly in connection with such product.
Where pure advice is given for a fee without the supply of a product, it may be necessary to arrange additional insurance.
- Treatment risks
Cover includes liability for loss, destruction or damage to soft furnishings including carpets, curtains and the like arising from the incorrect application of cleaning products.
- Failure to secure premises
Cover includes legal liability for loss, destruction or damage, arising out of the failure to secure the premises being cleaned.
- Incorrect destruction of goods
Cover includes 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
Cover includes liability for loss, destruction or damage to customers' cleaning plant and equipment whilst being operated by the company, but excluding normal wear, tear and depreciation or any mechanical breakdown
- Liability arising from accidental discovery of asbestos – but not work with or in connection with asbestos or asbestos containing materials Limit of Indemnity is £250,000
- Contractual liability
- Criminal or deliberate Acts – perpetrated by your employees
- Damage to customers premises or their contents
- Data Protection Act 1998 compensation for distress to third parties
- Defective Premises Act 1972 liability
- Environmental statutory liability - Limit of Indemnity is £1,000,000
- Indemnity to principal
- Damage to leased or rented premises
- Legionella – Limit of Indemnity is £1,000,000
- Local, Democracy, Economic Development and Construction Act 2009
- Motor contingent liability falling on the company
- Health & Safety at Work etc. Act 1974 defence costs including those arising under the Consumer Protection Act 1987 and Food Safety Act 1990
- Corporate Manslaughter defence costs £1m limit
- Sudden and Accidental Pollution
- Wrongful arrest - legal liability arising out of wrongful arrest or detention.

Optional Extensions (only included where shown in the quotation)

- Fidelity Bonding
Indemnity for loss of a customer's property due to acts of fraud, theft or embezzlement by a company's own employee(s) 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. Standard limit of indemnity is £50,000 in the aggregate per employee.

Per Capita Cleaning Contractors Insurance Summary



Note: The company must take reasonable care to ensure that suitable and competent persons are employed. Also, money which would be due to the employee from the company (other than for the acts of fraud or dishonesty) shall be deducted from the customers' loss. Any recovery made on account of any loss, shall be shared in the proportion that the amount of the loss borne by each bears, to the total amount of the loss.

- Financial Loss (Including Products)
Legal liability for 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. Standard limit of indemnity is £50,000.
- Loss and Consequential Loss of Keys
Indemnity for loss to a customer arising from loss of a customer's keys whilst in the company's custody. Standard limit of indemnity is £25,000. 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 Telephone Extension
Indemnifies a company against loss of money due to unauthorised use of customers' telephones by employees. Standard limit of indemnity is £10,000 per employee and in the aggregate.

Public/Products (including inefficacy) Liability excesses

The general excess for this Section is £250 any one occurrence for third party property damage. However this is reduced to Nil for bodily injury claims, including wrongful arrest unless involving third party property damage. **The general excess is modified in the following circumstances.**

1. Window cleaning - £500 any one occurrence
2. Pressure washing - £1,000 any one occurrence
3. Liability for damage to leased or rented premises - £100 any one claim
4. Data Protection Act compensation - £500 or 10% of the cost of compensation to the claimant, whichever is the greater
5. Accidental discovery of asbestos - £2,500 per claimant

and for the optional extensions:

6. Fidelity bonding - £500 any one claim
7. Loss of keys/consequential loss of keys - £250 or 10% of the cost of the claim, whichever is the greater
8. Financial Loss (including products) - £500 or 10% of the cost of the claim, whichever is the greater
9. Misuse of telephones - £500 of the amount payable.

Public/Products (including inefficacy) liability exclusions

Cover excludes all liability arising from or relating to:

1. Pure advice, instruction or design for a fee, where no product or service is supplied but this exclusion will not apply to bodily injury arising from such advice
2. Asbestos except for accidental discovery of asbestos
3. Building work, other than in connection with the provision of guarding services, non structural refurbishment, redecoration and the like
4. Carriage and guarding of money and valuable Items
5. E-commerce
6. Health and Safety Executive fees for intervention
7. Work carried out by UK employees outside the UK where the work assignment exceeds 12 months
8. Hazardous activities being work on or at, or in connection with
 - Use of ropes, slings or cradles at a height
 - Height where the drop exceeds 16 metres

