

# PUBLIC AND PRODUCT LIABILITY INSURANCE

## Summary of Cover

### **An insurance package for your business available for**

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- Businesses who work at third party premises or have members of the public visiting their premises
- Businesses who manufacture or supply products to others

### **Why choose AXA's Public and Product Liability Policy?**

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**Expert Claims Management** – We take on the burden of negotiating with third parties on your behalf, allowing you to concentrate on running your business.

**Spreading Your Cost** – You can take up the option to pay your annual premium by monthly direct debit - helping you to manage your cashflow. There may be a charge associated with this. Please speak to your Insurance Adviser for details.



# Policy Summary

This document is a summary of the insurance cover provided by the Public and Product Liability Insurance product and, as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

<b>Features and Benefits</b>			
<b>Cover Offered</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Policy Ref</b>
Public Liability – Legal Liability (and associated costs) for accidental injury, damage to material property, nuisance or wrongful arrest	£1m any one event	Please contact us for higher limits	Page 7
Product liability – Legal Liability (and associated costs) in respect of injury to any person or loss of or damage to material property caused by any products supplied	£1m any one Period of Insurance	Please contact us for higher limits	Page 9
Cover for legal costs under the Health and Safety at Work etc Act 1974 or similar safety legislation and Part II of the Consumer Protection Act 1987	✓		Page 7 and 9
Cover for pollution which is sudden, identifiable and unintended	✓		Page 12
Compensation for required Court Attendance	£50 per day per employee £100 per day per director / partner		Page 13
Cover applies to Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and additionally elsewhere in the world ( other than offshore ) in respect of temporary business visits by persons normally resident in Great Britain	✓		Page 5
Cover for leased or rented premises where there is not a responsibility to effect insurance for fire and other perils	✓		Page 13
Legal Liability arising out of Section 3 of the Defective Premises Act 1972	✓		Page 13
Contingent motor liability in respect of vehicles used in connection with the business not owned or provided by the Insured	✓		Page 13
Indemnity to Principal	✓		Page 6
Personal Liability whilst abroad on business	✓		Page 14

### Significant or Unusual Exclusions and Limitations

Significant or Unusual Exclusions and Limitations	Page Reference
Liability arising from work on aircraft/watercraft or at airports in areas with aircraft access	Page 8
Liability for which compulsory motor insurance is required	Page 8
Injury or damage to property caused by products supplied whilst in your custody or control	Page 8
Products knowingly exported into USA and Canada	Page 10
Products which you know will be supplied for use in or on aircraft	Page 10
Damage to property in your custody and control	Page 11
Costs of remedying defects in products supplied	Page 11
Liability assumed under agreement	Page 11
Fines and penalties imposed	Page 11
Use of heat condition applies	Page 16
Injury to Employees	Page 11

### Excesses

Policy Excesses	
Damage to Third party Property Damage	£500

### **Policy Duration**

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This is an annually renewable Policy.

### **Law Applicable**

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You are free to choose the law applicable to this Policy. Your Policy will be governed by the law of England and Wales unless you and we have agreed otherwise.

### **Making Yourself Heard**

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Any complaint you may have should in the first instance be addressed to your insurance adviser, then claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Customer Care Department of AXA Insurance.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. The Ombudsman will only consider complaints if:

- We have provided you with written confirmation that our internal complaints procedure has been exhausted
- Your business has a turnover of less than £1,000,000

Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Wording.

### **Financial Services Compensation Scheme (FSCS)**

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AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full
- Non compulsory insurance is protected in full for the first £2,000 and 90% of any amount above the threshold.

Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Financial Services Authority Regulation**

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AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.



**AXA Insurance UK plc**

Registered in England No 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD.

A member of the AXA Group of Companies. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. In order to maintain a quality service, telephone calls may be monitored or recorded.

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*Be Life Confident*

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