

Policy document

Public and Products Liability

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A warm welcome to Zurich

Thank **you** for taking out **your** Public and Products Liability Insurance policy with **us** – and welcome to Zurich Insurance Company.

As one of the largest general insurers in the UK, **we** have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – **our** experts are constantly reviewing how **we** can update and improve **our** products and services for **you**.

At Zurich Insurance **we** have **your** future in mind and look forward to working closely with **you**.

www.zurich.co.uk

Public and Products Liability policy

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between **you** (also referred to as the Insured) and **us** (also referred to as the Insurer). **You** have made to **us** a proposal which is the basis of and forms part of the contract.

We will insure **you** under those sections shown in the schedule during any **Period of Insurance** for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept.

Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to **your** address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance Company.



Ian Stuart
Chief Executive

This is a legal document and should be kept in a safe place.

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

Public and Products Liability policy

In consideration of the payment to the Insurer of the first premium stated in the schedule the Insurer agree to indemnify the Insured (subject to the terms, limitations and conditions herein contained) during the period stated in the schedule and during any subsequent period for which the Insurers shall have accepted the premium required for renewal of this policy in respect of all sums which the Insured shall become legally liable to pay as compensation for:

Section I

Public Liability

- a) accidental death of or accidental personal injury to any person other than an employee where such death or personal injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way
- d) wrongful arrest or false imprisonment.

occurring during the currency of this policy within the territorial limits in connection with the business of the Insured.

The liability of the Insurers under this Section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit(s) of indemnity.

Exclusions applicable to Section I

The indemnity granted by this Section of the policy shall not apply to or include:

- 1 liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant:
 - a) which is licensed for road use or
 - b) for which compulsory motor insurance or security is required or
 - c) which is more specifically insured.

Provided always that this exclusion shall not apply in respect of:

- a) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
 - b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
 - c) the unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.
- 2 liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.
 - 3 liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the business.
 - 4 loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work.
 - 5 loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this exclusion shall not apply to:
 - a) the personal effects (including vehicles and their contents) of directors, employees and visitors
 - b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
 - c) premises (or fixtures and fittings therein) hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.
 - 6 the first £250 of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause.

Provided always that the Insured shall indemnify the Insurer in respect of any such amount for which the Insurer have made a payment.

Section II

Products Liability

- a) Accidental death of or accidental personal injury to any person other than an employee where such death or personal injury arises out of and in the course of the employment
- b) Accidental loss of or accidental damage to material property

occurring during the currency of this policy within the territorial limits and caused by products.

The liability of the Insurer under this Section for all compensation payable by the Insured in respect of all such death or such personal injury and such loss of or such damage to such material property occurring during any one **Period of Insurance** shall not exceed the limit(s) of indemnity.

Exclusions applicable to Section II

The indemnity granted by this Section of the policy shall not apply to or include:

- 1 replacing, reinstating, rectifying, recalling or guaranteeing the performance of any products
- 2 liability arising from any products:
 - a) which at the time of the contract of sale or supply are knowingly:
 - i) sold or supplied for use in craft designed to travel through air or space
 - ii) exported to the United States of America or Canada
 - b) in the custody or control of the Insured.

General exclusions

The indemnity granted by this policy shall not apply to or include:

- 1 Liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement.
- 2 Liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.
- 3 Any associated or subsidiary company of the Insured or branch office or representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- 4 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 5 Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 6 Aggravated, exemplary, vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions

1 Legal costs

In addition to the indemnity provided by Sections I and II of this policy the Insurers will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurers.

Provided always that in the event of the Insurer exercising their right under the discharge of liability condition No 4 to pay to the Insured in connection with any claim or series of claims the amount of the limit(s) of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims then the Insurers liability for such legal costs is limited to those costs and expenses incurred prior to the times of such payment.

2 Additional benefit

The Insurers will pay the costs incurred with their consent for:

- a) representation at any Coroner's inquest or fatal inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this policy.

3 Health & Safety at Work, Act 1974 – Legal defence costs

The Insurer will indemnify the Insured or at the request of the Insured any director or employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the **Period of Insurance** including:

- a) costs of prosecution awarded against the Insured or any director or Employee of the Insured
- b) legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that the Insurer shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

4 Food Safety Act – Legal defence costs

The Insurer will indemnify the Insured or at the request of the Insured any director or employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's business as within defined

- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurers shall not be liable under this extension:
 - i) where the Insured, director or employee is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or employee
 - iii) in respect of legal costs and expenses which the Insured, director or employee may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or employee
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined.
- d) the Insured, director or employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director or employee and of any event that may give rise to proceedings against the Insured, director or employee.

5 Personal representatives

In the event of the death of the Insured the indemnity provided by this policy shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy.

6 Indemnity to directors and employees

In the event of any claim in respect of which the Insured named in the schedule hereto would be entitled to receive indemnity under this policy being brought or made against:

- a) any director or employee of the Insured
- b) any officer, member or employee of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

the Insurer will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- a) such person is not entitled to indemnity under any other insurance
- b) such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- c) the Insurer shall not be liable under this extension unless the Insurer have the sole conduct and control of all claims.

