



## **Public and Products Liability Insurance**

### **Contingency**

In the event of accidental

- 1 Personal Injury  
or
- 2 loss of or damage to Property  
or
- 3 obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement

which arises in connection with the Business and which occurs during the Period of Insurance and within the Territorial Limits

the Insurers will indemnify the Insured against

- 1 legal liability for Compensation up to the Limit of Indemnity  
and
- 2 Costs and Expenses.

### **Indemnity to Other Persons**

- 1 If the Insured so requests the Insurers will indemnify
  - (a) any director of the Insured
  - (b) any Employee
  - (c) any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions
  - (d) the owners of the plant hired in by the Insured but only to the extent required by the hiring conditions

against legal liability in respect of which the Insured would have been entitled to indemnity under the Section if the claim had been made against the Insured.

- 2 If the Insured so requests the Insurers will also indemnify
- (a) the officers, committees and members of organisations established in order to provide canteen or sports and social facilities or educational or welfare services primarily for the benefit of Employees
  - (b) persons providing first aid, ambulance, fire or security services primarily in connection with the Premises
  - (c) any director or Employee of the Insured in respect of private work undertaken by any Employee for such director or Employee with the prior consent of the Insured against legal liability arising from the provision of such facilities or services or work

Provided that each of the parties indemnified under this Section will as if they were the Insured be subject to the terms of the Section and the Policy insofar as they can apply and that the total amount payable in respect of Compensation as a result of indemnifying such parties will not exceed the Limit of Indemnity.

### **Indemnity to Personal Representatives**

The Insurers will indemnify the personal representatives of the Insured in respect of legal liability incurred by the Insured subject to the terms of this Section and the Policy insofar as they can apply.

### **Definitions**

For the purposes of this Section only the following Definitions apply

#### **The Business**

The Business means

- 1 activities directly connected with the Business stated in the Schedule
- 2 Ancillary Activities as defined below

to the extent that they are conducted at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## **Ancillary Activities**

Ancillary Activities means

- 1 ownership, use, repair, maintenance and decoration of Premises occupied by the Insured
- 2 repair or maintenance of vehicles or plant owned and used by the Insured
- 3 the provision and management of canteen, sports and social facilities and educational and welfare services established primarily for the benefit of any Employee
- 4 the provision of first aid, ambulance, fire and security services primarily in connection with Premises occupied by the Insured
- 5 participation in exhibitions held in member countries of the European Economic Community

in connection with the Business stated in the Schedule.

Ancillary Activities include private work undertaken by any Employee for the Insured or for any director or Employee of the Insured with the prior consent of the Insured.

## **Bodily Injury**

Bodily Injury includes death, illness, disease or nervous shock.

## **Personal Injury**

Personal Injury means Bodily Injury and wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shoplifting.

## **Compensation**

Compensation means the amount awarded by a Court of Law in respect of damages including interest thereon.

## **Costs and Expenses**

Costs and Expenses means

- 1 any claimant's legal costs for which the Insured is legally liable
- 2 all costs and expenses incurred with the insurers' written consent
- 3 all solicitors' fees for legal representation at

(a) any Coroner's Inquest or Fatal Accident Inquiry

or

(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

in connection with any event which is or may be the subject of indemnity under this Section.

### **Limit of Indemnity**

Limit of Indemnity means the amount specified as such in the Schedule and the liability of the Insurers for all Compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity but in respect of Products Supplied or pollution or contamination the Limit of Indemnity shall apply to all insured events occurring in any one Period of Insurance.

Costs and Expenses recoverable under this Section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America or Canada or any territory within their jurisdiction the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses.

### **The Works**

The Works means all works executed or to be executed by or on behalf of the Insured and all materials brought to the site of The Works for incorporation therein and all plant, tools, equipment, temporary works, temporary buildings or any other property brought onto or adjacent to the site for the purpose of the execution of The Works.

### **Contract Work Executed**

Contract Work Executed means work carried out by or on behalf of the Insured away from the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured and which at the time of the event giving rise to a claim under this Section is

1 no longer the property of

and

2 not under the custody or control of

the Insured or any Employee.

