

GJIS Limited
Combined Liability Policy



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The Agreement

The Insured named in the master schedule which shall be an integral part of this policy having made a proposal being the provision of information which shall be the basis of this contract and having paid or agreed to pay the premium including all relevant taxes levies and charges the Company agrees to provide the insurance described in each section subject to the terms, Exclusions and Conditions of this policy and provided that the liability of the Company shall not exceed the sum insured or the Limit of Indemnity stated.

All the paragraphs in the policy and Schedule should be read together and considered as one document.

This policy has been signed on the date of issue stated on the original schedule.

Signed on behalf of the Company

A handwritten signature in black ink, appearing to be a stylized name, possibly 'John' or similar, written over a horizontal line.

QBE Insurance (Europe) Limited

Company means and the Company's Head Office and registered address is:

Employers', Public & Products Liability Insurance
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

Home State - United Kingdom

Authorised and regulated by the Financial Services Authority

Registration No. 202842

Please examine the policy document. If it does not meet your requirements or there is lack of clarity as to the policy terms, please contact your insurance adviser.

Combined Liability Policy



General Conditions

Applicable to all Sections of the Policy

Non-disclosure

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

Material Alteration

This policy shall be voidable if after the commencement of this insurance the risk of loss, destruction or damage, injury or liability is increased unless such change of circumstances has been expressly acknowledged and accepted by written memorandum signed for and on behalf of the Company.

Observance

The due observance and fulfilment of the terms and conditions of this policy insofar as they may relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability to make any payment under this policy.

Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on their behalf to obtain any benefit under this policy or if any loss, destruction or damage be occasioned by wilful act or with the connivance of the Insured all benefits under this policy shall be forfeited.

Contribution

If at the time of any claim under this policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its rateable proportion. This condition shall not apply to any personal accident or medical insurance by this policy.

If any other insurance shall be subject to any condition of average, this policy if not already subject to a condition of average shall be subject to average in like manner.

Calculation and Adjustment of Premium

The Insured shall supply to the Company such information as the Company may require at the beginning of each Period of Insurance for the calculation of the premium due and at the end of each Period of Insurance for the adjustment of the premium paid.

Where the information required includes payments to Employees the amount supplied shall include such payments to all persons defined as Employees by this policy.

Cancellation

The Company may at any time during the Period of Insurance cancel this policy by ten (10) days written notice by recorded delivery to the Insured at the address shown on the schedule but without prejudice to obligations incurred prior to the expiry of such notice.

Upon demand the Company shall return to the Insured a proportionate part of the premium paid.

Combined Liability Policy



Applicable Law

This policy will be governed by and interpreted in accordance with the laws and practice of England. The courts of England will have exclusive jurisdiction to settle any dispute arising out of or in connection with this Policy.

Reasonable Precautions (not applicable to Employers' Liability)

The Insured shall take all reasonable precautions to prevent accidents, loss, destruction or damage.

Document Management

The Company may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. It is hereby agreed that an electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

Disclosure Under the Data Protection Act 1998

The Company records and holds data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. The Company may find it necessary to pass data to other firms or businesses that supply products and services associated with this contract of insurance.

Further, by accessing and updating various databases the Company may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.

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Specification to Employers' Liability Section



Employers' Liability Insurance

Definitions

The following expressions shall have the specified meanings given to them wherever they may appear in this section.

Bodily Injury

Bodily injury including but not limited to death, disease, illness, physical and mental injury or mental anguish, but excluding injury to feelings.

Business

The activities of the Insured as stated in the Schedule and including

- a) provision and management of canteens, sports, social and welfare and medical organisations for the benefit of the Insureds' employees and/or their pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to the operations of the Insured,
- b) provision of security services for the benefit of the Insured,
- c) provision of nursery, crèche or child care facilities where incidental to the business,
- d) property owners, lessors and lessees including repair, refurbishment and maintenance of such property,
- e) organisation of and participation in exhibitions, trade fairs, conferences and the like,
- f) private work undertaken by any Employee for any fellow Employee, director or partner or executive of the Insured,
- g) employment of subcontractors for performance of work on behalf of the Insured,
- h) the organisation of charitable events or similar fund raising activities,
- i) sponsorship of events, organisations, entities and individuals,
- j) repair, maintenance and servicing of own mechanically propelled vehicles,
- k) sale or disposal of own property and goods, including owned mechanically propelled vehicles,
- l) provision of gifts and promotional material incidental to the business

Costs and expenses

- a) recoverable by any claimant from the Insured and at the Insured's request any director, partner or Employee,
- b) incurred by the Company or by the Insured with the written consent of the Company,
- c) incurred at the request of the Insured, with the prior approval of the Company and in connection with the defence of any criminal proceedings brought or an appeal against conviction, including representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry arising from such proceedings and the costs of prosecution awarded against the Insured or any Employee of the Insured in relation to health and safety at work legislation or in respect of a charge of manslaughter or corporate killing, in connection with any occurrence which is or may be the subject of indemnity under this section whether or not Bodily Injury has occurred.

