

# Per Capita Pest Control Insurance Summary



underwritten by  
**QBE Insurance (Europe) Limited (QBE)**

**Per Capita Pest Control 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 Pest Control 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	D	Tools and Equipment
B	Public and Products (including Inefficacy) Liability	E	Legal Expenses
C	Professional Indemnity		

## 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 person per day/£500 for directors/partners
- Injuries to working partners or proprietors
- 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

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)
- 2 Work carried out by UK employees outside the UK where the work assignment exceeds 12 months
- 3 Vehicles and vessels
- 4 War, terrorism and hostile countries except as stated as covered and sub-limited above
- 5 Workman's compensation or social security payment

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## 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 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.

### Cover includes:

- Failure to perform (inefficacy)  
This coverage applies to bodily injury or damage caused from the failure to carry out pest control services that you have contracted to provide or from the failure of any pest control 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 wood fixtures and furnishings, floors or soft furnishings including carpets, curtains and the like arising from the incorrect application of products.
- Failure to secure premises  
Cover includes legal liability for loss, destruction or damage, arising out of the failure to secure the 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  
The custody, possession or control exclusion is amended to include loss, destruction or damage to customers' premises or their contents resulting from the provision of pest control services only.
- 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
- 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
- Contractual liability
- Indemnity to principal
- Damage to leased or rented premises
- 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
- 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 - Limit of Indemnity is £1,000,000
- Corporate Manslaughter defence costs £1m limit
- Local, Democracy, Economic Development and Construction Act 2009

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## **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.

**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.

- **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.

- **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 £500,000.

- **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.

- **Use of firearms and shotguns**

Indemnifies a company in respect of liability for bodily injury or damage resulting from the use of firearms or shotguns by any of the company's employees in the course of the business. Standard limit of indemnity is £1,000,000.

## **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 unless involving third party property damage.

### **The general excess is modified in the following circumstances.**

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

and for the optional extensions:

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

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## 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 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)
2. Work carried out by UK employees outside the UK where the work assignment exceeds 12 months
3. Vehicles and vessels
4. Use of heat away from own premises
5. Ionising radiation arising from combustion of nuclear fuel or from nuclear explosive devices
6. War
7. Asbestos except for accidental discovery of asbestos
8. E-commerce
9. Pollution except for sudden and accidental pollution
10. North American liabilities
11. Building work, other than in connection with the provision of services, non structural refurbishment, redecoration and the like
12. Products and workmanship other than liability for damage to property by workmanship or products, which are subject to a separate contract
13. 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.
14. Loss of keys and locks
15. Use of firearms

## 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 £1,000,000. You must revalidate their insurance every 12 months throughout the duration of their contract.

## Section C 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 (defined below) 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) design, plan or specification;
- b) supervision of construction;
- c) feasibility study;

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- d) technical information calculation;
- e) surveying;
- f) advice or consultancy;
- g) testing;
- h) professional services

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**

- Dishonesty of employees
- Infringement of copyright, patent or registered design
- Loss of documents
- Mitigation of a Loss
- Negligence of others
- Compensation for Court attendance
- Liability arising from exposure to asbestos that does not require a license under the Control of Asbestos Regulations 2006 – Limit of Indemnity £50,000.

## **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. Insolvency
6. Insurance, finance or financial advice
7. Known circumstances
8. North American territories claims
9. Other insurances
10. Property ownership, use or occupation or leasing
11. Retroactive date – negligence before the date – the retroactive date is as specified in the quotation
12. Hazardous materials & hazardous activities as per Public/Products (including inefficacy) section
13. E-Commerce
14. War & Terrorism
15. Nuclear Risks

## **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 £500,000 in the aggregate, costs and expenses inclusive during the period of insurance.

## **Section D Tools and Equipment**

Cover applies to your tools and equipment (portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software either the property of you and/or your employees or hired in for which you and/or your employees are responsible under a written contract of hire)

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Such property is covered on an All Risks basis. The limit of indemnity is as stated in the quotation. Any amendments to the standard limits are also clearly stated in the quotation.

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

- Automatic reinstatement
- Continuing plant hire charges but excluding the first 3 days loss of hire and limited to 30 days

## Tools and Equipment excess

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

## Main exclusions

1. Consequential loss, fines and penalties
2. Defects in design, workmanship or materials
3. Disappearance of property
4. Normal upkeep, wear and tear
5. Riot or civil commotion in Northern Ireland
6. Theft or any attempted theft of tools and equipment:
  - 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;
  - c) while on the contract site after work has ceased for the day unless within a locked building, locked compound or a fully enclosed boundary fence.
7. Property excluded:

This insurance excludes and does not cover damage to:

  - a) 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;
  - b) tools and equipment as a result of any adjustment or interference with any component part;
  - c) tools and equipment due to delay, confiscation, requisition, embargo, nationalisation, by order of government or public authority.
  - d) money;
  - e) deeds, manuscripts or documents of any kind;
  - f) property for which you are relieved of responsibility by the conditions of the contract;
8. Wear and Tear
9. Ionising radiation
10. Changes in water table
11. In respect of tools and equipment **War and Terrorism Risks** are excluded.

## 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.

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## **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**

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

## **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.**

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## **Your Right to Cancel** (See *policy document page 64*)

**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** (See *policy document page 67*)

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.

## **Complaint Procedure** (See *policy document page 71*)

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 or from their website ([www.fscs.org.uk](http://www.fscs.org.uk)); or Tel: 020 7892 7300.



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## Directive Required Information

### **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/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. [enquiries@qbe-europe.com](mailto:enquiries@qbe-europe.com)