## **Products Supplied**

Products Supplied means goods including labels and containers and packaging

- 1 on which work has been completed by or on behalf of the Insured at the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured  
  
or
- 2 which have been handled, stored, sold, supplied, transported or financed by the Insured and which at the time of the event giving rise to a claim under this Section are not under the custody or control of the Insured or any Employee.

## **Property**

Property means material property.

## **Territorial Limits**

The Territorial Limits referred to in this Section are

- 1 anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including designated areas of the continental shelf surrounding Great Britain and foreign sections of cross boundary petroleum fields as defined in the Employment (Continental Shelf) Act 1978  
  
or
- 2 elsewhere in the world in connection with the activities of any Employee provided such Employee is normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and is not outside such countries for more than six months in any one year  
  
or
- 3 anywhere in the world in connection with Products Supplied at or from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## **Extension Clauses to this Section**

In respect of the circumstances specified in the following Clauses the Insurers will provide indemnity up to the Limit of Indemnity subject to the terms of the relevant Clause and subject otherwise to the terms of this Section and the Policy

Provided that in respect of the following Clauses the circumstances arise in connection with the Business and that the event giving rise to legal liability occurs during the Period of Insurance and within the Territorial Limits.

#### **A Legal Expenses Arising from Health and Safety Legislation**

- 1 In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

or

- 2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

which arises in connection with the Business and which occurs during the Period of Insurance and within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

the Insurers will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings.

This indemnity will not apply

- 1 in respect of fines or penalties of any kind
- 2 to proceedings relating to the health and safety of any Employee
- 3 to proceedings consequent upon a deliberate act or omission by the Insured
- 4 to persons other than the Insured or any director or Employee of the Insured
- 5 where there is an indemnity provided by a legal expenses insurance policy.

#### **B Defective Premises Act Liability**

Where the Insured is legally liable for accidental Bodily Injury or loss of or damage to Property by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by the Insured and which prior to disposal were owned by the Insured the Insurers will provide indemnity against such legal liability.

## **C Compensation for Court Attendance**

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any partner or proprietor                      up to £250 per day maximum
- (b) any director                                      up to £250 per day maximum
- (c) any Employee                                    up to £150 per day maximum

## **D Cross Liabilities**

Where there is more than one party named as the Insured in the Schedule this Section will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Insurers agree to waive all rights of subrogation against any of these parties

Provided that the total amount payable in respect of Compensation does not exceed the Limit of Indemnity.

## **E Motor Contingent Liability**

Where the Insured is legally liable for accidental Bodily Injury or loss of or damage to Property arising out of the use of any motor vehicle in connection with the Business the Insurers will indemnify the Insured against such legal liability.

This indemnity will not apply

- (a) in respect of any vehicle owned or provided by the Insured or any Principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured
- (b) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- (c) while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or of the Insured's representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
- (d) to legal liability in respect of which the Insured is entitled to indemnity under any other insurance

(e) outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension Clause the term Insured shall mean only the Insured named in the Schedule and no other party.

## **F Overseas Personal Liability**

1 Where the Insured or any director or Employee of the Insured is visiting a country outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for less than six months continuously in connection with the Business the Insurers will provide indemnity to the Insured and if the Insured so requests to

- (a) any director or Employee of the Insured
- (b) any spouse or child of the Insured or director or Employee of the Insured accompanying such Insured or director or Employee of the Insured

against legal liability incurred in a personal capacity for accidental Bodily Injury or loss of or damage to Property occurring during such visit.

2 Where the Insured is an individual the indemnity also applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The indemnity described in this Extension Clause will not apply to legal liability

- (a) arising from any agreement or contract unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically-propelled vehicles, aircraft or watercraft.

## **G Tenant's Liability for Hired or Rented Premises**

Where the Insured is legally liable for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to the Insured for the purpose of occupancy by the Insured the Insurers will provide indemnity against such legal liability.

