

# Public liability (including products liability)

## What is covered

### a Public liability

**We** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** for

- **injury** to any person
- loss or damage to material property
- libel, slander or defamation
- wrongful arrest, imprisonment or eviction of any person
- wrongful accusation of shoplifting
- trespass, nuisance or any interference with right of way, by foot, air or water.

occurring during the period of insurance shown in the policy schedule within the European Union and happening in connection with **your business**.

**We** will not pay a claim under this subsection of cover (public liability) which arises from a **product**.

### How much we will pay

The most **we** will pay for any claim or series of claims arising from the same original cause is the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claim, however, if **your** legal liability is greater than the **limit** then the amount **we** will pay in respect of **cost and expenses** will be proportionally reduced.
- **we** will pay **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiryprovided that the breach, **injury** or death may result in a claim against **you**.

**We** will not pay the **excess** for any legal liability arising from loss or damage to material property. This must be paid by **you**. The **excess** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

### b Products liability

**We** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** for

- **injury** to any person
- loss or damage to material property

occurring anywhere in the world during the period of insurance shown in the policy schedule caused by the nature or condition of any **product** initially sold or supplied by **you** from within the **United Kingdom**.

### How much we will pay

The most **we** will pay for all claims in total in the period of insurance shown in the policy schedule shall not exceed the **limit**.

In addition

- **we** will pay **your costs and expenses** resulting from the claims, however, the most **we** will pay in the period of insurance shown in the policy schedule for all claims plus all **costs and expenses** is the **limit**.
- **we** will pay **your** solicitor's fees that **we** agree to in writing for
  - **your** defence in any court of summary jurisdiction of any proceedings brought against **you** for the breach or alleged breach of any statutory duty resulting in **injury**
  - **your** representation at a coroner's court or fatal accident inquiry provided that the breach or death may result in a claim against **you**.

#### c Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

#### d Health and safety at work

**We** will pay **your costs and expenses** in **your** defence of any criminal proceedings (including a charge of manslaughter) brought against **you** for a breach of

- the Health and Safety at Work Act 1974, or
- the Health and Safety at Work (Northern Ireland) Order 1978, or
- any legislation amending or re-enacting the above

committed or alleged to have been committed in the course of **your business** during the period of insurance shown in the policy schedule.

**We** will also pay **your costs and expenses** in an appeal against conviction and/or prosecution costs awarded against **you** arising from the above criminal proceedings.

##### How much we will pay

The most **we** will pay for all **costs and expenses** in total in the period of insurance shown in the policy schedule is £250,000. This amount is inclusive of and not additional to the amount **we** will pay under

- a public liability, and
- b products liability.

**We** will not pay **you** if the proceedings relate to the health, safety and welfare of an **employee**.

#### e Extensions to the public liability cover

The public liability section of this policy is extended to include the following

##### 1 Indemnity to principal

**We** will at **your** request pay any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions.

However, **we** will only pay the principal if

- **you** would have been entitled to payment under section of cover (public liability) had the claim been made against **you**
- the principal observes, fulfils and is subject to the terms, conditions and exclusions of this policy in the same way as **you** are.

## 2 Damage to hired or rented premises

Despite exclusion 10 (property damage) of this section of cover, **we** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to premises and/or the premises' fixtures and fittings where premises are hired or rented by **you** for the purpose of **your business**.

**We** will not pay the first £100 of the damages and costs or **costs and expenses** unless the loss or damage results from fire or explosion. This must be paid by **you**.

**We** will not pay for **your** legal liability arising from a tenancy agreement or any other agreement other than for any legal liability **you** would have had, had **you** not entered into the agreement.

## 3 Defective premises act.

**We** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of

- section 3 of the Defective Premises Act 1972, or
- section 5 of the Defective Premises (Northern Ireland) Order 1975, or
- any legislation amending or re-enacting the above

in connection with premises which **you** have disposed of.

**We** will not pay for the cost of rectifying any damage or defect in the premises disposed of.

## 4 Use of motor vehicles that don't belong to you (motor contingent liability)

Despite exclusion 11 (motor vehicles or vessels) of this section of cover, **we** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from the use of any motor vehicle being used for the purpose of **your** business and which is

- not **your** property, and/or
- not provided by **you**.

**We** will not pay for

- any damage to the vehicle or any property on or in the vehicle,
- any liability resulting from the vehicle being driven by anyone other than an **employee**
- where the vehicle is being used outside of the **United Kingdom**.

## 5 Overseas liability

The cover provided by this section of cover (public liability) is extended to include non-manual work undertaken anywhere in the world.

