

PUBLIC AND PRODUCT LIABILITY SECTION

Only applicable if this Section is shown as operative in the Schedule

1. Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings

Injury

bodily injury death disease illness or nervous shock

Business

the business stated in the Schedule conducted by the Insured at or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man including

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured
- c) the ownership maintenance and repair of such premises within such territories

Employee

- a) any person under a contract of service or apprenticeship with the Insured
- b) any person who is hired to or borrowed by the Insured
- c) any person engaged in connection with a work experience or training scheme
- d) any labour master or person supplied by him
- e) any person engaged by labour only sub-contractors
- f) any self-employed person working on a labour only basis under the control or supervision of the Insured
- g) any voluntary helper while working for the Insured in connection with the Business

Territorial Limits

- a) anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above

Offshore

from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

Products Supplied

- a) products including containers packaging or instructions sold or supplied
- b) work or services undertaken including goods or materials used by or on behalf of the Insured in the course of the Business

2. Interpretation

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Section the deceaseds legal personal representatives but only in respect of liability incurred by such deceased person
- b) At the request of the Insured the Company will indemnify in the terms of this Section
 - a) i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
 - ii) any director of the Insured or Employee in respect of liability arising in connection with the Business

provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- b) i) any officer committee or member of the Insureds canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- ii) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- i) each such person shall as though he were the Insured observe fulfil and be subject to the terms of this Section in so far as they can apply
- ii) the Company shall retain the sole conduct and control of all claims
- iii) where the Company is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

Cross Liabilities

If more than one Insured is referred to in the Schedule this Section shall apply to each one as if a separate policy had been issued to each (provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity)

Part 1 – Public Liability

Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property
- c) nuisance or trespass obstruction loss or amenities or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business

Limit of Indemnity

The liability of the Company for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity for Part 1

Costs

The Company will in addition pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Part

pay solicitors fees incurred with its written consent for

- a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
- b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Part

indemnify the Insured and at the request of the Insured any director or Employee in respect of legal costs and expenses incurred with the Companys written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- a) the proceedings relate to the health safety or welfare of persons other than Employees
- b) the Company will not indemnify the Insured in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy

Exclusions

The indemnity will not apply to legal liability

1. Aviation and Craft

arising out of

- a) work in or on aircraft
- b) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) the ownership possession or use by or on behalf of the Insured of any
 - i) aircraft
 - ii) watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)

2. Vehicles

arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy

3. Products Supplied

in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in the custody or control of the Insured other than food or drink provided as a service at the Insureds premises to Employees or visitors

Part 2 – Product Liability

Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied

Limit of Indemnity

The liability of the Company for all damages payable as a result of all occurrences during any one Period of Insurance shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity for Part 2

Costs

The Company will in addition pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Part

- pay Solicitors fees incurred with its written consent for
- a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
 - b) representation at a Coroners Court or Fatal Accident Enquiry in respect of any death

which may be the subject of indemnity under this Part

Indemnify the Insured in respect of legal costs and expenses incurred with the Companys written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that

- a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
- b) the Company will not indemnify the Insured in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy

Exclusions

The indemnity will not apply to legal liability

- 1. Products under Insureds Control**
in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which are in the custody or control of the Insured
- 2. Aviation Products**
in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are for use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft
- 3. Export to USA or Canada**
in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada

Extensions

Compensation for Court Attendance

In the event of any of the undermentioned persons 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 following rates per day for each day on which attendance is required

- a) any director or partner of the Insured £100
- b) any Employee £50

Rented Premises

General Exclusion 2 b) shall not apply to premises leased let rented hired or lent to the Insured provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage under agreement unless liability would have attached to the Insured in the absence of such agreement
- b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured
- c) the first £250 of each and every occurrence of loss or damage caused otherwise than by fire or explosion

Defective Premises Act

Legal liability in respect of Injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by the Insured is included within the terms of the indemnity provided in Part 1 of this Section but indemnity will not apply if the Insured is entitled to indemnity under any other insurance

Contingent Motor Liability

Notwithstanding Exclusion 2 of Part 1 the Company will indemnify the Insured in the terms of Part 1 against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to any such vehicle or to goods conveyed therein or thereon
- b) in respect of Injury loss of or damage arising while such vehicle is being
 - i) driven by the Insured
 - ii) driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
 - iii) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) in respect of which the Insured is entitled to indemnity under any other insurance

Overseas Personal Liability

The Company will indemnify the Insured and if the Insured so requests any director or partner of the Insured or any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

Subject otherwise to the terms Exclusions & Conditions of this Section

General Exclusions

The indemnity will not apply to legal liability

1. Injury to Employees

in respect of Injury to any Employee

2. Property under Insureds Control

in respect of loss of or damage to

- a) property belonging to the Insured
- b) property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured

3. Rectification Costs

- a) in respect of the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Products Supplied
- b) for any costs incurred in recalling or modifying any Products Supplied
- c) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in the value thereof

4. Liability under Agreement

assumed by the Insured under agreement unless the conduct and control of claims is vested in the Company but indemnity shall not in any event apply to

- a) liquidated damages fines or penalties
- b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee

5. War Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

6. Radioactive Contamination

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

General Exclusions and Limitations

1. Pollution or Contamination

- a) this Section excludes all liability in respect of Pollution or Contamination other than 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 Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

- b) The Liability of the Company for all compensation payable under Parts 1 and 2 of this Section in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule to this Section as the Limit of Indemnity for Part 1
- c) For the purpose of this Exclusion and Limitation Pollution or Contamination shall be deemed to mean
- i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

2. USA and Canada

In so far as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world

- a) the liability of the Company in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Companys written consent shall not exceed the Limit of Indemnity
- b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

Fire Precautions Condition

It is a condition precedent to liability under this Section that in respect of use away from the Insureds premises of blow lamps blow torches flame guns hot air guns electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion –

Blow lamps blow torches flame guns and hot air guns

- i) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii) blow- lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv) lighted blow lamps torches and flame guns not to be left unattended
- v) hot air guns to be switched off when unattended
- vi) upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work

Electric oxy-acetylene or other welding or cutting equipment and angle grinders

- i) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii) all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- iii) the Insured shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- v) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph i) above

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

Special Conditions

1. Observance of Terms

It is a condition precedent to any liability on the part of the Company under this Section that the terms hereof so far as they relate to anything to be done or complied with by the Insured shall be duly and faithfully observed

2. Material Facts

The Insured shall give immediate notice to the Company of any alteration in risk which materially affects this insurance

3. Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to liability under this Section
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

4. Notification of Claims

In the event of any occurrence which may give rise to a claim under this Section the Insured shall immediately

- a) give written notice with full particulars to the Company
- b) forward to the Company upon receipt every letter claim writ summons or process
- c) notify the Company of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

5. Claims Control

- a) no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- b) the Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise
- c) the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) the Insured shall give all information and assistance the Company may require

6. Discharge of Liability

The Company may pay the Limit of Indemnity or any lesser sum for which any claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

7. Other Insurances

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

8. Premium Adjustment

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as the Company may require and shall at the request of the Company provide an auditors certificate in support thereof The premium for such period shall then be adjusted subject to the Company retaining 75% of the premium paid for the Period of Insurance which corresponds to the period which is being adjusted Should the Insured fail to supply such particulars the Company shall be entitled to charge a reasonable additional premium in respect of that Period of Insurance

9. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy all benefit under this Policy shall be forfeited

THE GENERAL CONDITIONS OF THE POLICY SHALL NOT APPLY TO THIS SECTION OTHER THAN THOSE HEADED INSTALMENTS AND CANCELLATION