This indemnity will not apply to

- (a) the first £100 of such loss or damage caused other than by fire or explosion

- (b) loss or damage 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.

## **H Liability for Buildings Temporarily Occupied**

Where buildings (other than buildings comprising The Works) are temporarily occupied by the Insured for the purposes of carrying out work in connection with the Business the Insurers will provide indemnity against legal liability in respect of loss of or damage to such buildings or their contents occurring during the Insured's occupancy

Provided that such buildings are not owned, leased, hired or rented by the Insured or any sub-contractor acting for or on behalf of the Insured.

### **1 Car Park and Cloakroom Liability**

Where vehicles or personal effects of persons other than the Insured are held in trust by or in the custody or control of the Insured the Insurers will provide indemnity against legal liability in respect of loss of or damage to such Property

Provided that such Property

- (a) is not being stored by the Insured for a fee or other consideration

and

- (b) is not held in trust by or in the custody or control of the Insured for the purposes of work being carried out on such Property.

### **3 Property being worked on**

Where the Insured is working on Property not belonging to the Insured or in the Insured's custody or control and causes physical damage to such Property the Insurers will provide indemnity against legal liability for such damage.

This indemnity will not apply to the first £100 of such damage.

## **K Obstructing Vehicles**

Where any vehicle is causing an obstruction and interfering with the performance of the Business the Insurers will provide indemnity against legal liability for accidental Bodily Injury or loss of or damage to Property arising from the movement of such vehicle by the Insured or any Employee of the Insured or the application of a wheel clamp to the vehicle

Provided that

- (a) if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Insured's premises
- (b) if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle. The indemnity will not apply in circumstances where it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.

## **L Consumer Protection Act and Food Safety Act**

The Insurers will provide indemnity to the Insured and if the Insured so requests any director, partner or Employee in respect of:

- 1 costs of prosecution awarded against the Insured or any director, partner or Employee
- 2 legal fees and expenses incurred with the Insurers' consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

Provided that

- (a) the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Insured's Business.
- (b) the indemnity will not apply
  - (i) in respect of fines or penalties of any kind
  - (ii) where indemnity is provided by any other insurance
  - (iii) to proceedings consequent upon any deliberate act or omission.

## **M Data Protection Act 1984**

In the event of any proceedings brought against the Insured by virtue of Sections 22 or 23 of the Data Protection Act 1984 the Insurers will provide indemnity against

- (a) Legal Costs and Expenses incurred in connection with the defence of such proceedings
  
- (b) legal liability for Compensation to an individual who is the subject of personal data held by the Insured and who suffers damage or distress by reason of
  - a) the inaccuracy of the data  
or
  - b) the loss of the data  
or
  - c) the destruction of the data without the authority of the Insured  
or
  - d) the disclosure of the data or access having been obtained to the data without the authority of the Insured as described in Sections 22 and 23 of the Data Protection Act 1984

### Exceptions

The Insurers shall not be liable under this Extension Clause for

- (a) Personal Injury other than as described above or any loss of or damage to property or any consequential losses
  
- (b) Any liability which results from the Insured having authorised the destruction or disclosure of data or from any other deliberate act or omission by the Insured and which could reasonably have been expected to arise having regard to the nature and circumstances of such act or omission
  
- (c) Any fine or penalty or statutory payment
  
- (d) Fraud dishonesty insolvency financial default inducement of breach of contract injurious false-hood or breach of confidence
  
- (e) Any act of libel or slander or defamation

- (f) Any liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement or any liability in respect of liquidated damages or under any penalty clause
- (g) Any Legal Costs or Expenses or any financial losses in respect of an order for rectification or erasure of data or any order requiring the data to be supplemented by any other statements
- (h) Any proceedings relating to Compensation for individuals who are persons employed if the Employers' Liability Section of this Policy is not insured
- (i) Any proceedings relating to Compensation for individuals who are not persons employed if the Public and Products Liability Section of this Policy is not insured

