



QlaimsInsurance



For Businesses

POLICY WORDING

Bringing new **intelligence** to insurance claims

WELCOME TO QLAIMS

Thank you for purchasing this Qlaims **Insurance** policy. This policy is arranged by Qlaims Limited acting in its capacity as underwriting agents and administrators for and on behalf of the insurer listed in your Policy Certificate.

This policy provides you with, and covers the cost of, the services of an insurance claims specialist who will act on your behalf, helping you with the preparation and negotiation of your claim with your insurer(s).

We provide cover for claims for a loss due to physical loss of, or damage to, property insured under an underlying commercial insurance policy to which our policy was attached. This underlying policy must cover claims for property damage.

To make sure you get the most from your cover, you should familiarise yourself with this document and the terms, conditions, limitations and exclusions that apply; ensure you're aware of what's covered, and that this policy meets your needs.

Authorisation

The registered office of Qlaims Limited is at Level 30, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB. Qlaims Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 775237).

The insurer listed in your Policy Certificate is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless otherwise stated.

Details can be checked on the Financial Services Register by visiting the Financial Conduct Authority website at www.fca.org.uk or by contacting the FCA on 0800 111 6768.

CONTENTS

Welcome to Qlaims	2
Contents	2
The Meaning of Words in this Policy	3
Making a Claim	3
Policy Wording.....	3
Our Agreement.....	3
What We'll Pay	4
What We Will Not Pay (Exclusions).....	4
Cyber Loss Exclusion Clause	5
Sanctions.....	6
Cancellation.....	6
Fraud and Non-Disclosure	6
How We Use Your Data	6
How to Make a Complaint.....	7
Financial Services Compensation Scheme (FSCS).....	7

THE MEANING OF WORDS IN THIS POLICY

The following words will have these meanings wherever they appear in this policy.

“Claim”	A claim that is notified by You to the insurer(s) providing the Underlying Policy(ies) and in respect of an insured event under the Underlying Policy(ies).
“Claim Threshold”	The minimum loss on the Underlying Policy(ies), stated in the Schedule, required for this Qclaims Insurance policy before the appointment of Your personal claims specialist.
“Property Insured”	The property(ies), including such buildings and contents / stock, as defined and covered by the Underlying Policy(ies).
“Insured / You / Your”	The business or person named in the Policy Certificate.
“Qclaims Insurance / We / Us / Our”	This insurance policy that provides You with, and covers the cost of, the services of an insurance claims specialist who will act on Your behalf in the preparation and negotiation of Your claim with Your insurer(s)
“Period of Insurance”	The period shown in the Policy Certificate.
“Settlement”	The amount paid to You in settlement of a Claim under the Underlying Policy(ies) where We have appointed a claims specialist to act on Your behalf.
“Underlying Policy(ies)”	The commercial property insurance policy(ies) that You purchased this Qclaims Insurance policy to cover.

MAKING A CLAIM

When You need to make a Claim, let Us know as soon as possible. For Us to be able to provide the best service We can, We must be informed as soon as possible after the event that gives rise to Your Claim. We'll require the policy documentation issued to You by Your underlying insurers to evaluate the Claim and provide You with assistance.

You may inform Us directly using the details below, or via Your broker who arranged this Qclaims **Insurance** policy. We'll acknowledge any Claim reported to Us, whether it was reported by You or Your broker. If You do not receive an acknowledgement, please contact Us directly.

To notify Us of a Claim, call Us on 0330 111 0099 or contact Us via email at claims@qlaims.com.

QclaimStream is offered to You as an additional optional service to aid the evidential recording for Your claim. We use this video-streaming software to support the preparation of Your claim. When We use this service on Your claim, We may share the information with Your broker and/or insurer and/or their representatives for the purpose of progressing Your claim.

POLICY WORDING

Our Agreement

This policy provides You cover for the Period of Insurance as shown in the Policy Certificate. It is an agreement between You and Us based on the information You have provided.

You must make a fair presentation of Your risk, meaning the information You give to Us, and Your underlying insurer(s) is complete and accurate, has not been misrepresented in any way, and You have not withheld any material facts which You know or ought to know. This applies when You first buy the policy, at each anniversary,

when You ask Us to make a change during the Period of Insurance, and when You make a Claim. If You fail to make a fair presentation of Your risk, this may impact the validity of Your policy with Us.

We agree to provide the insurance described in the policy in return for the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- You comply with the terms and conditions of this policy.
- There is a valid Underlying Policy in force at the time of the insured event.
- You pay the policy premium when it's due.
- You take reasonable steps to avoid incurring unnecessary costs.
- When making a Claim under this policy, You do not lodge an itemised or quantified Claim under your Underlying Policy(ies) without prior approval from Us.

