Public and products liability
Policy wording

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>Bodily injury</td>
<td>Death, or any bodily or mental injury or disease of any person.</td>
</tr>
<tr>
<td>Defence costs</td>
<td>Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.</td>
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<tr>
<td>Denial of access</td>
<td>Nuisance, trespass or interference with any easement or right of air, light, water or way.</td>
</tr>
<tr>
<td>Inefficacy</td>
<td>The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.</td>
</tr>
<tr>
<td>Personal injury</td>
<td>False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.</td>
</tr>
<tr>
<td>Pollution</td>
<td>Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.</td>
</tr>
<tr>
<td>Products</td>
<td>Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you.</td>
</tr>
<tr>
<td>Property damage</td>
<td>Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.</td>
</tr>
<tr>
<td>Tool of trade</td>
<td>Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.</td>
</tr>
<tr>
<td>You/your</td>
<td>Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.</td>
</tr>
</tbody>
</table>

What is covered

Claims against you

If, as a result of your business, any party brings a claim against you for:

- a. bodily injury or property damage occurring during the period of insurance;
- b. personal injury or denial of access committed during the period of insurance,

we will indemnify you against the sums you have to pay as compensation.

This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Overseas personal liability

We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

Claims against principals

If, as a result of your business, any party brings a claim, which falls within the scope of What is covered. Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:

- a. has not, in our reasonable opinion, caused or contributed to the claim against them;
- b. accepts that we can control the claim’s defence and settlement in accordance with the terms of this section;
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c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;
d. gives us the information and co-operation we reasonably require for dealing with the claim.

Cross liabilities
If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs
If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you or any employee of yours.

Additional cover

Court attendance compensation
If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by our solicitor.

What is not covered

A. We will not make any payment for any claim or loss directly or indirectly due to:

Property for which you are responsible
1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to:
   a. employees’ or visitors’ vehicles or effects while on your premises;
   b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business;
   c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement.

2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
   This does not apply to:
   a. any tool of trade;
   b. the loading or unloading of any vehicle off the highway.

Injury to employees
3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you.

Pollution
4. a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or
   ii. any bodily injury or property damage directly or indirectly caused by pollution;
      unless 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;
   b. any pollution occurring in the United States of America or Canada.

Computer virus
5. transmission of a computer virus.

Professional advice
6. designs, plans, specifications, formulae, directions or advice prepared or given by you.

Your products
7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
8. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
   b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products.
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Inefficacy
9. **inefficacy.**

Deliberate or reckless acts
10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts
11. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Date recognition
12. **date recognition.**

War, terrorism and nuclear
13. **war, terrorism** or **nuclear risks.**

Asbestos
14. **asbestos risks.**

B. We will not make any payment for:

Restricted recovery rights
1. that part of any claim where **your** right of recovery is restricted by any contract.

Non-compensatory payments
2. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts
3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

Claims outside the geographical limits
4. any claim brought against **you** resulting from work **you** undertake in any country outside the geographical limits.

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**How much we will pay**

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs.** However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid.

**You** must pay the relevant **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

**Special limits**

**Products**
For claims arising from **your** **products,** the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

**Pollution**
For claims arising from **pollution,** the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs,** including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

**Claims brought against you in USA or Canada**
If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs.** **You** must pay the relevant **excess** shown in the schedule.

**Criminal proceedings costs**
The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance.**

**Court attendance compensation**
**We** will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director £250
2. Any other employee £100

The most **we** will pay for the total of all court attendance compensation is £10,000.
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Paying out the limit of indemnity
At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs.

Your obligations

1. We will not make any payment under this section:

   a. unless you notify us promptly of any claim or threatened claim against you. At our request, you must confirm the facts in writing within 30 days with as much information as is available.

      You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:

      by email to: liability.claims@hiscox.com; or

      by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

   b. unless you notify us within seven days of a claim or anything which may give rise to a claim under this section, arising out of bodily injury. At our request, you must confirm the facts in writing within 30 days with as much information as is available.

      You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:

      by email to: liability.claims@hiscox.com; or

      by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

   c. unless you notify us as soon as practicable of:

      i. your discovery that products are defective;

      ii. any threatened criminal action by any governmental, administrative or regulatory body.

2. when dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

Correcting problems
You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.

Control of defence
We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.