The cover provided by this section of cover (public liability) is also extended to include **you** in a personal capacity whilst **you** are outside of the **United Kingdom** in connection with **your business** but only in respect of **injury** and/or loss or damage to material property.

Despite exclusion 8 (legal action) of this section of cover, if an action for damages is brought in a court of law within the jurisdiction of the United States of America or Canada then the most **we** will pay **you** in respect of

- **your** legal liability for damages and costs awarded against **you**, plus
- **costs and expenses**

is the **limit**.

**We** will not pay **your** legal liability arising from the ownership of any land or buildings.

## 6 Where there is more than one insured (cross liabilities)

If the **insured** comprises more than one person or entity then the cover provided by this section of cover (public liability) shall be interpreted as if a separate policy had been issued to each person or entity.

However, irrespective of the number of **insureds**, the total amount payable by **us** in respect of all **insureds** shall not exceed the **limit**.

## 7 Member to member liability

If any member of **your**

- canteen, social, sports or welfare organisations, or
- fire, ambulance, first aid, medical or security services

brings an action for damages against any other member then **we** will pay the member against whom the action is brought in the same way that **we** would pay **you** if the action had been brought against **you**.

However, **we** will only pay the member if they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are.

**We** will not pay the member if they are entitled to payment under any other insurance.

For the purpose of this extension **we** will regard any guest or voluntary helpers as members.

## 8 Data Protection Act

Provided that

- **you** have been accepted and remain registered by the Data Protection Registrar, and
- **you** do not provide computer services to others as part of **your business**

then **we** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from a breach of

- section 13 of the Data Protection Act 1998, or
- any legislation amending or re-enacting the Act

in connection with **your business** during the period of insurance shown in the policy schedule.

**We** will not pay

- where **your** liability results from **your** deliberate act or omission the result of which could reasonably have been anticipated
- where **your** liability results from any act of fraud or dishonesty
- where **your** liability arises from the recording, processing or provision of data for reward or to determine the financial status of any person.

## f Extensions to the products liability cover

The products liability section of this policy is extended to include the following:

### 9 Consumer protection and food safety

**We** will pay for **costs and expenses** arising from the defence of any claim made against **you** which arises from a breach of

- part II of the Consumer Protection Act 1987, or
- sections 7, 8, 14 and/or 15 of the Food Safety Act 1990, or
- any legislation amending or re-enacting the above

committed or allegedly committed in the course of **your business** during the period of insurance shown in the policy schedule including **costs and expenses** in an appeal against conviction.

**We** will not pay where **your** legal liability arises from **your**, wilful, reckless or intentional disregard of **your** duties under these Acts.

### 10 Product to product liability

Despite exclusion 17 (products) of this section of cover, **we** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim made against **you** which arises from loss or damage to a **product** after it has left **your** charge or control

- caused by another **product** supplied, installed or fitted by **you** or on **your** behalf under a separate contract, or
- when **you** are engaged in any operation not connected with the supply, installation or fitting of the original **product**.

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay a claim for any

- fine or penalty
- non-compensatory damages.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**

- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- Contamination due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 4 Confiscation etc

**We** will not pay for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

#### 5 Electronic data

**We** will not pay a claim

- for physical loss, destruction, damage, distortion, erasure, corruption or alteration of **electronic data** from any cause, other than when caused by fire or explosion
- for loss of use, reduction in functionality, cost or expense of whatever nature, resulting from destruction, damage, distortion, erasure, corruption or alteration of **electronic data**.

#### 6 Mould

**We** will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

#### 7 Other insurance

**We** will not pay for a loss where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

#### 8 Legal action

**We** will not pay for a loss

- where the claim is brought in a court of law outside the jurisdiction of the applicable courts shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

#### 9 Employers liability

**We** will not pay a claim where **your** legal liability arises from

- **injury** to any **employee** that results from their employment by **you**, or
- a breach of any obligation **you** owe as an employer to any **employee** or prospective **employee**.

## 10 Property damage

**We** will not pay a claim where **your** legal liability arises from loss or damage to

- property that belongs to **you**, or
- property or that part of any property on which **you** or anyone acting on **your** behalf are or have been working where the loss or damage is a direct result of the work, or
- property that is in **your** charge, custody or control or in the charge, custody or control of an **employee**, other than
  - the personal property of **your** directors, partners, visitors or **employees**, or
  - premises (including fixtures, fittings and contents) that are not owned, hired or rented by **you** but are temporarily occupied by **you** for the purpose of **your business**.

