

Public and products liability insurance (specialist retail)

Policy summary

Policy wording ref: WD-RET-UK-PPL(1) 16169 02/17

Key benefits: what risks are you protected against?

Public and products liability insurance covers you when you have to pay compensation to any third party for accidental injury to them or damage to their property, occurring during the period of insurance and as a result of your business. We will pay up to the limit of indemnity stated in the policy schedule for claims against you arising from:

- bodily injury or property damage;
- trespass or nuisance;
- false arrest, detention, malicious prosecution or eviction.

We will also pay:

- for 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;
- 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;
- the sums you have to pay as compensation for defamation or infringement of intellectual property rights, other than patents and trade secrets;
- the sums you have to pay as compensation for claims against you for a breach of the Data Protection Act 1998;
- the costs of replacing locks, keys and electronic pass cards if you lose any key or pass card to a third party's premises;
- the sums you have to pay as compensation for failing to secure a third party's premises where you have been carrying out your business, provided that you have reasonably secured the premises as required;
- the sums you have to pay as compensation if any of your employees uses a third party's telephone system without their authority;
- the sums you have to pay as compensation under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975.

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 show which basis applies.

Significant or unusual exclusions and limitations:

We will not pay claims arising from:

- abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule;
- death or bodily or mental injury or disease of any employee or volunteer of yours;
- the ownership, possession or use of any watercraft, hovercraft, drone or mechanically propelled vehicle;
- any unauthorised or malicious act involving the use or processing of or access to any computer system;
- any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you for a fee;
- the provision or failure to provide any treatment or care of any person or animal, other than first aid;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;
- any drone or self-balancing motorised scooter sold supplied or distributed by you;
- the failure of any product, service, process or system provided by you to perform its intended function;
- the actions of any person supplied by you to a client under contract.

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 any goods or services you have supplied, at your expense.

Please read the policy for details of its terms in full.