#### Limit of Indemnity

The liability of the Insurers under this Extension Clause for all Compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or events of a series consequent on or attributable to one source or original cause shall not exceed the amount specified below as the Limit of Indemnity

Further the maximum sum payable under this Extension Clause in any one Period of Insurance shall not exceed £500,000

Limit of Indemnity £50,000

#### **N Individual Liability of Members**

This policy shall indemnify in like manner to the Insured each member and official of the Insured whilst such person is taking part in the activities of the Insured provided that:

- (a) such person is not entitled to an indemnity under any other Policy
- (b) such person shall observe fulfil and be subject to the terms Exceptions and Conditions of this Policy in so far as they can apply
- (c) in the event of a claim being made by such person against an Employee of the Insured the Insurers will indemnify that Employee in like manner to the Insured subject to the terms of this Extension Clause
- (d) the Insurers shall have the full conduct and control of all claims made under this Extension Clause
- (e) the cover granted by this Extension Clause shall not operate to increase the Insurers' liability beyond the amount shown on the Schedule as the Limit of Indemnity.

## EXCEPTIONS

*The Insurers will not be liable in respect of*

1 *Personal Injury to any Employee or to any working partner or proprietor comprising the Insured arising out of and in the course of employment by the Insured in the Business*

2 *Liability arising out of the possession ownership or use by or on behalf of the Insured or any person entitled to indemnity under this Section of any*

*(a) mechanically propelled vehicle or trailer attached thereto used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation*

*(b) aircraft, aerial device, hovercraft or watercraft*

*Provided there is no indemnity afforded under any more specific insurance this exception will not apply to*

*(i) the loading or unloading of motor vehicles or trailers*

*(ii) the circumstances described in Extension Clauses E or K*

*(iii) watercraft which are less than 8 metres in length*

*(iv) barges used solely on inland waterways.*

3 *Loss of or damage to*

*(a) The Works*

*(b) property belonging to or hired to the Insured*

*(c) property which is held in trust by or held in the custody or control of the Insured or any Employee or any party who is carrying out work on behalf of the Insured other than in the circumstances described in Extension Clauses G or H or I*

*(d) property for which there is a contractual requirement to effect insurance (other than public liability insurance)*

*(e) property for which there is a contractual requirement to effect insurance by reason of Clause 21.2.1 of the 1980 Edition of the Joint Contracts Tribunal Conditions of Contract (or the corresponding clause in any prior version or any subsequent revision or substitution thereof) or by any clause of similar intent under any other conditions of contract.*

- 4 (a) *loss of or damage to*
- or*
- (b) *the cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating*
- any Products Supplied or Contract Work Executed other than Products Supplied or Contract Work Executed under a separate, previously completed contract.*
- 5 *The cost incurred by anyone in*
- (a) *recalling or altering or making refunds in respect of any Products Supplied or Contract Work Executed*
- (b) *rectifying defective Contract Work Executed*
- (c) *remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by the Insured.*
- 6 *Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.*
- 7 *Advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.*
- 8 *Liability arising out of Products Supplied with the knowledge of the Insured or Contract Work Executed by or on behalf of the Insured which could affect*
- (a) *the navigation, propulsion or safety of any aircraft or other aerial device*
- (b) *the safety or operation of nuclear installations or offshore accommodation exploration drilling or production rig/installations or offshore support vessels.*
- 9 *Any Products Supplied by or on behalf of the Insured where legal liability has been accepted by agreement (other than liability arising out of a condition or warranty of goods implied by Law) unless such liability would have attached in the absence of such agreement*
- 10 (a) *All pollution or contamination of buildings or other structures or of water or land or the atmosphere*
- and*

*(b) all Personal Injury or loss of or damage to Property directly or indirectly caused by such pollution or contamination*

*other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.*

*11 any claim arising in connection with work undertaken in or on any offshore accommodation exploration drilling or production rig/installation or offshore support vessel*

## **Special Conditions Applicable to this Section of the Policy**

### **Excess**

In respect of each and every event resulting in loss of or damage to Property arising from work by or on behalf of the Insured away from the Insured's normal place of business the Insurers will not be liable for the amount of any Excess (or any lesser amount for which a claim may be settled) shown in the Schedule which may apply in the circumstances of such claim and the relevant Excess must be paid by the Insured towards the settlement of the claim as a condition precedent to any liability of the Insurers.