Per Capita Cleaning Contractors Insurance Summary



- Premises or structures used in conjunction with the production, processing, transportation or storage of gas, oil, petrol or chemicals (other than retail garages, shops or offices)
 - Offshore installations
 - Airside activities
 - Work on or within 5 meters of open railway tracks (not applicable to railway stations)
 - Work at nuclear installation establishments (not applicable to offices at nuclear sites)
 - work of collection or delivery of clinical waste including but not limited to sharps and needles;
 - silo / tank cleaning;
 - water treatment;
 - sand / shot blasting;
 - clean room cleaning;
 - crime scene clean up;
 - duct cleaning;
 - pressure washing in excess of 2000 psi.
9. Loss of key and locks unless you have elected to purchase the Optional Endorsement for this cover.
 10. North American liabilities
 11. Ionising radiation arising from combustion of nuclear fuel or from nuclear explosive devices
 12. Pollution except for sudden and accidental pollution
 13. Products and workmanship other than liability for damage to property by workmanship or products, which are subject to a separate contract
 14. Use of heat away from own premises, other than soldering irons
 15. Use and ownership of vehicles and vessels
 16. War

Additional trade specific terms, conditions and exclusions

Bona-fide sub-contractors

- Cover excludes liability arising from or caused by sub-contractors, unless they have Public Liability Insurance. Their insurance must cover the work being undertaken, include an indemnity to principal clause and have an indemnity limit of at least £1m. You must revalidate their insurance every 12 months throughout the duration of their contract..

Section Professional Indemnity

Provides cover up to the limit of indemnity including damages and costs & expenses, for any claim made against you as a result of:

- a) civil liability incurred by you;
- b) civil liability incurred by you arising from any negligent act committed by or alleged to have been committed by any consultant, sub-contractor or agent for whose acts, errors or omissions you are legally liable.

provided that the liability arises from carrying out specified professional activities in connection with your business.

The limit of indemnity is any one occurrence and in the aggregate. This is a claims made insurance section meaning any claim must be made against the insured and notified to insurers during the policy period.

Specified professional activities are:

The supply or performance by you as a professional of any:

- a) training and advice;
- b) professional services

Per Capita Cleaning Contractors Insurance Summary



undertaken only by or under the direction and direct control of a properly qualified person. A properly qualified person will mean personnel with appropriate professional qualifications or not less than 5 years relevant experience for the specific professional activities in which they are engaged.

Cover includes

- Liability arising from accidental discovery of asbestos – but not work with or in connection with asbestos or asbestos containing materials Limit of Indemnity is £50,000
- Compensation for court attendances
- Dishonesty of employees
- Infringement of copyright, patent or registered design
- Loss of documents
- Mitigation of a Loss

Professional indemnity excess

£2500 each & every claim including costs & expenses

Loss of documents - £250 any one claim

Main exclusions

1. Asbestos except for accidental discovery of asbestos
2. Date Related Coverage
3. Employee bodily injury
4. Property ownership, use or occupation or leasing
5. Dishonest, malicious, criminal or deliberate illegal acts
6. E-Commerce
7. Estimates of construction
8. Express warranty or guarantees
9. Hazardous materials & hazardous activities as per Public and Products (including inefficacy) Liability Section
10. Insolvency
11. Insurance, finance or financial advice
12. Known circumstances
13. Management liability
14. North American territories claims
15. Nuclear Risks
16. Retroactive date – negligence before the date being the inception date to this policy or the date of proven unbroken Professional Indemnity cover
17. War & Terrorism

Professional indemnity terms and conditions - Bona-fide sub-contractors

- This Section excludes liability arising from or caused by professional work, as defined by specified professional activities above, undertaken on your behalf in the course of the business by sub-contractors or consultants unless you have obtained evidence that all such sub-contractors or consultants hold and maintain their own Professional Indemnity Insurance up to a minimum limit of indemnity of £100,000 in the aggregate, defence costs inclusive (unless otherwise stated in the quotation) during the period of insurance.

Per Capita Cleaning Contractors Insurance Summary



Section E Legal expenses

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

The maximum that DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000

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

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

Insured incidents:

1. Employment disputes and compensation awards
2. Statutory licence protection
3. Debt recovery
4. Bodily injury
5. Tax protection
6. Legal defence
7. Property protection
8. Contract disputes

Main exclusions and limitations

Each of the insured incidents has specific exclusion which relate to them, for full details please read the *policy documentation* carefully. Unless otherwise stated in the quotation or renewal documentation or policy addendum the policy shall exclude:

1. any employment dispute where the cause of action arises within the first ninety (90) days of the indemnity provided by this Section;
2. 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;
3. costs and expenses incurred before the written acceptance of a claim by us;
4. fines, penalties, compensation or damages;
5. any claim relating to patents, copyrights, intellectual property, secrecy and confidentiality agreements;
6. any claim relating to franchise or agency agreement;
7. any insured incident deliberately or intentionally caused by a person insured;
8. any claim relating to a shareholding or partnership share;
9. judicial review;
10. legal action you take which we or the representative has not agreed to;
11. bankruptcy.