What We'll Pay

Assistance With Your Claim

In the event of You suffering a covered loss during the Period of Insurance specified in the Policy Certificate, due to an insured event under the Underlying Policy(ies), which can include loss or damage to property transported over land originating and finishing within the UK, Qclaims Insurance will cover the costs of providing the services as set out below:

- In the event of a Claim, We will offer the choice of either a personal or virtual visit (that is, via video-streaming) by a claims specialist as soon as practicable after Your loss to assess the loss or damage and to liaise with Your insurer(s) or their representatives.
- At Our sole discretion, We will appoint a claims specialist from Our panel to Your claim under this policy. This claims specialist will support You:
 - to prepare Your Claim documentation, including any itemised schedules and assessment of effected stock or contents from the information You provide to Us. You should note that the cost of any independent valuations is Your responsibility, if not covered by the Underlying Policy(ies);
 - to handle correspondence. We'll meet with Your insurers as needed to help progress Your Claim;
 - in proactively negotiating interim payments and in organising temporary premises and/or equipment to allow You to continue to trade as required;
 - as needed and line with the course of actions agreed on the Claim, in co-ordinating the appointment of surveyors, builders and other professionals and tradesmen;
 - with presenting Your Claim to Your insurers and in helping You negotiate the best, most practical and timely Settlement of Your Claim to which You are entitled.

Claim Review Service

At Your request, Qclaims Limited also provides You access to one of Our specialist representatives to review Your Claim for loss or damage to Property Insured under an Underlying Policy that has been declined. The loss must be estimated at above Your Claim Threshold. We will arrange for Our representative to review Your Claim and advise You whether We can see any further actions that are available to You.

What We Will Not Pay (Exclusions)

The following are not covered by this policy.

- Claims occurring after reaching the maximum number of claims specified in the Policy Certificate.
- Claims less than the Claim Threshold, or policy excess specified in the Underlying Policy(ies), whichever is the greater.

- Following the Claim Review Service described above, Claims, costs or expenses incurred where the underlying insurer has declined the Claim. Note that provided that We have accepted the Claim, no fees are payable by You if the Claim is subsequently declined by the underlying insurer.
- Any costs or expenses incurred before We have accepted a Claim, and/or any costs and expenses incurred without the prior approval of the claims specialist.
- Claims for personal lines risks, motor, aviation, marine hull, waterborne assets, personal injury or liability irrespective of whether such risks are covered by the Underlying Policy(ies).
- Claims associated with civil proceedings.
- Claims caused by or relating to subsidence, landslip or heave if You knew when this policy started that any part of the Property Insured had already been damaged by subsidence, heave or landslip.
- Losses other than those incurred in the United Kingdom of Great Britain and Northern Ireland.
- Loss or damage caused by any direct or indirect consequence of war, civil war, invasion, terrorism, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Loss or damage caused by biological, chemical, nuclear or radioactive pollution or contamination or explosion.

Note that at Settlement or during the course of the Claim, if You do not accept a reasonable offer by the insurer(s) of your Underlying Policy(ies) to settle Your claim, which the claims specialist has advised You to accept, or disregard or ignore the advice given by the claims specialist in Your claim preparation, We may refuse to pay further costs and expenses, and further services may be terminated.

Cyber Loss Exclusion Clause

Notwithstanding any provision to the contrary within this policy, this policy excludes any Cyber Loss.

Note that the definitions contained in this Clause apply to this Clause only. They shall not apply to the other provisions of this Policy.

- Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - the use or operation of any Computer System or Computer Network;
 - the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - access to, processing, transmission, storage or use of any Data;
 - inability to access, process, transmit, store or use any Data;
 - any threat of or any hoax relating to the above;
 - any error or omission or accident in respect of any Computer System, Computer Network or Data; or
 - any activity of third party(ies) causing disruption or damage to any Computer System or Computer Network.
- For the avoidance of doubt, the definition of Cyber Loss, as contained above, does not exclude accidental material damage cover for any insured loss sustained regarding an insured Computer System or Computer Network (where the damage thereto did not result from Cyber Loss).
- Computer System means any computer, hardware, software, application, process, code, program, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- Computer Network means a group of Computer Systems and other electronic devices, or network facilities connected via a form of communications technology, including the internet, intranet and virtual private network (VPN), allowing the networked computing devices to exchange Data.

- Data means information used, accessed, processed, transmitted or stored by a Computer System.

Sanctions

We shall not provide cover or be liable to pay any Claim or other sums, including return premiums, if You appear on the HM Treasury Sanctions List, OFAC sanctions list, or any other sanctions list or where this would expose Us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where We transact business.