### **Heat Equipment Condition**

It is a condition precedent to liability that in respect of the use away from the Insured's own premises of electric oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches, hot air guns, hot air strippers or asphalt bitumen tar or pitch heaters, the following precautions will be complied with on every occasion:-

Adequate and suitable portable Fire extinguishers to BS 5423:1987, or its predecessors or successors, in full working order, will be kept at each area of work and used immediately smoke or smouldering or flames are detected

The area in the immediate vicinity of the work shall be cleared of all moveable combustible material. Combustible materials which cannot be moved must be covered and protected by over-lapping sheets or screens of non-combustible material.

A fire safety check of the working area to discover smoke, smouldering or flames (including spaces behind walls and screens or partitions and above false ceilings) shall be made at regular intervals during the work and between 30 and 60 minutes after completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.

Heat equipment will not be left unattended whilst hot or lit or switched on.

Where there is more than one person working at a site where heat is being used the Insured shall appoint a responsible person at each such site to ensure that the precautions stipulated in this condition are fully observed.

Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and shall be extinguished immediately after use.

The heating of asphalt bitumen tar or pitch must be carried out in the open in a vessel designed for the purpose, placed on a non-combustible surface.

In respect of each and every claim for loss or damage to Property arising from the performance of work involving the application of heat, the Insurers will not be liable for the amount of the Excess shown in the schedule.

## **Special Endorsements**

The following Special Endorsements shall apply only if shown in the Schedule

### **A Excluding Exports to USA/Canada**

The Insurers will not be liable under this Section in respect of Products Supplied including Products Supplied prior to the inception of this Section which the Insured knows or could reasonably have expected to know would be used within the United States of America or the Dominion of Canada.

### **B Excluding the use of heat away from the Business**

This Section does not apply to liability in respect of any loss of or damage to Property arising from the performance of work involving the application of heat away from the Insured's Business Premises.

### **C Including Exports to USA/Canada**

In respect of any claim brought in the United States of America or the Dominion of Canada

1. the liability of the Insurers for all damages (including claimant's costs and expenses) and all costs and expenses incurred with the Insurers written consent shall not exceed the amount specified in the Schedule as the Limit of Indemnity.
2. this Section does not indemnify the Insured in respect of punitive or exemplary damages.
3. this Section does not indemnify the Insured in respect of the first £1,000 (or the equivalent in US dollars as calculated at the exchange rate applying on the date of the accident) of each and every claim made against the Insured.

## War and Terrorism Cover Amendment Clause

The insurance provided by the Section is subject to the following Terrorism Limitations

1. The liability of the Insurer under this Section for damage costs and expenses payable in respect of all occurrences of Terrorism during any one period of Insurance shall not exceed in the aggregate the sum of £2,000,000 of the Limit of Indemnity shown in the Schedule whichever is the lesser
2. Notwithstanding paragraph 1 above the indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism
  - a) arising by through or in connection with
    - i) the provision of police fire or security services of any kind
    - ii) any public or private utility including telecommunications electricity gas water radio and television
    - iii) public transport services whether rail road sea or air
  - b) arising out of the ownership operation or occupation of or work in at or on
    - i) airports airfields ports rail or underground stations freight or passenger terminals
    - ii) government military or local authority establishments
    - iii) buildings of more than 20 floors in height including basement and underground car parks
    - iv) facilities for the manufacture processing refining distribution or storage of liquid or gaseous fuel oil petrochemical chemicals explosives or ammunition
    - v) tunnels bridges viaducts aqueducts dams river or sea defences
    - vi) schools colleges universities or places of education or religious worship
    - vii) sports stadiums theatres or entertainment arenas amusements parks exhibitions or conference halls

For the purpose of the Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes