

# Suttons Facilities Management Insurance Summary

underwritten by

**QBE Insurance (Europe) Limited (QBE)**



**Suttons Facilities Management Insurance Policy** is an annual insurance contract unless stated otherwise in the quotation or renewal documentation and may be renewed each year subject to the terms and conditions then applicable.

This document provides a summary of the main benefits under the Suttons Facilities Management 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:

A	Employers' Liability	F	Professional Indemnity
B	Public and Products (including Inefficacy) Liability	G	Terrorism
C	Property All Risks	H	Legal Expenses
D	Business Interruption All Risks	I	Directors and Officers Liability
E	Contract Works	J	Fidelity Guarantee

## Section A Employers' Liability

This is a basic requirement of law and provides an indemnity limit of £10m 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 employee per day/£500 for directors/partners
- Injuries to working partners
- Contractual liability
- Indemnity to principal
- Health & Safety at Work etc. Act 1974 defence costs
- Data Protection Act 1998 compensation for distress to employees
- Unsatisfied court judgements
- Corporate Manslaughter defence costs £1m
- Injuries arising from war or terrorism but limited to £5m and further sub-limited to £1m in hostile territories being a territory designated by the Foreign & Commonwealth Office as one:
  - a) to which personnel are 'advised against all travel to';
  - b) that personnel should leave having designated the territory 'advised against all travel to'

### Main Policy Exclusions (unless shown as included in the quotation)

Cover excludes liability arising from work on or at, or in connection with:

- 1) Hazardous activities; being
  - use of ropes, slings or cradles at a height where the drop exceeds 16 metres
  - 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 green or red zones as defined by the Office of Rail Regulation
  - work at nuclear installation establishments (not applicable to offices at nuclear sites)
  - collection or delivery of clinical waste including sharps and needles
  - depth work which exceeds two metres below the ground
- 2) Work carried out by UK employees outside the UK where the work assignment exceeds 12 months

- 3) Road Traffic liability for which compulsory insurance is required by legislation
- 4) War, terrorism and hostile countries except as stated as covered and sub-limited above
- 5) Workman's compensation or social security payment

## Section B 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,
- accidental nuisance, trespass or interference with any easement rights arising out of the company's business.

The limit of indemnity chosen 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.

### Cover includes:

- Inefficacy (failure to perform) and wrongful advice  
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 premises.
- 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 property being worked upon  
Covers loss, destruction or damage to customers' premises or their contents resulting from the provision of facilities management services.
- Damage to third party plant being operated  
Cover includes liability for loss, destruction or damage to customers plant and equipment whilst being operated by the company, but excluding normal wear, tear and depreciation or any mechanical breakdown.
- Defective Workmanship  
Provides cover for your legal liability arising from defective work or defective products where such work or products has caused bodily injury to any person other than an employee or damage to property other than products which are the subject of the same contract.
- Temporary removal of customers goods  
Provides cover for your legal liability for accidental damage to customers goods but only whilst removed from customers premises and in your custody possession or control.
- Financial Loss (excluding products)  
Indemnifies a company subject to 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.
- Costs and expenses in defending an action against you payable in addition to your limit for this Section
- Compensation for court attendance £250 per employee per day/£500 for directors/partners
- Libel, slander or mis-statement
- Wrongful arrest - legal liability arising out of wrongful arrest or detention.
- Contractual liability
- Indemnity to principal
- Damage to leased or rented premises
- Motor contingent liability falling on the company
- Liability arising from watercrafts
- Health & Safety at Work etc. Act 1974 defence costs including those arising under the Consumer Protection Act 1987 and Food Safety Act 1990

- Defective Premises Act 1972 liability
- Legionella – Limit of Indemnity is £1,000,000
- Data Protection Act 1998 compensation for distress to third parties
- Sudden and Accidental Pollution
- Environmental statutory liability - Limit of Indemnity is £1,000,000
- Criminal or deliberate acts – perpetrated by your employees
- Liability arising from accidental exposure to asbestos products
- Corporate Manslaughter defence costs £1m limit
- Products world-wide (excluding North America)