Employee

Any person whilst

- a) engaged under a contract of service or apprenticeship with the Insured,
- b) acting in the capacity of non executive director of the Insured,
- c) supplied to, hired or borrowed by the Insured including where on secondment from another company that is not an Insured under this section in the course of Business, including at the request of the Insured but only in circumstances where such persons are not legally defined as being under a contract of service or apprenticeship any other person required by the Insured to be defined as an Employee, which may include but is not limited to
 - i) labour masters or persons supplied by them,
 - ii) labour only subcontractors,
 - iii) self-employed persons,

Specification to Employers' Liability Section



- iv) drivers or operators of hired-in plant,
- v) persons engaged under work experience, training, study, exchange or similar schemes,
- vi) any officer, member or voluntary helper of the organisations or services stated in the Business Definition,
- vii) voluntary workers, helpers and instructors,
- viii) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation,
- ix) employee(s) elected on any industry users committee,
- x) outworkers or homeworkers employed under contracts to personally execute any work in connection with Business whilst they are engaged in that work,
- xi) any other person defined under Sections 32.-(1), 35.-(2) and 54.-(3)(b) of the National Minimum Wage Act 1998,
- xii) prospective employees who are being assessed by the Insured as to their suitability for employment,
- xiii) any person a Court of Law in the United Kingdom deems to be an Employee.

Insured

The Insured named in the policy Schedule including the legal or personal representatives of the Insured in respect of legal liability incurred by the Insured.

Limit of Indemnity

The amount stated in the Schedule which is the maximum amount payable including interest and all Costs and Expenses in respect of

- a) any one claim against the Insured or series of claims against the Insured, and
- b) any claim or series of claims made by the Insured under this section arising out of one cause.

The indemnity provided by the Standard Clauses or any other amendment to this section shall not operate so as to increase the maximum amount payable in respect of claims arising out of one cause.

North America

The United States of America or Canada or any territory within their jurisdiction.

Offshore

- a) Work in or on any offshore rig or platform or support or accommodation vessel for any offshore rig or platform
- and/or
- b) In transit to and from or between any offshore rig or platform or support or accommodation vessel for any offshore rig or platform from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance onto land upon return from an offshore rig or platform.

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Indemnity Clause

If any Employee, whilst employed in or temporarily outside the United Kingdom on the Business of the Insured, sustains Bodily Injury caused during the Period of Insurance and arising out of and in the course of employment by the Insured the Company will subject to the terms of this policy indemnify the Insured against legal liability for damages, Costs and Expenses up to the Limit of Indemnity provided that

- a) the action for damages is brought against the Insured in a Court of Law outside North America,
- b) no admission, offer or promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the

Specification to Employers' Liability Section



- name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim,
- c) the Insured shall give notice in writing to the Company
 - i) immediately on or not later than 24 hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings
 - ii) immediately on or within 48 hours from, receipt of notice of an Industrial Tribunal hearing that includes alleged Bodily Injury within fourteen (14) days after the occurrence of any other accident or Bodily Injury with full particulars thereof, which may be the subject of indemnity under this section and the Insured shall give all such information and assistance as the Company may require.

Standard Clauses

The indemnity provided by this section includes liability under the following clauses provided that where a party other than the Insured is indemnified such party shall as though he were the Insured, observe, fulfil and be subject to the terms in so far as they can apply.

Contractual Liability

Where any contract or agreement entered into by the Insured with any other party (hereinafter called the "principal") so requires, this section will indemnify

- a) the Insured against liability arising in connection with and assumed by the Insured by virtue of such contract or agreement
- or
- b) the principal in like manner to the Insured in respect of the principal's liability arising from the performance of such contract or agreement but only so far as concerns liability as defined in this section to Employees of the Insured and provided that
 - i) the Insured shall have arranged with the principal for the conduct and control of all claims to be vested in the Company,
 - ii) the principal shall as though he were the Insured observe, fulfil and be subject to the terms and conditions of this section in so far as they can apply, to the extent that may be required by such contract or agreement the Company will waive rights of subrogation against any party specified in the contract or agreement.

Indemnity to Other Parties

The Company will if the Insured so requires also indemnify as if they were the Insured

- a) any director, partner, Employee or a former Employee of the Insured,
- b) any officers, members' committee and/or Employee paid and voluntary helpers of the Insured's
 - i) canteen and welfare organisations
 - ii) nursery, crèche or child care facilities
 - iii) sports and social organisationsin their respective capacities as such,
- c) any officers and members of the Insured's
 - i) security, rescue, first aid, fire and ambulance services
 - ii) medical organisation other than any doctor, surgeon or dentist while working in a professional capacity in their respective capacities as such,
- d) any director or partner or executive of the Insured in respect of private work undertaken by any Employee for a director partner or executive of the Insured,
- e) any principal or any other party to the extent required by contract,
- f) any officers or trustees of the Insured's pension scheme(s), any other party not described in (a) – (f) above for whom the Insured wish to accept responsibility to insure or to provide an indemnity, but the Company will not provide an indemnity
 - i) unless the Company has the sole conduct and control of any claim,
 - ii) where the other person is indemnified under any other insurance or in any other way.

Specification to Employers' Liability Section



Provided that where the Company agrees to indemnify more than one party then nothing in this section shall increase the liability of the Company to pay any amount in respect of one claim or series of claims arising out of any one cause in excess of the amount stated as the Limit of Indemnity.