## 11 Motor vehicles or vessels

**We** will not pay a claim where **your** legal liability arises from the ownership, possession or use by **you** or on **your** behalf of

- any mechanically propelled vehicle for which insurance or security is required under road traffic legislation, however, this exclusion shall not apply
  - when the vehicle is being used as a tool of trade (other than if compulsory insurance is required under road traffic legislation)
  - to the loading or unloading of the vehicle or the delivery or collection of goods to or from the vehicle
  - if the vehicle does not belong to **you** and is moved because it is interfering with the performance of **your business** (unless it is more specifically insured by another insurance policy when this exclusion will apply)
- anything that is made or intended to travel through water or air, however, this exclusion shall not apply to hand propelled watercraft of up to 8 metres in length when used on inland waterways.

## 12 Professional services

**We** will not pay a claim where **your** legal liability arises from

- advice, and/or
- design, and/or
- specification

given or supplied for a fee or where a fee would normally be charged.

## 13 Clause 21.2.1 insurance (JCT standard form of building contract)

**We** will not pay a claim for damage to property if **you** are required to arrange insurance under the terms of

- clause 21.2.1 of the 1980 edition of the Joint Contract Tribunal conditions of contract, or
- any later version or substitution of the above, or
- any other contract that requires **you** to obtain similar insurance.

## 14 Pollution

**We** will not pay a claim where **your** legal liability arises from

- **pollution**, and/or
- the cost of removing, treating or cleaning up the **pollution**.

However, **we** will pay the claim if the **pollution** occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- the **pollution** is caused by a sudden identifiable unintended and unexpected incident
- the incident takes place in its entirety at a specific time and place during the period of insurance shown in the policy schedule.
- all **pollution** arising from the incident shall be regarded as having taken place at the time of the incident.
- all **pollution** arising from the incident shall be regarded as one incident irrespective of the number of **periods of insurance** over which the **pollution** occurs.

The most **we** will pay for damages arising out of all **pollution** regarded as having occurred during any one period of insurance shown in the policy schedule shall not exceed the **limit**.

## 15 Asbestos

**We** will not pay a claim where **your** legal liability arises from the

- manufacture
- mining
- processing
- distribution
- testing
- remediation
- removal
- storage
- disposal
- sale
- use of, or
- exposure to

asbestos or materials or products containing asbestos.

## 16 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay a claim where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

## 17 Products

**We** will not pay a claim

- for the cost repair, alteration, removal, recall or replacement of a **product** or for the cost of its reduction in contract value.
- where **you** know that the **product** will be used in any aircraft or aerial device.
- where **you** know the **product** will be used in the petrochemical industry.



- where **you** know the **product** is exported to Canada or the United States of America or any dependency or trust territory.

#### 18 Contractual liability (public liability)

**We** will not pay a claim under subsection of cover a (public liability) for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply if **we** are given the management and control of the claim.

#### 19 Contractual liability (products liability)

**We** will not pay a claim under subsection of cover b (products liability) for any legal liability that results from an agreement that **you** have entered into if **your** liability is increased beyond that applicable in the absence of the agreement.

However, this exclusion will not apply where the liability arises out of a condition of warranty of goods implied by law.

### Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form. We have listed these in alphabetical order.

**Business.** In addition to the meaning given under the section 'words with special meanings throughout this policy' **business** also means

- **your** ownership, occupation and maintenance of land and buildings
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- the provision and management of ambulance, first aid and medical services for the benefit of **employees**
- the provision and management of fire and security services for the protection of premises owned or occupied by **you**
- private duties undertaken by an **employee** for **you** or, with **your** consent, for any director or partner of **yours** or any **employee**.

**Employee** means any person (other than a director of **yours**) who is or was, or who may become at some time in the future

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you**, or
- hired in or borrowed by **you**, or
- a self-employed person

and who is working for **you**

- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

**Excess** means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

**Injury** means

- bodily injury
- mental injury
- emotional distress
- shock
- sickness
- disease, or
- death.

**Insured, you, your, yours** means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule, and/or

- the estates, heirs or legal representatives of any natural person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against this policyholder.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**, or
- any **employee**, and
- any officer or member of **your** canteen, social, sports or welfare organisations, fire, ambulance, first aid, medical or security services (but only whilst they are acting in their capacity as an officer or member of the above organisations or services).

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Product** means

- any goods or products
- the containers, labelling and instructions provided in connection with the goods or products

that are:

- sold
- supplied
- processed
- installed
- serviced

- repaired
- altered
- treated, or
- renovated

by **you** or on **your** behalf.