**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 £100,000 in the aggregate per employee.
- 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 £75,000. 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.
- 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 £250,000.
- North America (Products)  
The territorial limits may be extended to include the United States of America or Canada. Limit of indemnity is £1,000,000.
- Misuse of Telephones Extension  
Indemnifies a company against loss of money due to unauthorised use of customers' telephones by employees. Standard limit of indemnity is £50,000 per employee and in the aggregate.
- Loss of Extinguishing Gas  
Cover excludes circumstances where you are directly working on an extinguishing system and the extinguishing gas is lost. The extension has been developed to provide for the sudden and unintended discharge of the potentially high value gas. Standard limit of indemnity is £10,000.
- Loss of metered water  
Cover for any costs up to £ 5,000 per customer and £100,000 any one period of insurance, arising from investigation of the cause of loss of metered water caused by your contracted business activities at the customer's premises where your customer is responsible for charges for loss of metered water
- Trace and access  
Covers costs up to a maximum of GBP100,000 any one period of insurance incurred in locating the source of any escape of water from any fixed water services, heating installation or fuel oil provided the escape of water arises from your installation work.
- Use of heat extension  
Cover may be extended to include use of oxyacetylene, electric arc and similar welding and cutting equipment, blow lamps, torches and the like subject to compliance with risk control conditions set out in the extension clause.
- Damage to that part worked upon  
Cover is provided for liability arising from or caused by damage to that part of the premises or contents resulting directly from the work process upon which you are or have been working.

### **Public/Products (including inefficacy) Liability excesses**

The general excess for this Section is £500 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 or as stated in your quotation.**

1. Work in or on mainframe computer suites - £2,500 any one occurrence
2. Guarding in or building sites, car compounds or open cast mines - £1,000 any one occurrence
3. Pressure washing £1000 any one occurrence
4. Groundwork £2500 any one occurrence
5. Sprinklers and wet risers £1,000 any one occurrence
6. Libel, slander or mis-statement - 10% of the cost of the claim
7. Liability for damage to leased or rented premises - £100 any one claim
8. Data Protection Act compensation - £500 or 10% of the cost of compensation to the claimant, whichever is the greater
9. Accidental discovery of asbestos - £5,000 per claimant
10. Any other work - £500 any one occurrence

and for the optional extensions:

11. Fidelity bonding - £500 any one claim
12. Loss of keys/consequential loss of keys - £250 or 10% of the cost of the claim, whichever is the greater
13. Financial Loss (including products) - £500 or 10% of the cost of the claim, whichever is the greater
14. North America - £5,000 any one occurrence
15. Misuse of phones - £500 each and every claim
16. Loss of extinguishing gas - £250 of the amount payable
17. Loss of metered water - £250 of the amount payable
18. Trace and access - £500 each and every claim
19. Use of heat - £500 any one occurrence
20. Damage to that part worked upon - £1,000 each and every claim

### **Public/Products (including inefficacy) liability exclusions**

Cover excludes all liability arising from work on or at, or in connection with:

1. Hazardous activities; being
  - use of ropes, slings or cradles at a height where the drop exceeds 16 metres
  - 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 alongside railway tracks being designated 'green zone' or 'red zone' work as defined by the Office of Rail Regulation
  - work at nuclear installation establishments (not applicable to offices at nuclear sites)
  - collection or delivery of clinical waste including sharps and needles
  - depth work exceeding two meters below ground level
2. Work carried out by UK employees outside the UK where the work assignment exceeds 12 months
3. Road Traffic liability for which compulsory insurance is required by legislation
4. Ionising radiation arising from combustion of nuclear fuel or from nuclear explosive devices
5. War
6. Use of heat away from own premises, other than soldering irons. Such cover shall be subject to compliance with risk control conditions set out in the extension clause.
7. Asbestos except for accidental discovery of asbestos
8. E-commerce
9. Operations domiciled outside the United Kingdom
10. Pollution except for sudden and accidental pollution
11. North American liabilities unless covered by the optional extension above
12. Building work, other than in connection with the provision of services, non structural refurbishment, making good, redecoration and the like
13. Products and workmanship other than liability for damage to property by workmanship or products, which are subject to a separate contract

14. 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
15. Vehicles and vessels
14. Specified guarding and stewarding activities
  - a) Crowd control (including gate control) at football, rugby, boxing or wrestling matches, pop concerts and similar venues, other than car park control, or control of access to VIP activities forming part of a larger event.
  - b) Activities where the removal of protestors forms an integral part of the services provided.
  - c) Bodyguards and similar activities.
  - d) Carriage of cash or valuables.

#### **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. Their insurance must include Products for sub-contractors who undertake the whole of a service or complete installation.