Medical Treatment

This section extends to indemnify the Insured and any medical doctor employed by the Insured in respect of liability for damages and Costs and Expenses to any person under a contract of service or apprenticeship with the Insured resulting from treatment given in connection with any Bodily Injury sustained by such person during the Period of Insurance.

Health and Safety At Work, Etc. Act 1974

The Company will indemnify the Insured and if the Insured requires any Employee in respect of Costs and Expenses incurred in defending a prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974 and other relevant legislation provided that the prosecution

- a) relates to an offence alleged to have been committed during the Period of Insurance and in the course of Business,
- b) relates to matters affecting the health, safety and welfare of Employees.

The Company will also pay

- i) Costs and Expenses of appeal including an appeal against improvement and prohibition notices incurred with its written consent,
- ii) prosecution costs awarded against the Insured.

The indemnity does not apply

- i) to fines imposed or ordered to be paid,
- ii) where there is indemnity by a legal expenses insurance section.

Unsatisfied Court Judgments

If an Employee or his or her personal representatives sustains Bodily Injury caused during the Period of Insurance, arising out of and in the course of employment by the Insured, for which a third party is legally liable and the Employee

- a) is unable to enforce a judgment for damages against the third party either in part or in whole within six months of the date of the judgment the Company will if the Insured so requires indemnify the Employee up to the amount of the adjudged damages and any awarded costs to the extent they remain unsatisfied provided that
 - i) this extension shall only apply to judgments made in a Court of Law outside North America,
 - ii) there is no appeal outstanding,
 - iii) the Employee in return for the payment assigns his judgment to the Company,
- b) is unable to institute or serve proceedings for damages against the third party within a reasonable period of time or at all the Company will if the Insured so requires pay to the Employee an amount equivalent to the sum which would reasonably be expected to be recovered in proceedings for damages in a Court of Law outside North America provided that the Employee
 - i) assigns to the Company his chose in action,
 - ii) provides all reasonable assistance that the Company may require should it become possible to pursue the action.

The Company will reimburse all costs reasonably incurred by the Employee in compliance with this requirement.

Any dispute arising out of this extension shall be resolved by reference to an independent arbitrator acceptable to both the Employee and the Company who shall be a practising member of the Bar experienced in personal injury claims and whose decision will be final.

Specification to Employers' Liability Section



Compensation For Court Attendance

In the event of any director, partner or Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the undernoted rates

- a) any director or partner of the Insured £500
- b) any other Employee £250 per day for each day on which attendance is required.

Data Protection Act 1998

The Company will indemnify the Insured and if the Insured so requires any Employee in respect of their liability under the Data Protection Act 1998 to pay

- a) compensation in respect of damage or distress under section 13 of Part II of the Act including defence Costs and Expenses,
- b) defence costs in relation to a prosecution brought under section 21 of Part III of the Act, in relation to a claim made by an Employee, provided that
 - i) the Insured has registered in accordance with the terms of the Act,
 - ii) a claim is first made against the Insured during the Period of Insurance,
 - iii) this extension shall not apply in respect of
 - I) the payment of fines or penalties
 - II) the cost of replacing, reinstating, rectifying or erasing any personal data,
 - III) liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this section the effect of which will knowingly result in liability under the Act,
 - IV) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this section,
 - V) liability for which indemnity is provided under any other insurance,
 - iv) in respect of each and every claim under this extension the Company shall not be liable for ten per cent of the cost of the claim or the first £500 whichever is the greater.

The cover and exceptions will apply to compensation and legal costs and expenses recoverable under similar clauses in the Data Protection Act 1984.

Conflict Of Interest

In the event of a conflict of interest between the Insured and any Employee indemnified by this section separate representation will be arranged for each party.

Waiver of Subrogation against Subsidiaries

In the event of any Employee sustaining Bodily Injury arising out of and in the course of employment with the Insured due to the negligence of a subsidiary of the Insured and at the request of the Insured, the Company agrees to waive rights of subrogation against the subsidiary company.

Exclusions

Employees Working outside the United Kingdom

This section excludes liability directly or indirectly arising from or caused by employment undertaken outside the United Kingdom provided that this exclusion shall not apply

- a) where the Employee is resident within the United Kingdom and intends to return to his country of residence following completion of the temporary overseas employment, and
- b) where any single overseas work assignment is not intended or planned to exceed six months duration

Specification to Employers' Liability Section



provided always that the Company will not indemnify the Insured or any other party in respect of liability for payment under any Workman's Compensation scheme or similar social workplace compensation legislation.

Offshore Activities

This section excludes liability in respect of Bodily Injury sustained Offshore

Radioactive Contamination

This section excludes liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, in circumstances where the Insured have agreed to pay damages and costs for the Bodily Injury
 - i) on behalf of a principal for whom the Insured are working
 - ii) otherwise solely under any contract or agreement.

Road Traffic Legislation

This section excludes liability for Bodily Injury sustained by an Employee when the Employee is

- a) being carried in or upon a vehicle or
- b) entering or getting into or alighting from a vehicle

In circumstances where insurance or security is required to be effected by the Insured to comply with the Road Traffic Acts as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such Regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against Civil Liability in respect of the use of motor vehicles.

Contracts (Rights of Third Parties) Act 1999

This section does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the Insured and

- a) both the Insured and the Company may amend or lapse this section without giving notice to, or requiring the consent of, any other third party
- b) the Company may cancel this section without giving notice to, or requiring the consent of, any other third party.