Legal expenses excesses

Tax aspect enquiry defence - £250 any one claim

Contract disputes – if the amount in dispute exceeds £5,000 then the excess is £250 any one claim

Per Capita Cleaning Contractors Insurance Summary



Section Property All Risks

Cover applies to your property being all your contents comprising;

- Machinery;
 - Electronic business equipment including computer equipment, software and portable electronic business equipment;
 - Stock;
 - Non-ferrous metals;
 - portable hand tools and ladders (including power driven portable hand tools);
- at the premises and use for the business.

being your property and/or your employees property or hired in for which you and/or your employees are responsible under a written contract of hire)

Such property is covered on an All Risks basis meaning all loss or damage unless excluded. The maximum amount payable will not exceed the sum insured as stated in the renewal/quotation documents or any policy sub-limit.

Cover includes (within your selected sum insured):

- Automatic reinstatement
- Breakdown of Electronic Business Equipment and Computers with a limit of £50,000 any one claim and in the aggregate
- Cost of changing locks following theft of own keys with a £2,500 limit
- Customers goods at your premises
- 15% day one uplift in respect of buildings & contents
- Debris Removal
- Electronic Business Equipment and Computers with a £5,000 limit. Cover applies both at the premises and elsewhere in the UK in connection with the business.
- Glass breakage and temporary boarding up with a limit of £2,500
- Non-ferrous metals (other than aluminium) with a £10,000 limit
- Re-instatement of data with a limit of £50,000
- Unauthorised use of electricity or gas with a £2,500 limit.

Property cover excess

The general excess for this Section is £250 any one occurrence.

Main exclusions

1. Consequential loss, fines and penalties
2. Damage caused by:
 - Boiler explosion (but this does not apply to boilers used for domestic purposes)
 - Machinery, tools and equipment due to its own explosion, electrical or mechanical breakdown or failure or derangement including but not limited to overrunning, overheating, leakage of electricity or short circuiting;
 - Defects in design, workmanship or materials
 - Theft or any attempted theft of Electronic Business Equipment and Computers:
 - a) whilst in an open-top or soft-top motor vehicle;
 - b) whilst in a hard-top motor vehicle:
 - i) left unattended between 9pm and 6am unless parked in a securely locked building or garage, or
 - ii) left unattended between 6am and 9pm unless all doors, windows and other means of entry are closed, locked and all keys have been removed to a place of safety;
 - Wear and Tear
 - Changes in water table
3. Property excluded:

This insurance excludes and does not cover damage to:

 - your contents as a result of any adjustment or interference with any component part;
 - your contents due to delay, confiscation, requisition, embargo, nationalisation, by order of government or public authority.

Per Capita Cleaning Contractors Insurance Summary



- money;
 - motor vehicles whose use is not confined to the premises
 - deeds, manuscripts or documents of any kind;
 - property for which you are relieved of responsibility by the conditions of the contract;
4. 9. Ionising radiation
 5. Riot or civil commotion in Northern Ireland
 6. Unidentified loss or disappearance of property
 7. War and Terrorism.

Additional specific terms and conditions

The policy contains specified minimum security standards. These apply to all doors and other openings. Failure to comply with these security standards will result in loss of cover and rejection of your claim where the loss is directly connect to your failure to comply.

Section Business interruption

Cover is on an All Risks basis (excluding subsidence) for Increased Cost of Working for up to a maximum indemnity period as confirmed in your quotation/renewal documentation. The maximum amount payable will not exceed the sum insured as stated in the renewal/quotation documents or any policy sub-limit. Any amendments to the standard limits above are also clearly stated in the quotation.

Cover includes:

- Closure of Premises by a competent authority
- Prevention of Access to the premises with a £25,000 any one claim
- Public Utilities Extension including telecommunications with a limit of £100,000 any one claim
- Damage to UK suppliers' premises with a limit of 10% of the sum insured any one claim.

Definition

The basis of your cover is Increased Cost of Working but this definition is based upon your gross profit which for our purposes is defined as the amount by which

- a. the sum of the amount of the **turnover** and the amounts of the closing **stock** and work in progress exceeds
- b. the sum of the amounts of the opening **stock** and work in progress and the amount of the **specified working expenses**.

Main exclusions

Follow the Property All risks exclusions except for that relating to consequential loss.

Section Contract Works

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, or the amount specified in any Standard Clause or extension to this Section. Property insured includes at your option:

- Permanent and temporary works
- Temporary buildings and plant
- Hired in temporary buildings, plant and equipment – no item of plant have a reinstatement value in excess of £100,000
- Employees' personal effects and tools limited to £5,000 per director or £3,000 per employee and within which sum the maximum for any one mobile telephone is limited to £500, unless otherwise specified in the quotation.

