



QBE European Operations Excess Liability Insurance (B) Schedule

Policy Number(s) TUQ/2022/7422 **Policy Wording Reference:** PLRX010121
Issue no: 001
Period of Insurance: From: 00:00 14/11/2022 To: 23:59 13/11/2023
GMT and for such further period or periods as may be mutually agreed upon.
Effective from: 14/11/2022
Reason for Issue: New Business

Contract Parties:

Insurer: QBE UK Limited
Registered in England No. 1761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842)

Registered Address: 30 Fenchurch Street, London, EC3M 3BD Tel: +44 (0)20 7105 4000 Fax: +44 (0)20 7105 4019.

Insured: London Roofing Specialist Ltd

Insurance Intermediary: Gill Noble & Company Ltd

Subsidiary Companies: None

Address: 96 Kensington High Street, London , W8 4SG

Business: Roofing Contractors & General Maintenance

Excess Liability Insurance	Insured	Limit of Indemnity by this insurance		
		GBP	3,000,000	any one occurrence but in the aggregate for liability arising from both products & pollution
		GBP	3,000,000	
Underlying Insurances	Insurer	Limit of Indemnity		
Primary Insurance Policy	AXA XL	GBP	2,000,000	As stated in the primary policy but in the aggregate for liability arising from both products & pollution
Policy Number	TUX/2022/1332			

Payment Details:

Annual Policy Premium (Minimum & Deposit):	GBP	1,083.33
Fee:	GBP	100.00
IPT/Tax:	GBP	130.00
Total Payable:	GBP	1,313.34
Premium payable by this transaction (Minimum & Deposit):	GBP	1,083.33
IPT/Tax:	GBP	130.00
Fee:	GBP	100.00
Total Payable:	GBP	1,313.34

Claim Notification: QBE UK Limited, 30 Fenchurch Street, London EC3M 3BD
Tel: +44 (0) 207 105 4000 Fax: +44 (0) 207 105 4019

Contact Details:

Issue Office: Thames Underwriting Limited

Address: Monometer House, Rectory Grove, Leigh-on-Sea, Essex SS9 2HN
Tel: +44 (0) 1702 713636

Account: Y036835QBE0122A

Signed by and on behalf of **Thames Underwriting Limited**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the top.

Issue date: 11/11/2022



QBE European Operations Endorsement Schedule

Policy Number: TUQ/2022/7422

Period of Insurance: From: 00:00 14/11/2022 To: 23:59 13/11/2023

Both days inclusive GMT and for such further period or periods as may be mutually agreed upon.

This schedule sets out additional clauses that form part of the **policy**. The under noted clauses amend the insured section and / or clause stated and each is otherwise subject to the terms and conditions of this policy. Each endorsement will override any conflicting term in the **policy** and each is subject otherwise to the **policy** exclusions, general exclusion, terms, conditions and definitions.

Where only a reference code is shown please refer to your **policy** booklet for the full terms of the endorsement.

Operative Endorsements

LRXHW4010110-ZC Condition - Heat work away from the premises

LRXRPT010709-AE - Exclusion - Rip & Tear

ZZASAN010113 - Sanction limitation and exclusion clause (QBE Syntax)

6.3 LRXA03 – Inefficacy clause products

Exclusions: Design and specification irrespective of a fee being charged

ZZGDPL010518 - Exclusion - Data Protections Liabilities

Exclusion: Cyber Risks

COMMUNICABLE DISEASE ENDORSEMENT (Casualty – Health Hazard)

Excess Liability Insurance |

Endorsements

ZZASAN010113 - Exclusion - Sanction limitation and exclusion clause (QBE Syntax)

Notwithstanding anything herein to the contrary the **insurer** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **insurer** or any member of the **insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

ZZGDPL010518 - Exclusion - Data Protections Liabilities

This **policy** excludes and does not cover any liability, loss, damage, cost or expense of any kind arising directly or indirectly under, or related to, the provisions of the Data Protection Act 1998 ('DPA'), any subsequent amending legislation or the General Data Protection Regulation ('GDPR').

LRXHW4010110-ZC Condition - Heat work away from the premises

Clause 9 - Policy endorsements

a) It is a condition precedent to the insurer's liability under this insurance that the insured, or persons acting on behalf of the insured, will ensure that when using a naked flame or other heat source including but not limited to:

- oxyacetylene; or
 - electric arc or similar welding, cutting, grinding or other spark emitting equipment;
- or
- blow lamps; or
 - otherwise applying heat

away from the **insured's** premises, the **insured**, its **employees** and its contractors shall take all reasonable precautions to prevent damage.

b) The term 'reasonable precautions' 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 (6) 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 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 or provision of such a hose is not practical then two (2) fully charged fire extinguishers must be available and if used during the process, the heat work must cease until two (2) fully charged fire extinguishers are made available,
- ii) the lighting of equipment shall be in accordance with manufacturer's 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 (6) metres from where the heat is being applied.