War and Terrorism

The section excludes liability for all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of, contributed to by, caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto, martial law;
- b) riots, strikes or civil commotion; or
- c) any act of terrorism.

Specification to Employers' Liability Section



For the purposes of this Exclusion, an act of terrorism means an activity that

- i) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
- ii) appears to be intended to
 - I) intimidate or coerce a civilian population, or
 - II) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
 - III) overthrow, influence, or affect the conduct or section of any government de jure or de facto by intimidation or coercion, or
 - IV) affect the conduct or section of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

This Exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed to by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to a), b) and/or c) above.

If the Company allege that by reason of this Exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses are not covered by this section the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Further, this Exclusion shall not apply to the first £5,000,000 of

- a) any one claim against the Insured or series of claims against the Insured, and
- b) any claim or series of claims made by the Insured under this section arising out of one cause.

Special Condition

Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by this section is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man and the Channel Islands.

But the Insured shall repay to the Company all sums paid by the Company, which the Company would not have been liable to pay, but for the provisions of such law.

Specification to Public (including Products) Liability Section



Public (including Products) Liability Insurance

Definitions

The following expressions shall have the specified meanings given to them wherever they may appear in this section.

Bodily Injury

Death, disease, illness, physical and mental injury, mental anguish, shock, false arrest, false imprisonment, invasion of right of privacy, wrongful detention, false eviction and malicious prosecution.

Business

The activities of the Insured as stated in the Schedule and including

- a) provision and management of canteens, sports, social and welfare and medical organisations for the benefit of the Insureds' employees and/or their pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to the operations of the Insured,
- b) provision of security services for the benefit of the Insured,
- c) provision of nursery, creche or child care facilities where incidental to the business,
- d) property owners, lessors and lessees including repair refurbishment and maintenance of such property,
- e) organisation of and participation in exhibitions, trade fairs, conferences and the like,
- f) private work undertaken by any Employee for any fellow Employee, director or partner or executive of the Insured,
- g) employment of subcontractors for performance of work on behalf of the Insured,
- h) the organisation of charitable events or similar fund raising activities,
- i) sponsorship of events, organisations, entities and individuals,
- j) repair, maintenance and servicing of own mechanically propelled vehicles,
- k) sale or disposal of own property and goods, including owned mechanically propelled vehicles,
- l) provision of gifts and promotional material incidental to the business

Costs and expenses

- a) recoverable by any claimant from the Insured and at the Insured's request any director, partner or Employee,
- b) incurred by the Company or by the Insured with the written consent of the Company,
- c) incurred at the request of the Insured, with the prior approval of the Company and in connection with the defence of any criminal proceedings brought or an appeal against conviction, including representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry arising from such proceedings and the costs of prosecution awarded against the Insured or any Employee of the Insured in relation to health and safety at work legislation or in respect of a charge of manslaughter or corporate killing, in connection with any occurrence which is or may be the subject of indemnity under this section whether or not Bodily Injury has occurred.

Damage

Loss, destruction, damage, nuisance, trespass and impairment or diminution of or other interference with any right of light or air or way or water easement.

Employee

Any person whilst

- a) engaged under a contract of service or apprenticeship with the Insured,
- b) acting in the capacity of non executive director of the Insured,
- c) supplied to, hired or borrowed by the Insured including where on secondment from another company that is not an Insured under this section in the course of Business, including at the request of the Insured but only in circumstances where such persons are not legally defined as being under a contract of service or apprenticeship any other person required by the Insured to be defined as an Employee, which may include but is not limited to

Specification to Public (including Products) Liability Section

- i) labour masters or persons supplied by them,
- ii) labour only subcontractors,
- iii) self-employed persons,
- iv) drivers or operators of hired-in plant,
- v) persons engaged under work experience, training, study, exchange or similar schemes,
- vi) any officer, member or voluntary helper of the organisations or services stated in the Business Definition,
- vii) voluntary workers, helpers and instructors,
- viii) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation,
- ix) employee(s) elected on any industry users committee,
- x) outworkers or homeworkers employed under contracts to personally execute any work in connection with Business whilst they are engaged in that work,
- xi) any other person defined under Sections 32.-(1), 35.-(2) and 54.-(3)(b) of the National Minimum Wage Act 1998,
- xii) prospective employees who are being assessed by the Insured as to their suitability for employment,
- xiii) any person a Court of Law in the United Kingdom deems to be an Employee.

Insured

The Insured named in the policy Schedule including the legal or personal representatives of the Insured in respect of legal liability incurred by the Insured.

Liability

Legal liability to pay damages including interest thereon in respect of or in consequence of

- a) accidental Bodily Injury to any person other than an Employee,
- b) accidental Damage to property other than property belonging to or in the custody, possession or control of the Insured, occurring during the Period of Insurance, and in addition Costs and Expenses in connection with any occurrence which is or may be the subject of indemnity under this section.

Limit of Indemnity

The amount stated in the Schedule is the maximum amount payable for damages, including interest thereon but excluding Costs and Expenses, in respect of any one occurrence (irrespective of the number of claims occasioned thereby) and shall be unlimited in amount during any one Period of Insurance except that in respect of

- a) claims arising from Products (whether or not involving pollution or contamination)
- b) other claims arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination the amount stated in the Schedule shall be the maximum amount payable for such damages, including interest thereon in the aggregate during any one Period of Insurance.

