

## **Public and products liability insurance (adult education and learning)**

Policy summary

Policy wording ref: WD-AEL-UK-PPL(1) 20696 05/20

### **Key benefits: what risks are you protected against?**

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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 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;
- 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 for defamation or infringement of intellectual property rights, other than patents and trade secrets;
- 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 sums you have to pay as compensation to any third party for accidental injury to them or damage to their property arising from any mechanically propelled vehicle which is not owned, loaned, leased, hired, rented, provided or driven by you, provided that:
  - the vehicle is not being driven by any person who, to your knowledge, does not hold a valid licence or insurance; and
  - the claim is not more specifically insured under another insurance policy;
  - the sums you have to pay as compensation if any third party brings a claim against you for financial loss arising from an actual or alleged failure in any duty to provide adequate coaching, teaching, testing or training.

We will also indemnify any hirer of the insured premises against accidental bodily injury or damage to third party property, provided that the hirer:

- was not using the insured premises for commercial or business purposes;
- does not have the benefit of any other insurance policy which also provides indemnity for their activities;
- does not hire the insured premises on a regular, permanent or long term basis, unless:
  - the hirer is using the insured premises for the benefit of the local community; or
  - you request that we provide indemnity.

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:**

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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, aircraft, drone or mechanically propelled vehicle, other than claims covered under What is covered, Contingent motor liability;
- cyber attack, hacker, unintentional computer error or any social engineering communication;
- any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you, other than claims covered under What is covered, Failure to educate;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;



- the failure of any product, service, process or system provided by you to perform its intended function, other than claims covered under What is covered, Failure to educate;
- bonfires or fireworks, unless such activity is carried out by sub-contractors with their own public liability insurance, or any inflatable play equipment.

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.