III. After Ceasing Work

- i) a continuous examination for one (1) hour shall be made of the area within a radius of six (6) metres from where the heat has been applied to ensure that there is no risk of fire.

c) Furthermore where the insured or persons acting on behalf of the insured burns debris away from their premises it is a condition precedent to the insurer's liability under this insurance that the following precautions must be taken on each occasion:

- I. fires to be in a cleared area and at a distance of at least ten (10) metres from any property;
- II. fire not to be left unattended at any time;
- III. a suitable fire extinguisher to be kept available for immediate use;
- IV. fires to be extinguished at least one (1) hour prior to leaving site at the end of each working day

LRXPIT010208-AE Exclusion - Design and specification irrespective of a fee being charged

The following clause is inserted under clause 2.4 to this **policy**:

2.4 Design and specification irrespective of a fee being charged

liabilities arising from or contributed to by designs, plans, specifications, formulae, surveys, directions or advice prepared or given by the **insured**, irrespective of whether a fee is charged, other than in connection with the insured's products.

Exclusion: Cyber Risks

The following clause and definitions are added to and incorporated into the policy and shall replace and supersede any existing and comparable provision:

- 1 The **policy** shall exclude:
- 1.1.1. any actual or alleged loss, damage, liability, **bodily injury, personal injury**, compensation, medical payment, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly arising out of, caused by, contributed to, resulting from, or in connection with any of the following:
- a) an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such acts, involving access to, processing of, use of or operation of any **computer system**;
 - b) any failure to act, error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any **computer system**;
 - c) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**; or
 - d) any breach of duty (including statutory or regulatory duty), or breach of trust or any series of related breaches of duty (including statutory or regulatory duty) or breaches of trust involving or affecting the use or operation of, or access to, any **computer system**.
- 1.1.2. any actual or alleged loss, **damage**, liability, **bodily injury**, compensation, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**; regardless of any other cause of event contributing concurrently.
- 1.1.3. This exclusion shall not apply to:
- a) liability for any **bodily injury** or **damage** arising out of **terrorism**, to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;
 - b) any liability arising out of any 'Data Protection' extension(s) to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;
 - c) the Employers' Liability **section** of the **policy** in respect of liability for any **bodily injury** sustained by an **employee** arising out of their employment and caused during the **period of insurance**; or
 - d) the General Liability section of the policy in respect of liability for any ensuing accidental **bodily injury** or accidental **damage** which is not otherwise excluded.

Definitions

To the extent that a defined term is used which is neither defined in the underlying policy or below, such word shall be construed in accordance with its ordinary meaning. For the purposes of this Exclusion:

Computer System means any computer, hardware, software, programs, telecommunications system, email system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

Damage means loss of, destruction of or physical damage to tangible property.

Electronic Data means facts, concepts, code, and any other information converted to a form usable for communication, display, distribution, interpretation or processing by a **computer system** or any electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

COMMUNICABLE DISEASE ENDORSEMENT (Casualty – Health Hazard)

1. Regardless of any provision to the contrary, the policy excludes any amount for which the insurer would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:
 - 1.1.a Communicable Disease;
 - 1.2. the fear or threat (whether actual or perceived) of a Communicable Disease;
 - 1.3. the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a Communicable Disease; or
 - 1.4. the insured's compliance or non-compliance with any advice, guidance, regulation, order, decree or law issued by a Public Authority in response to a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent where:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or transmission between organisms; and
 - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage;regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.
3. Public Authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote or protect public health.
4. This exclusion shall not apply to any:
 - 4.1 damage to material property where the direct cause of such damage is not excluded in clause 1.1. or 1.2 of this endorsement, irrespective of the actual or alleged presence of a Communicable Disease at or near the premises where such damage occurred, and is not otherwise excluded; or
 - 4.2 injury or death where the direct cause of such injury or death is not excluded in clause 1.1 or 1.2 of this endorsement and is not otherwise excluded.

Clause: CD072020

LRXA03 – Inefficacy clause products

This policy excludes and does not cover any liability arising out of the failure of the insured's products, as more specifically defined in the primary policy, to correctly fulfil their intended use or function or to meet the level of performance, quality, fitness or durability warranted or represented

LRXRPT010709-AE - Exclusion - Rip & Tear

Clause 2.4 – Excess liability limitations and exclusions

The following clause is incorporated in and forms part of clause 2.4 to this **policy**.

This **insured section** excludes and does not cover the costs relating to or in connection with:

- a) the digging out, breaking out, removing or replacing any cement, concrete, paint, coating or geosynthetic product supplied by the insured;
- b) rebuilding costs including any loss or expense consequent upon rebuilding which is due to the failure of cement, concrete, paint, coating or geosynthetic product to fulfil the purpose for which it was supplied.