Other than Costs and Expenses that will be paid in addition to the Limit of Indemnity the indemnity provided by the Standard Clauses or any other amendment to this section shall not operate so as to increase the maximum amount payable in respect of claims arising out of one occurrence or the aggregate limit.

Where more than one party makes a claim in respect the same occurrence the Company will not pay more than the Limit of Indemnity in respect of that occurrence.

North America

The United States of America or Canada or any territory within their jurisdiction.

Offshore

Specification to Public (including Products) Liability Section



a) Work in or on any offshore rig or platform or support or accommodation vessel for any offshore rig or platform

and/or

b) In transit to and from or between any offshore rig or platform or support or accommodation vessel for any offshore rig or platform from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance onto land upon return from an offshore rig or platform.

Products

Goods or articles including containers, packaging and its labelling sold, supplied, installed, altered, erected, repaired, treated, stored, serviced or transported by the Insured in the course of the Business including any advice, instruction or design relating to such goods.

Territorial Limits

Worldwide.

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Indemnity Clause

The Company subject to the terms of this policy will indemnify the Insured up to the Limit of Indemnity against Liability incurred by them during the Period of Insurance arising out of and in the course of Business within the Territorial Limits.

Standard Clauses

The indemnity provided by this section includes liability under the following clauses provided that where a party other than the Insured is indemnified such party shall as though he were the Insured, observe, fulfil and be subject to the terms in so far as they can apply.

Contractual Liability

The Liability of the Insured assumed by them under any contract or agreement entered into by them in the course of Business provided that the Company shall not be liable for

- a) liquidated damages, fines or penalties,
- b) Damage to the contract works,
- c) Damage to materials, plant or equipment used in performance of the contract by the Insured, their principals or subcontractors.

To the extent that may be required by such contract or agreement the Company will waive rights of subrogation against any party specified in the contract or agreement.

Indemnity to Principal

Where any contract or agreement entered into by the Insured with any other party (hereinafter referred to as the "principal") so requires this section will indemnify the principal against any claims made against them for which the Insured are legally liable and which fall within the terms and Conditions of this section provided that the Insured shall have arranged with the principal for the conduct and control of all claims to be vested in the Company.

Specification to Public (including Products) Liability Section

Leased Premises

The Insured's Liability for Damage to premises including landlord's contents, fixtures and fittings not owned by the Insured but leased or rented by them in the course of Business, excluding

- a) liability for which indemnity to the Insured is provided under any other insurance or in any other way,
- b) the first £100 (or such larger sum that has been agreed overall) of any amount otherwise payable hereunder in respect of each claim other than as the result of fire or explosion,
- c) liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.

Motor Vehicles

Notwithstanding Exclusion 1 (a) (iii) this section includes the Insured's Liability arising from or caused by the use, in the course of Business, of any

- a) mobile crane or excavator or other item of mobile plant as a tool of trade excluding liability for which insurance is necessary to comply with the Road Traffic Acts,
- b) motor vehicle not belonging to or provided by the Insured provided that
 - i) in so far as concerns use of such a vehicle by the Insured this extension shall not apply in respect of use other than for the sole purpose of removing an obstruction or interference with the performance of Business caused by the vehicle,
 - II) liability for which insurance is necessary to comply with the Road Traffic Acts,
 - ii) in so far as concerns use of such a vehicle other than by the Insured this extension shall not apply to Damage to the vehicle.

Watercraft

Notwithstanding Exclusion 1 (a) (i) this section includes the Insured's Liability arising from or caused by the use, in the course of Business, of

- a) motor barges not exceeding seventy five ton capacity on inland waterways,
- b) motor launches not exceeding ten metres in length on inland waterways,
- c) any watercraft not belonging to or chartered by the Insured but used by them for business entertainment provided that
 - i) such watercraft is primarily owned and operated as a river cruise vessel,
 - ii) such watercraft is insured by the owner or charterer under a marine insurance section,
 - iii) the Company shall not indemnify the Insured in respect of liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.

Personal Effects

The Insured's Liability for Damage to directors', Employees' or visitors' personal effects including vehicles and their contents but excluding liability for which indemnity is provided under any other insurance or in any other way.

Indemnity to Other Parties

The Company will if the Insured so requires also indemnify as if they were the Insured

- a) any director, partner, Employee or a former Employee of the Insured
- b) any officers, members' committee and / or Employee paid and voluntary helpers of the Insured's
- i) canteen and welfare organisations

Specification to Public (including Products) Liability Section

- ii) nursery, crèche or child care facilities, sports and social organisations in their respective capacities as such,
- c) any officers and members of the Insured's
 - i) security, rescue, first aid, fire and ambulance services
 - ii) medical organisation other than any doctor, surgeon or dentist while working in a professional capacity in their respective capacities as such,
 - d) any director or partner or executive of the Insured in respect of private work undertaken by any Employee for a director, partner or executive of the Insured,
 - e) any principal or any other party to the extent required by contract,
 - f) any officers or trustees of the Insured's pension scheme(s),
 - g) any other party not described in (a) – (f) above for whom the Insured wish to accept responsibility to insure or to provide an indemnity but the Company will not provide an indemnity
 - i) unless the Company has the sole conduct and control of any claim,
 - ii) where the other person is indemnified under any other insurance or in any other way.