Cancellation

You can cancel the policy within 14 days of receiving this policy, or within 14 days of its start date, whichever is later, by contacting Your broker or by contacting Us, as long as We have not appointed a claims professional to act on Your behalf on a Claim.

After the first 14 days, You can cancel this policy at any time by contacting your broker or by contacting Us. The amount of any return premium will depend on whether there have been any Claims on this policy, and on how long the policy has been in force.

We can terminate this policy by giving You 30 days' notice in writing. If We do this, and We have not appointed a claims professional to act on your behalf, We will refund a percentage of the premium based on the number of days remaining in the Period of Insurance. If We have appointed an independent expert to act on Your behalf, We will not refund your premium. Note that We will only terminate the policy if You have failed to comply with the conditions of this policy, or the Underlying Policy(ies) have/has been terminated, or if there has been a change in risk, which means that We can no longer provide You with this policy.

Fraud and Non-Disclosure

Where any investigations carried out by Us or Our claims specialist indicate actual or attempted fraudulent acts, misrepresentation, or a serious non-disclosure, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out.

If We cancel this policy, You will receive a refund of any premiums You have paid as specified in the Cancellation section except where the reason for cancellation is fraud and/or misrepresentation and in which case We are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012. In addition, We may charge a fee for Our services carried out to the date that the fraud or non-disclosure, actual or attempted, was identified.

How We Use Your Data

We will process the information You have provided to Us directly, or via Your broker, to enable Us to provide You with insurance, arrange and fulfil our contract with You (this policy), handle any claims, and comply with Our legal and regulatory obligations. This may involve sending Your information to other parties such as loss adjusters and insurance companies.

To prevent and detect crime, We may use and share Your details with other organisations and public bodies, such as the police and anti-fraud organisations. Other than as stated herein, We will not disclose the information You have provided to Us to any other third party(ies) unless required to do so by legal or regulatory obligations. We will act in accordance with data protection law, including the UK Data Protection Act 2018 (DPA), and will use appropriate technical and operational measures to keep Your information safe.

We may use the information You have provided to us for analytical purposes (for example, to develop, improve, and personalise Our products, pricing, and services; enhance Our customer service; and develop and improve Our administration, security systems and insurance applications).

We will only use Your information for the purposes stated in this policy and will only retain it for as long as it is needed for these purposes. In any event, We will use Your details in line with Our Privacy and Confidentiality Policy, which is available at <https://qlaims.com/privacy-policy>.

If You wish to exercise any of Your rights under the current data protection framework (for example, to request a copy of the information We hold about You, or have the information We hold about You amended if it is incorrect or out of date), please contact Us on 0203 927 7410 or email dpo@qlaims.com.

How to Make a Complaint

Questions or concerns about this policy and the way it has been sold should be raised with your broker. We aim to provide a high-quality service, dealing promptly and efficiently with Your insurance Claim and assisting You in achieving fair claims Settlement. If You feel We have not done this, You can make a complaint or raise a concern by emailing Us at complaints@qlaims.com. If You prefer, You can write to Us at: Qlaims Limited, Level 30 The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB.

If You raise a complaint with Us and are still not satisfied with the outcome, if You are an eligible complainant, You may be able to contact The Financial Ombudsman Service (FOS) for further assistance. The FOS can be contacted at Exchange Tower, Harbour Exchange, London E14 9SR and by telephone on 0800 023 4567 (calls are free from UK landlines and mobile phones) or +44 20 7964 0500 from outside the UK. You can also use the FOS online complaint form which can be found at www.financial-ombudsman.org.uk/contact.

FOS is a free and impartial service and will not affect Your legal rights. You are entitled to contact the FOS at any stage of Your complaint, and up to six months from the date of Our final response.

Financial Services Compensation Scheme (FSCS)

If We cannot pay You what We owe, You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). To be able to claim compensation through the FSCS, You must be eligible under its rules, which are set by the UK financial services regulators The Financial Conduct Authority (FCA) and the Prudential Regulatory Authority (PRA). Although the FSCS was set up mainly to protect private individuals, some businesses may be eligible in certain circumstances. If so, the amount and extent of compensation depends on the type of policy. For further information, please refer to the FSCS website www.fscs.org.uk or contact the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, or by telephone on 0800 678 1100 (calls are free from UK landlines and mobile phones).



t. 020 3927 7410
e. info@qlaims.com
w. qlaims.com

Qlaims Limited
Level 30, The Leadenhall Building,
122 Leadenhall Street,
London EC3V 4AB

Bringing new **intelligence** to
insurance claims

Authorised and Regulated by the
Financial Conduct Authority, Number 775237.
Registered in England No. 10650346