



# Public and products liability section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within **your** Public and products liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

### Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
  - a any coroner's inquest or fatal accident inquiry
  - b summary court proceedings.

### Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

### Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

### Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

### Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**
- 2 Anyone who is
  - a employed by **you** or on **your** behalf on a labour only basis
  - b self employed
  - c hired to **you** or borrowed by **you** from another employer
  - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

### Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

### Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

### Hot work

Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

### Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to or an interest in property.

### Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

### Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

### Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

### Products

Products that **you** have sold, supplied, provided or delivered including

- 1 containers, packaging, labelling, instructions or advice in connection with products

2 **services** that have been completed as part of a contract for the sale or supply of products in the course of the **business**.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

### Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

### Sudden incident

Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

### Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

## ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **personal injury**
- 3 **property damage**
- 4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance**

within the **policy territories** and all **property damage** or **nuisance** or **trespass** will be considered as having occurred at the time of the **sudden incident**.

### Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

### Claims costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Contingent motor liabilities cover

**We** will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle within the European Union in connection with the **business**
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

**We** will not pay

- 1 for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- 3 where cover is provided by another insurance policy.

### Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

### Data Protection cover

**We** will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

**We** will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is the data protection limit of indemnity shown in **your** schedule.

### Defective Premises Act cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

**We** will not cover

- 1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance policy.

### Environmental clean up cover

**We** will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is the **clean up costs** limit of indemnity shown in **your** schedule.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** schedule.

**We** will not cover any part of a claim for **clean up costs**

- 1 at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- 2 to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
  - a necessary to meet the standards required by law at the start of remediation
  - b existing at the time of a **sudden incident** for which a claim is made under this section.

### Manslaughter costs cover

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person** of **yours** whilst
  - a performing their normal duties in connection with the **business**
  - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
  - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

### Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

### Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage.

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 the vehicles or personal effects of **employed persons** or visitors while on **your** premises.

**We** will not provide cover for

- 1 any **contractual liability**
- 2 loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- 3 **clean up costs**.

### Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court

- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Limit of indemnity

- 1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.
- 2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.
- 3 The products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.
- 4 The terrorist act limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act**.
- 5 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.
- 6 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.

- 7 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.
- 8 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

### **x** What is not covered

#### Aircraft and watercraft exclusion

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

- 1 type of aircraft or spacecraft
- 2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

#### Airside exclusion

**We** will not cover claims caused by or arising from any **services** in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

#### Aviation and hovercraft products exclusion

**We** will not cover claims caused by or arising from any **products** which, to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

### Asbestos exclusion

**We** will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

### Contractual liability exclusion

**We** will not cover claims

- 1 for **contractual liability** in connection with **products**
- 2 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
- 3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

### Damage to products and services exclusion

**We** will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

### Defamation and discrimination exclusion

**We** will not cover claims caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

### Deliberate act exclusion

**We** will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
  - a where the results are intended or expected, or are reasonably foreseeable by **you**
  - b by anyone other than **you**, so far as cover is requested for their own liability

- 2 for **clean up costs** in circumstances where **you** have knowingly
  - a deviated from any regulatory notice, order or protection ruling
  - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

### Electronic data exclusion

**We** will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

### Employee injury exclusion

**We** will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

### Employment dispute exclusion

**We** will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

- 1 their existing, past or prospective contract of employment with **you**
- 2 a breach of employment-related legislation.

### Excess exclusion

The **excess** will apply to each **event** for loss as stated in **your** schedule. In respect of **products**, the **excess** will apply to each **event** during each **period of insurance** that loss occurs as a result of the **event**.



### Intellectual property exclusion

**We** will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

### North America exclusion

**We** will not cover claims caused by or arising from

- 1 any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada
- 2 **services** in the United States of America or Canada
- 3 pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

### Offshore exclusion

**We** will not cover claims caused by or arising from any **services offshore**.

### Overseas establishment exclusion

**We** will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

### Professional duty exclusion

**We** will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

### Punitive damages exclusion

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

### Radioactive contamination exclusion

**We** will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Recall exclusion

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

### Rectification of defects exclusion

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund.

### Road Traffic Act exclusion

**We** will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

### War risk exclusion

**We** will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your** policy.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and we will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible property which cannot be moved, must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- 3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- 4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- 6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

### Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

### Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

### Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** at the premises or site of a customer, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public liability insurance in force throughout the period of their involvement.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

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