Provided that where the Company agrees to indemnify more than one party then nothing in this section shall increase the liability of the Company to pay any amount in respect of one claim or series of claims arising out of any one occurrence in excess of amount the stated as the Limit of Indemnity.

Data Protection Act 1998

The Company will indemnify the Insured and if the Insured so requires any Employee in respect of their liability under the Data Protection Act 1998 to pay

- a) compensation in respect of damage or distress under section 13 of Part II of the Act including defence costs and expenses,
- b) defence costs in relation to a prosecution brought under section 21 of Part III of the Act, in relation to a claim made by any person except an Employee, provided that
 - i) the Insured has registered in accordance with the terms of the Act,
 - ii) a claim is first made against the Insured during the Period of Insurance,
 - iii) this extension shall not apply in respect of
 - I) the payment of fines or penalties
 - II) the cost of replacing, reinstating, rectifying or erasing any personal data,
 - III) liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this section the effect of which will knowingly result in liability under the Act, claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this section, any amount including Costs and Expenses exceeding the Limit of Indemnity, liability for which indemnity is provided under any other insurance,
 - iv) in respect of each and every claim under this extension the Company shall not be liable for ten per cent of the cost of the claim or the first £500 whichever is the greater.

The cover and exceptions will apply to compensation and legal costs and expenses recoverable under similar clauses in the Data Protection Act 1984.

Employees' Liability Overseas

The Insured's Liability and if the Insured so requires such Liability of any Employee, their spouse and their children whilst abroad on Business but excluding liability for which indemnity is provided under any other insurance or in any other way.

Cross Liabilities

Specification to Public (including Products) Liability Section



Where the Insured includes more than one party this section shall operate as though a separate section had been issued to each party provided that the total liability of the Company shall not exceed the Limit of Indemnity.

For the purposes of this clause members of the Insured's sports and social clubs and other organisations engaged in activities described in paragraph (a) of the Business definition shall each be considered separate parties.

Health and Safety at Work, Etc. Act 1974

The Company will indemnify the Insured and if the Insured so requires any Employee in respect of Costs and Expenses incurred in defending a prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974 and other relevant legislation provided that the prosecution

- a) relates to an offence alleged to have been committed during the Period of Insurance and in the course of Business,
- b) relates to matters affecting the health, safety and welfare of persons other than Employees.

The Company will also pay

- i) Costs and Expenses of an appeal against improvement and prohibition notices incurred with its written consent,
- ii) prosecution costs awarded against the Insured.

The indemnity does not apply

- i) to fines imposed or ordered to be paid,
- ii) where there is indemnity by a legal expenses insurance section.

Consumer Protection Act 1987 & Food Safety Act 1990

The Company will indemnify the Insured and if the Insured so requires any Employee in respect of legal costs and expenses incurred in defending a criminal prosecution brought under Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 provided that the prosecution relates to an offence alleged to have been committed during the Period of Insurance and in the course of Business.

The Company will also pay Costs and Expenses including an appeal against a suspension notice incurred with its written consent but this indemnity does not apply

- a) to fines or penalties of any kind
- b) where there is indemnity by any other insurance
- c) to a prosecution consequent upon a deliberate act by or omission of any party entitled to indemnity by this section the effect of which will knowingly result in a breach of Part II of the Acts.

Work Upon Third Party Property

The words "or in the custody possession or control of" in paragraph (b) of the Liability definition shall not apply in respect of premises and their contents temporarily in the Insured's custody possession or control for the purpose of undertaking work. This clause shall not apply in respect of

- a) premises and their contents belonging to the Insured or occupied by them as tenants,
- b) liability arising from or caused by Damage to that part of the premises or contents upon which the Insured are or have been working resulting directly from the work process.

Defective Premises Act 1972

Liability incurred by virtue of section 3 of the Defective Premises Act 1972 and other relevant legislation.

Conflict of Interest

Specification to Public (including Products) Liability Section



In the event of a conflict of interest between the Insured and any Employee indemnified by this section separate representation will be arranged for each party.

Compensation for Court Attendance

In the event of any director, partner or Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the undernoted rates

- | | | |
|----|--|--|
| a) | any director or partner of the Insured | £500 |
| b) | any other Employee | £250 per day for each day on which attendance is required. |

Sudden and Accidental Pollution

The Insured's Liability in respect of

- pollution or contamination of buildings or other structures or water or land or the atmosphere and
- Damage or injury directly or indirectly caused by such pollution or contamination, caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All such pollution or contamination which arises out of one incident shall be deemed to be one occurrence and to have occurred at the time such incident takes place.

18. Breach of Professional Duty

The Company will indemnify the Insured in respect of liability arising for damages and claimants costs and expenses arising from any claim or claims made against the insured during the currency of the policy for breach of duty by reason of any negligent act, error or omission committed or alleged to have been committed in the conduct of the business by the insured, or any partner, director or employee of the insured, provided that

- The Insured is acting in their professional capacity as valuers of jewellery, watches, gold, silver and similar articles being so qualified and recognised by the Registered Valuers' Scheme regulated and administered by the National Association of Goldsmiths.
- Any act or event giving rise to a claim under this insurance shall have occurred during the period of insurance.
- The liability of The Company for all claims under this insurance shall not exceed £50,000 excluding the first £250 in respect of each and every claim.

