

## GENERAL LIABILITY - PUBLIC AND PRODUCTS LIABILITY

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

### SPECIAL DEFINITIONS FOR THIS SECTION

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Personal injury</b>	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.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

### WHAT IS COVERED

#### Claims against you

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

- bodily injury** or **property damage** occurring during the **period of insurance**;
- 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.

**WHAT IS  
COVERED****Claims against others**

If, as a result of **your business**, any party brings a claim, which falls within (a) above, against **your** client or customer or a distributor of **your products** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the client, customer or distributor 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;
- 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.

**Criminal proceedings**

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**.

**WHAT IS NOT  
COVERED****Property for which you  
are responsible**

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

**WHAT IS NOT COVERED**

- |   |           |   |
|---|-----------|---|
| <b>Pollution</b>                            | 4.        | <ul style="list-style-type: none"> <li>a. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere;</li> <li>b. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b> unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> <li>c. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ul>   |
| <b>Computer virus</b>                       | 5.        | transmission of a computer <b>virus</b> .   |
| <b>Professional advice</b>                  | 6.        | designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee.   |
| <b>Your products</b>                        | 7.        | the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts.   |
|   | 8.        | <ul style="list-style-type: none"> <li>a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</li> <li>b. any of <b>your products</b> 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 <b>your products</b>.</li> </ul> |
| <b>Deliberate or reckless acts</b>          | 9.        | any act, breach, omission or infringement <b>you</b> 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.  |
| <b>Contracts</b>                            | 10.       | <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.   |
| <b>Date recognition</b>                     | 11.       | <b>date recognition</b> .   |
| <b>War, terrorism and nuclear</b>           | 12.       | <b>war, terrorism</b> or <b>nuclear risks</b> .   |
| <b>Asbestos</b>                             | 13.       | <b>asbestos risks</b> .   |
|   | <b>B.</b> | <b>We</b> will not make any payment for:  |
| <b>Restricted recovery rights</b>           | 1.        | that part of any claim where <b>your</b> right of recovery is restricted by any contract.   |
| <b>Non-compensatory payments</b>            | 2.        | fines and contractual penalties, punitive or exemplary damages.   |
| <b>Claims outside the applicable courts</b> | 3.        | any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.<br><br>This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.   |

**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 **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**

- a. 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.
- b. 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. **You** must pay the relevant **excess** shown in the schedule.
- c. 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.
- d. 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**.

**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****If a problem arises**

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless **you** notify **us** as soon as practicable of:
  - a. **your** discovery that **products** are defective;
  - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

**Correcting problems**

**We** will not make any payment for **products** claims if **you** fail to 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.



## GENERAL LIABILITY – PUBLIC AND PRODUCTS LIABILITY

### 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.