##### **Security guarding companies**

- It is a condition of the insurance that all employees and sub-contractors are fully vetted in accordance with BS7858 Code of Practice for Security Screening of Personnel Employed in a Security Environment, or BS7499 Part 1 Code of Practice for Static Guarding & Mobile Patrol Services.
- The company must comply with the regulations of the Guard Dogs Act 1975 and any amending legislation.
- It is a condition of the insurance that all employees including sub-contractors are licensed with the Security Industry Authority.

##### **Door supervision and stewarding companies**

- It is a condition of the insurance that all employees including sub-contractors are licensed with the Security Industry Authority

#### **Important:**

**Failure to vet to the required standard is most likely to result in claims being declined**

## **Section C      Property All Risks**

Cover applies to buildings, contents, stock, machinery, plant, fixtures, fittings and other property as specified in the quotation or renewal invitation and such property is covered on an All Risks basis but excluding subsidence apart from subsidence damage to contents. The sum insured is as stated in the quotation. Any amendments to the standard limits above are also clearly stated in the quotation.

#### **Cover includes (within your selected sum insured):**

- Electronic Business Equipment and Computers with a £5,000 limit
- Non ferrous metals (other than aluminium) with a £10,000 limit
- Removal of Debris
- Cost of changing locks following theft of own keys with a £2,000 limit
- Portable Tools and stock anywhere in the European Union with a £5,000 limit any one event (£2500 in respect of stock) and a £750 limit any one item
- Portable Electronic Business Equipment anywhere in the European Union with a £5,000 limit any one event and a £1,500 limit any one item
- Breakdown of Electronic Business Equipment and Computers with a limit of £25,000 any one claim and £50,000 in the aggregate
- Glass breakage and temporary boarding up with a limit of £2,500
- Items while at exhibitions and trade fairs anywhere in the European Union with a £10,000 limit any one claim.

- Re-instatement of data with a limit of £50,000
- Customers goods at your premises
- 15% day one uplift in respect of buildings & contents
- Money (not customers' money) including Personal Accident Assault (£25,000 Capital Benefits and £100 Weekly Benefits)
  - a) Crossed cheques and other non negotiable items with a limit of £250,000
  - b) During business hours in transit, or in a bank night safe with a limit of £5,000
  - c) In a locked safe outside business hours with a limit of £1,500
  - d) At the insured's home or that of any authorised employee with a limit of £500
  - e) Loss or damage to:
    - i) Employees' personal effects following a robbery with a limit of £1000
    - ii) Any safe, cash box, till, case, bag or waistcoat used for the carriage of money

This is subject to not less than one able bodied director, partner and/or employee between 18 & 70 years of age, for each £5,000 carried and the sum carried shall be divided between such persons.

- Goods in Transit - covers loss or damage to stock and/or non ferrous metals up to a limit of £10,000 any one consignment in transit.

### Property excess

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

### Security Requirements

The minimum security requirements are detailed in the quotation. Quotations may be subject to survey. Failure to meet the stipulated security level will invalidate cover.

### Main exclusions

1. Theft or attempted theft, unless involving entry to or exit from the buildings at the situation, by forcible and violent means or by violence or threat of violence.
2. Theft or any attempted theft from any vehicle belonging to the company or under the company's control whilst left unattended unless all openings have been secured and locked and alarm system and immobiliser have been brought into operation.
  - a) by theft or any attempted theft, outside business hours\* unless the vehicle is contained within an area which is locked and secured at all points of access.
  - b) by theft, or attempted theft, malicious persons or storm, to property in any soft or open topped vehicle.
 

\* Business hours are the normal daily working hours of the company, but extended to 24 hours each day, during which the company and its employees are assigned call out duty and or attendance at an emergency call out, other than during normal office hours.
3. Moveable property in the open
4. Subsidence cover on buildings
5. Damage from computer hacking, viruses etc
6. Terrorism

### Section D Business Interruption

Cover is on an All Risks basis (excluding subsidence) against loss of Gross profit and/or increased cost of working for up to a 12 month indemnity period. The sum insured is as stated in the quotation. Any amendments to the standard limits above are also clearly stated in the quotation.

#### Cover includes:

- Outstanding Debit Balances with a limit of £150,000 any one claim
- Prevention of Access to the premises with a £100,000 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.
- Damage to UK customers' premises with a limit of 10% of the sum insured or £100,000 whichever is the greater.
- Closure of Premises by a competent authority
- Rent receivable (only where shown in the quotation)
- Contract sites & exhibition sites

- Gross Profit being 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.