Exclusions

Motor Vehicles, Watercraft and Aircraft

This section excludes liability arising from or caused by the ownership or possession or use by or on behalf of the Insured of any mechanically propelled

- waterborne vessel or hovercraft or any aircraft or airborne device,
- vehicle outside the United Kingdom,
- vehicle in circumstances where a Certificate of Insurance is required in accordance with the Road Traffic Acts currently in force in the United Kingdom, liability for which indemnity is provided under any other insurance in respect of any vehicle, vessel, hovercraft, aircraft or airborne device.

Specification to Public (including Products) Liability Section

Products and Workmanship

This section excludes

- a) liability for Damage to,
- b) costs incurred in or in consequence of recalling, replacing or making good,

Products or workmanship performed by or on behalf of the Insured but this exclusion shall not apply to the Insured's Liability for Damage to such property arising from or caused by other Products or workmanship, which are the subject of a separate contract.

Advice, Instruction Or Design

This section excludes liability arising from any advice, instruction or design given

- a) for a fee by or on behalf of the Insured unless relating to any Products for which indemnity is provided by this section,
- b) without a fee and for which indemnity is provided by other insurance.

War and Terrorism

This section excludes liability for all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of, contributed to by, caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto, martial law;
- b) riots, strikes or civil commotion; or
- c) any act of terrorism.

For the purposes of this Exclusion, an act of terrorism means an activity that

- i) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
- ii) appears to be intended to
 - I) intimidate or coerce a civilian population, or
 - II) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
 - III) overthrow, influence, or affect the conduct or section of any government de jure or de facto by intimidation or coercion, or
 - IV) affect the conduct or section of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

This Exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed to by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to a), b) and/or c) above.

If the Company allege that by reason of this Exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses are not covered by this section the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Nuclear Risks

Specification to Public (including Products) Liability Section

This section excludes liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

North American Risks

This section excludes:

liability for claims against any party brought in or under or in consequence of any Judgment or Order in or under the Law of North America.

Data Protection Act 1998

This section excludes liability incurred under the Data Protection Act 1998 or similar legislation outside the Economic Union countries.

Use Or Application Of Heat – Fire Precautions

This section excludes liability arising from or caused by the use or application of heat away from the Insured's premises unless the Insured

- a) when using oxyacetylene, electric arc or similar welding and cutting equipment takes all reasonable precautions to prevent Damage. Where the use of such equipment is subcontracted the Insured shall require the subcontractor to also take all reasonable precautions.

The term “reasonable precautions” in relation to the use of such equipment shall include but not be limited to the following

- i) Before Starting Work
 - I) a person shall be made responsible for fire safety and for ensuring that reasonable precautions are taken,
 - II) all persons shall be made aware of the location of the site's fire alarms and fire fighting equipment,
 - III) the responsible person shall examine all property within a radius of six metres from where the heat is being applied and where possible remove all combustible materials or otherwise cover and protect by overlapping sheets or screens of non-combustible material.
- ii) During the Process of Work
 - I) a person shall work alongside the operator of the equipment to look out for an outbreak of fire and there shall be available for immediate use
 - a) at least two buckets of dry sand,
 - b) a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose. If water is not available or unsuitable then two fully charged fire extinguishers must be available,
 - II) the lighting of equipment shall be in accordance with manufacturers instructions and no piece of lighted equipment shall be left unattended,
 - III) gas cylinders not required for immediate use shall be kept at least six metres from where the heat is being applied.
- iii) After Ceasing Work a continuous examination for thirty minutes shall be made of the area within a radius of six metres from where the heat has been applied to ensure that there is no risk of fire.
 - b) when using or applying heat in any other way takes all reasonable precautions to prevent Damage.

Specification to Public (including Products) Liability Section



Pollution Or Contamination

This section excludes liability in respect of:

- a) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) Damage or injury directly or indirectly caused by such pollution or contamination other than Liability for which an indemnity is provided by Standard Clause 17 Sudden and Accidental Pollution.

Employees Working outside the United Kingdom

This section excludes liability directly or indirectly arising from or caused by employment undertaken outside the United Kingdom provided that this exclusion shall not apply

- a) where the Employee is resident within the United Kingdom and intends to return to his country of residence following completion of the temporary overseas employment, and
- b) where any single overseas work assignment is not intended or planned to exceed six months duration provided always that the Company will not indemnify the Insured or any other party in respect of liability for payment under any Workman's Compensation scheme or similar social workplace compensation legislation.

Operations Domiciled outside the United Kingdom

This section excludes liability arising from, caused by or in connection with the Insured's

- a) subsidiary companies
- b) branch offices
- c) representatives with power of attorney domiciled outside of the United Kingdom.

Contracts (Rights of Third Parties) Act 1999

This section does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the Insured and

- a) both the Insured and the Company may amend or lapse this section without giving notice to, or requiring the consent of, any other third party
- b) the Company may cancel this section without giving notice to, or requiring the consent of, any other third party

Hazardous materials

This section excludes liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to

- a) the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or polychlorinated byphenols or materials or products containing asbestos or polychlorinated byphenols whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss
- b) magnetic, electric or electromagnetic fields or radiation.
- c) the production or manufacture of tobacco products

Date Related Coverage

This section excludes liability of whatsoever nature directly or indirectly caused by, or contributed to, by, or arising from, the failure, whether occurring before during or after the year 2000, of any equipment, whether or not the Insured's property, including but not limited to computer hardware and/or computer software and/or systems incorporating microchips and/or systems for processing, storing or retrieving data to

Specification to Public (including Products) Liability Section



- a) correctly recognise any date as its true calendar date or
- b) correctly recognise, capture, save, retain, restore, copy, manipulate, interpret, calculate and/or process any data, information, command and or instruction as a result of
 - i) treating any date otherwise than its true calendar date or
 - ii) the operation of any command which has been programmed into any computer software or systems incorporating microchips or similar and which before, on or after any date causes
 - I) the loss of data or information and/or
 - II) the inability to correctly recognise, capture, save, retain, restore, copy, manipulate interpret, calculate and/or process any data, information, command and/or instruction before, on or after any date.

E-Commerce

This section excludes liability

- a) arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form
- b) arising from malicious acts of any person carried out by electronic means
- c) for defamation or harassment carried out by electronic means but this exclusion shall not apply in respect of liability for any ensuing accidental Bodily Injury (save for mental injury or mental disease) or accidental Damage which is not otherwise excluded.

Excess

This section excludes liability for the first £250 (or currency equivalent) of any claim made in respect of Third Party Property Damage.

Blood and Blood Products

This section excludes liability arising from the operation of or provision of Blood Donation facilities, Business of Blood Banks manufacture, distribution or supply of Human Blood Products that directly or indirectly or as a consequence of, cause BSE/TSE, or Hepatitis Non A or Non B, or any condition directly or indirectly caused by, or associated with, the Human Immunodeficiency Syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named

Provided that this Exclusion shall not apply to retail supply or distribution of Human Blood Products by retail pharmacy firms, hospitals including convalescent homes, doctors, universities or colleges.

Special Conditions

Accidents

The Insured shall give notice in writing to the Company

- a) immediately on or not later than 24 hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings
- b) within fourteen (14) days after the occurrence of any other accident or Bodily Injury with full particulars thereof which may be the subject of indemnity under this section and the Insured shall give all such information and assistance as the Company may require.

Claims Procedure

The Insured shall not incur any expenses or make any admission of liability in respect of any occurrence for which the Company may be liable under this section without the written authority of the Company. The Company shall be entitled to use the name of the Insured in any legal proceedings in respect of any claim. The Insured shall give all assistance and forward all documents to enable the Company to investigate, settle or resist any claim as the Company may think fit.

The Company shall be under no obligation to undertake the conduct of any proceedings in connection with such claims and shall be at liberty in all cases to leave the conduct of such proceedings wholly to the Insured upon such conditions as regards the payment of costs and with such liberty to bind the Company by compromise as the Company may in its absolute discretion determine.

Combined Liability Policy

COMPLAINTS PROCEDURE

QBE Insurance (Europe) Limited strives to provide an excellent service to all its customers but occasionally things can go wrong. QBE take all complaints seriously and endeavours to resolve all customers' problems promptly.

To ensure its service meets customers' expectations all comments received are recorded and analysed to facilitate continuous improvement to its service.

What you should do?

The steps you should take if you are not satisfied:

If you have a question or complaint about this insurance or the conduct of your intermediary please contact your intermediary in the first instance.

If you wish to contact QBE directly then please contact us at our Head Office as follows:

Managing Director
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

Please quote your policy number or claim number as appropriate in any correspondence.

If you are still not satisfied please write to the Chief Executive Officer of QBE Insurance (Europe) Limited at the above address.

If, after making a complaint, you feel that the matter has not been resolved to your satisfaction then if you are an eligible complainant you may contact:

The Financial Ombudsman Service
South Quay Plaza 2
183 Marsh Wall
Docklands
London E14 9SR

are not an eligible complainant then the informal complaint process ceases.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect your rights under this policy.

What QBE will do if you complain

Following a full investigation a nominated representative will attempt to resolve your complaint and reply, with a decision, within 5 working days after receipt of your complaint.

In cases requiring a more detailed investigation it may not be possible to reach a decision within this timeframe. If this is the case QBE will contact you and provide an estimated date for a decision. In any event this will not be longer than 20 working days from the date of your complaint.

If you remain dissatisfied with the outcome and you write to QBE's Chief Executive Officer, you will at this stage receive a final response letter from QBE.

If you are still unhappy with the decision you may have a right to refer the complaint to the FOS.

About the Financial Ombudsman Service (FOS)

Eligible complainants are a

- private policyholder, or
- commercial policyholder or charity with a turnover under £1m, or
- trust with assets under £1m

The FOS will only consider a complaint if you are an eligible complainant and if:

- QBE have been given an opportunity to resolve it and
- QBE have sent you a final response letter and you have referred your complaint to the FOS within 6 months of the QBE final response letter or
- QBE have not responded to your complaint with a decision within 40 days.

Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if QBE is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN or from their website (www.fcsc.org.uk).