Cover includes

- Additional interests in the contract works
- Continuing hiring charges covered for up to 90 days (after expiry of the first 2 working days) with a maximum limit of £50,000 in respect of hired in plant insured
- Debris removal

Per Capita Cleaning Contractors Insurance Summary



- Escalation in contract price not exceeding 25% of the limit of liability
- Free issue materials
- Heartbreak payment £250
- Immobilised plant
- Negligent breakdown for hired in plant
- Personal effects and tools
- Plans, drawings and specifications documents – limited to £25,000
- Waiver of recovery rights under the JCT Standard Form of Building Contract

Contract works excesses

- £2,500 in respect of subsidence, ground heave, landslip or collapse
- £250 in respect of loss or damage to employees' personal effects and tools
- £1,000 in respect of hiring charges or 48 hours hiring charges, whichever is the greater
- £1,500 in respect of storm, tempest, flood or water damage
- £500 every other claim, unless otherwise stated

Main exclusions

For theft or any attempted theft to the following unattended property:

1. Non-ferrous metals unless within a locked building, or a locked container, or locked portacabin or similar, subject to a maximum limit of £10,000.
2. Construction plant unless locked at all points of access and immobilised or sited within a locked building or compound and all keys removed to a place of safety.
3. Other property within a motor vehicle unless the motor vehicle is locked at all points of access and is protected by an immobiliser or an approved alarm, which has been put into operation.
4. Other property while on the contract site after work has ceased for the day, unless within a locked building, compound or fully enclosed boundary fence.

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:
 - i) left unattended outside business hours (business hours being the hours between 09.00am and 6.00pm) unless locked in a securely locked building or garage; or
 - ii) unless all doors, windows and other means of entry are closed locked and all keys removed to a place of safety.
 - any amount exceeding £5,000 per director or £3,000 per employee.
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- Period of maintenance is limited to 12 months
 - Change of water table level
 - Unattended property
 - Wear and tear
 - War and Terrorism
 - Wear and tear

Per Capita Cleaning Contractors Insurance Summary



Section Personal Accident

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. Unless stated otherwise the territorial limits are worldwide but excluding North America

Main exclusions

QBE will not pay:

1. any sum in excess of the benefit limits stated in the quotation or renewal documentation.
2. any amount in excess of the accumulation limit;
3. air travel but this exclusion will not apply if travelling as a passenger in a commercially licensed aircraft;
4. deliberate exposure to exceptional danger, suicide or attempted suicide or intentional self-inflicted injury;
5. engaging in or taking part in:
 - a) naval, military or air force service or operations;
 - b) winter sports (but this does not exclude on piste skiing or snowboarding, skating or curling);
 - c) skin diving involving the aid of breathing apparatus;
 - d) 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;
 - e) driving or riding on motor cycles or motor scooters other than mopeds;
6. being under the influence of alcohol as defined by the motor vehicle laws or under the influence of drugs or narcotics that are not lawfully available;
7. injury or medical conditions existing before commencement of the policy;
8. osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments;
9. the death of the insured person, if caused by sickness or natural causes;
10. injury arising due the accumulation of a series of accidents and/or traumas;
11. injury or sickness contributed to or aggravated by any specifically excluded or pre-existing condition.

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.

Your Right to Cancel

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. No premium refund will be allowed in the event that **you** cancel this policy

Renewing your Policy

If **QBE** are willing to invite renewal of the policy **QBE** will 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.

Claim Notification

Should you wish to make a claim you should contact Sutton Specialist Risks Ltd as soon as possible. You may contact the company at: Sutton Specialist Risks Ltd, Bull Wharf, Redcliff Street, Bristol tel: 0117 930 0100; fax: 0117 927 9200.

Per Capita Cleaning Contractors Insurance Summary



Complaint Procedure

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

If you wish you may contact the insurer directly: **QBE** Customer Relations at the address below or e-mail: CustomerRelations@uk.qbe.com or telephone + 44 (0) 20 7105 5988; of fax: + 44 (0) 20 7105 4032.

If your complaint is still not resolved to your satisfaction you may refer the matter to the Financial Ombudsman Service at the following address: Insurance Division, The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Referral to the Financial Ombudsman Service is available to all private individuals and eligible commercial customers. Making a complaint does not affect your right to take legal proceedings.

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

Compensation

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

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

Directive Required Information

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 Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares (company number 1761561) and is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 202842.

You may check these details 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.

Your insurer's Head Office

The insurer's home state is the United Kingdom and its Head Office and registered address is:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561

enquiries@qbe-europe.com