

Public and products liability insurance

Policy summary

Your cover in a nutshell:

Public liability insurance covers you when you have to pay compensation because a client, contractor or member of the public makes a claim for accidental injury or property damage. This may be something that happened at your workplace, for example, a client slipped on a wet surface, or an employee spilt coffee over a client's computer. We will pay for claims occurring during the period of insurance, up to the limit of indemnity shown in the schedule. We will also pay your legal defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it.

The limit of indemnity you select may be on an each and every claim basis or an aggregate basis depending upon the type of claim – your policy schedule will indicate which applies. An 'each and every claim' basis means that each individual claim has its own limit of indemnity though multiple claims arising from the same cause will be treated as a single claim. An 'aggregate' basis means that the limit of indemnity applies to the total of all claims made against you during the period of insurance. On either basis, you will be liable to pay the excess in relation to each claim, which is shown in your policy schedule.

Key benefits: what risks are you protected against?

We will pay for claims against you for:

- bodily injury;
- property damage;
- trespass, nuisance, or interference;
- false arrest, detention, malicious prosecution or eviction of a third-party.

We will also pay:

- for criminal defence costs relating to any regulation or statute which applies to your business, for example prosecution under any health and safety legislation, in relation to a covered claim;
- compensation should you, your directors or employees have to attend court as a witness as required by our solicitor.

Significant or unusual exclusions and limitations:

We will not make any payment unless you notify us:

- promptly of any claim or threatened claim against you;
- within seven days for any claim or threatened claim arising out of bodily injury;
- as soon as practicable of your discovery that your products are defective;
- as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.

We may reduce any payment we make equal to the detriment we have suffered if:

- you do not take reasonable steps to remedy any defect in your goods, at your expense;
- you admit that you are liable or make any offer without our prior written agreement.

We will not pay claims arising from:

- injury to your employees;
- damage to your property;
- · the recalling, removing, repairing, reconditioning or replacing of any product;
- contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist;
- your transmission of a computer virus;
- asbestos;
- the ownership, possession or use of any watercraft, aircraft or mechanically-propelled vehicle;
- your professional advice;
- any deliberate or reckless acts.