## Section E 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
- Employees' personal effects and tools limited to £1,500 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
- 12 month maintenance period
- Continuing hiring charges covered for up to 90 days (after expiry of the first 2 working days) with a maximum limit of £100,000 in respect of hired in plant insured
- Debris removal
- Escalation in contract price
- Free issue materials
- Immobilised plant
- Negligent breakdown for hired in plant
- Personal effects and tools-away from site
- Temporary storage
- Heartbreak payment £250
- Increased cost of working
- 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

£50 in respect of loss or damage to employees' personal effects and tools

£500 in respect of hiring charges or 48 hours hiring charges, whichever is the greater

£500 in respect of storm, tempest, flood or water damage

£500 every other claim, unless otherwise stated

### Main exclusions

- 1) For theft or any attempted theft to the following unattended property:
  - a) 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.
  - b) 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.
  - c) Other property valued £5,000 or more within a motor vehicle, unless the motor vehicle is protected by an immobiliser or an approved alarm, which has been put into operation.
  - d) Other property valued below £5,000 within a motor vehicle, unless the motor vehicle is locked at all points of access.
  - e) 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.
2. For personal effects and tools away from site:
  - a) loss or damage caused by theft or attempted theft from an open top or soft top motor vehicle.
  - b) loss or damage caused by theft or attempted theft from a hard top motor vehicle:
    - i) left unattended between 9pm and 6am unless locked 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 removed to a place of safety.
  - c) any amount exceeding £1,500 per employee.
3. Wear and tear;
  4. Terrorism.

**In respect of Property All Risks, Business Interruption and Contract Works sections, Terrorism Risks are excluded**

## **Section F Professional Indemnity**

Provides cover up to the limit of indemnity\* including damages or awards and costs & expenses, against civil liability as a result of breach of duty incurred by you in the conduct of the specified professional activities and / or by an employee. 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.

\* Automatically includes cover with a £100,000 limit of indemnity where the specified professional activities element of the turnover does not exceed 10%.

Specified professional activities are:

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

- a) Facilities Management Advice & Consultancy
- b) Health & Safety Training Advice and Consultancy
- c) Fire Safety Training, Advice, Design and/or Specification
- d) Security Training, Advice, Design and/or Specification
- e) Building Maintenance Systems Advice Design and Specification
- f) Periodic statutory testing and inspections of Building Environment Services and Systems
- g) Commercial Property Management

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 five (5) years relevant experience for the specific professional activities in which they are engaged.

### **Cover includes**

- Dishonesty of employees
- Infringement of copyright, patent or registered design
- Loss of documents with a £100,000 limit
- Mitigation of a Loss
- Cyber Liability
- Negligence of others
- Asbestos- For work with asbestos where a licence is not required upto £250,000.

### **Professional indemnity excess**

£2500 each & every claim including costs & expenses

Loss of documents - £250 any one claim

### **Main exclusions**

1. Dishonest, malicious, criminal or deliberate illegal acts
2. Employee bodily injury
3. Estimates of construction
4. Express warranty or guarantees
5. Assignees of collateral warranty
6. Insolvency
7. Insurance, finance or financial advice
8. Known circumstances
9. North American territories claims
10. Other insurances
11. Property ownership, use or occupation or leasing
12. Retroactive date – negligence before the date – the retroactive date is as specified in the quotation
13. Asbestos



14. E-Commerce
15. Contracts (Rights of Third Parties) Act 1999
16. War & Terrorism
17. Hazardous materials & hazardous activities as per Public/Products (including inefficacy) section
18. Date Related Coverage
19. Nuclear Risks
20. Pollution
21. Directors and officers liability

## **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 £1M in the aggregate, costs and expenses inclusive (unless otherwise stated in the quotation) during the period of insurance.

## **Section G – Terrorism Property and Business Interruption**

This section provides cover on the same basis as property and the business interruption (if insured) but for damage or loss of income arising from or caused by terrorist actions.

### **Main exclusions**

- Loss or damage to property outside England, Wales and Scotland;
- Virus, hacking or denial of service attack
- War
- Chemical biological or radioactive contamination.

## **Section H      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. Optional cover: Contract disputes
9. Optional cover: Transfer of Undertakings (Protection of Employment) Act 1998

### **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**

Debt recovery - £250 any one claim

Contract disputes (if accepted) – if the amount in dispute exceeds £5,000 then the excess is £500 any one claim

### **Section I Directors' and Officers' Liability**

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

### **Limit of Indemnity - £100,000**

The limit of indemnity is the maximum amount payable in respect of any one claim and in the aggregate and is inclusive of all defence costs and expenses.

### **Cover includes:**

1. D&Os of the company as well as the D&Os of all its subsidiary companies.
2. Acts made and claims brought anywhere in the world outside of the United States of America or Canada.
3. 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.
4. Defence costs and expenses includes attendance at a regulatory or official investigation as part of a claim against a D&O.
5. Insurable punitive, multiple and exemplary damages (awarded outside USA/Canada).
6. Emotional distress as part of claim arising out of employment practices claims.
7. Defence costs and expenses up to a sub-limit of liability for claims brought in the EU arising out of pollution.
8. Claims brought by minority shareholders.
9. Claims Brought by liquidators/receivers.
10. Past present and future D&Os.
11. Private offerings automatically.
12. Each D&O separately i.e. full severability in respect of the exclusions and application.
13. Manslaughter defence costs and expenses.

### **Directors and officers liability excess**

- None

### **Main exclusions and limitations**

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

1. for bodily injury or property damage;
2. arising from fraud or dishonesty or gaining personal profit or advantage;
3. made in the USA or Canada;
4. arising from any pension or employee benefit plan for the benefit of the company's employees;
5. arising from any pollution;
6. arising out of litigation first made prior to or pending at the inception of the policy of continuous cover date;
7. for actual or alleged breach of any professional services;
8. stock offerings during the period of insurance;
9. in respect of circumstances existing prior to the period of insurance;
10. Insured vs. Insured.

### **Section J Fidelity Guarantee**

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:

- a) this insurance
- b) the insurance in respect of an employee specified by name or position
- c) the employment of any employee whichever occurs first.

Our liability under this section will not exceed £100,000 in respect of any one employee or any one loss or series of losses arising from one source or original cause. The section is also restriction to a maximum amount any one period of insurance. This sum is stated in your stated in the quotation or renewal documentation.

#### **Cover includes:**

- 1 Auditors fees incurred with QBE's written consent solely to substantiate the amount of the claim.
- 2 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.

### **Fidelity guarantee excess**

- the first GBP500 any each claim.

### **Main exclusions and limitations**

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

- 1 for loss of interest or consequential loss of any kind
- 2 following failure to comply with the minimum standards.

### **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** *(See policy document page 128)*

**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, providing you have supplied all relevant pre-renewal information in good time to enable compliance.

**Claim Notification** *(See policy document page 132)*

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, 31 Great George Street, Bristol BS1 5QD tel: 0117 930 0100; fax: 0117 927 9200.

**Premium Adjustment Clause** *(See policy document page 130)*

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

The premium under the Business Interruption section for loss of gross profit is calculated by a rate on estimated gross profit. The premium is adjustable on the declaration of actual gross profit achieved at the end of the period of insurance. The maximum return premium allowable shall be 50% of the deposit premium paid, subject to any section minimum premium chargeable for the risk.

All Optional Extensions, other than Financial Loss (Including Products) and North America are non adjustable.

**Complaint Procedure** *(See policy document page 138)*

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you. If you remain unhappy please contact **QBE** Customer Relations at the address below or e-mail: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com) or telephone + 44 (0) 20 7105 5988; of fax: + 44 (0) 20 7105 4032. If **QBE** cannot resolve the matter to your satisfaction you can, if you wish, refer the matter to the Financial Ombudsman Service at the following address: Insurance Division, The Financial Ombudsman Service, Exchange Tower, London E14 9SR

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

**Compensation**

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

Further information can be obtained from **QBE** at the address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU; Tel: 020 7892 7300.

## Directive Required Information

### **QBE Insurance (Europe) Limited**

**QBE** Insurance (Europe) Limited is a private company limited by shares and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and, with effect from 14 January 2005, to undertake insurance mediation, under Registration Number 202842.

You may check these details by visiting the FCA's website: <http://www.fca.org.uk/register/> or by contacting the FCA on 0800 111 6768. In the event of a complaint please read the procedure above.

### **The law and language applicable to the policy**

The law of England and Wales will apply to this contract unless you and the company agree otherwise.

The language used in this policy and any communications relating to it will be English.

### **Company Head Office**

The Company's Home State is the United Kingdom and this policy is underwritten from its Bristol premises: **QBE** Insurance (Europe) Limited, 3 Temple Back East, Bristol, BS1 6DZ, United Kingdom

The Company's Head Office and registered address is:

**QBE** Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561