7 Personal liability

At the request of the Insured this policy shall apply to the personal liability:

- a) of any director or employee of the Insured or any member of the family of such director or employee whilst accompanying such director or employee during temporary visits anywhere in the world in connection with the business of the Insured
- b) of any member of sports and social clubs operating in connection with the business of the Insured whilst engaged in club activities.

Provided always that:

- a) this extension shall not apply to liability more specifically insured under any other insurance
- b) any person indemnified under this extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- c) the Insurers shall not be liable under this extension unless the Insurer have the sole conduct and control of all claims.

8 Indemnity to principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this policy being brought or made against any Public or Local Authority or other principal the Insurer will indemnify the said Public or Local Authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims.

9 Libel and slander

The indemnity provided by Section 1 of this policy extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the **Period of Insurance** arising from any act of libel or slander committed or uttered in good faith by the Insured during the **Period of Insurance** in the course of the business.

Provided always that:

- a) the indemnity granted by this extension shall apply solely to the Insured's in-house and trade publications
- b) the liability of the Insurer under this extension shall not exceed £250,000 in any one **Period of Insurance**.

10 Defective Premises Act 1972

The Insurer will indemnify the Insured against liability at law incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.

Provided always that the Insurer shall not be liable under this extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

15 Consumer Protection Act 1987 – Legal defence costs

The Insurer will indemnify the Insured or at the request of the Insured any director or employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's business as within defined
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer shall not be liable under this extension
 - i) where the Insured, director or employee is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or employee
 - iii) in respect of legal costs and expenses which the Insured, director or employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or employee
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - vi) unless the Insurer has the sole conduct and control of all claims
- d) The Insured, director or employee shall give to the Insurer immediate notice of of any summons or other process served upon the Insured, director or employee and of any event that may give rise to proceedings against the Insured, director or employee

Provided always that:

- 1 these extensions are subject to the terms, limitations and conditions of the policy insofar as they can apply
- 2 the total liability of the Insurer to pay compensation shall not exceed the limit(s) of indemnity.

Definitions

1 The business

The business shall include in addition to those activities specified in the schedule:

- a) maintenance of property and premises owned or occupied by the Insured
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of employees of the Insured
- c) first aid, security, fire and ambulance services
- d) private work carried out within the territorial limits by an employee of the Insured for any director or senior executive of the Insured
- e) participation in exhibitions within the territorial limits.

2 Personal injury

Personal injury shall include illness.

3 Employee

Employee shall mean:

- a) any person under a contract of service or apprenticeship with the Insured
 - b) any labour master or labour only subcontractor or persons supplied by any of them
 - c) any self employed person
 - d) any person hired or borrowed by the Insured
- working for the Insured in connection with the business.

4 The territorial limits

The territorial limits shall mean:

Section I

- i) anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- ii) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada) and
- iii) non-manual work carried out during temporary visits to the United States of America or Canada.

Section II

anywhere in the world in respect of products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

5 Products

Products shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the business of the Insured.

Clauses

1 Pollution clause

This Policy excludes all liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this clause 'pollution or contamination' shall be deemed to mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) all loss or damage or personal injury directly or indirectly caused by such pollution or contamination.

2 Use of heat clause

It is a condition precedent to the liability of the Insurer under this policy that the following precautions are complied with on each occasion of the use or application of heat (as defined below) by or on behalf of the Insured taking place elsewhere than on the Insured's own premises.

- a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.
 - i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
 - ii) At least two adequate and appropriate portable fire extinguisher, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
 - iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
 - iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
 - v) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph v) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

- b) Use of asphalt, bitumen, tar, pitch or lead heaters
 - i) The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Conditions

1 Observance of policy terms

The due observance of the terms, provisions, conditions and endorsements of this policy by the Insured in so far as they relate to anything to be done are complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the said proposal shall be a condition precedent to any liability of the Insurer to make any payment under this policy.

2 Notice of claims

The Insured shall give notice in writing to the Insurer as soon as possible after the occurrence of any event likely to give rise to a claim with full particulars thereof. The Insured shall also on receiving verbal or written notice of any claim intimate or send same or a copy thereof immediately to the Insurer, and shall give all necessary information and assistance to enable the Insurer to deal with, settle or resist any claim as the Insurer may think fit. Such information and assistance shall be given without any delay, and so far as reasonably practicable, no alteration or repair shall be made to any way, machinery, appliance, plant or fitting after an accident shall have occurred in connection therewith until the Insurer shall have had an opportunity of examining the same.

3 Control of claims

The Insured shall not, except at his own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer nor give any information or assistance to any person claiming against him, but the Insurer shall for so long as they shall so desire that the absolute conduct and control of all proceedings (including arbitration's) in respect of any claims for which the Insurer may be liable under this policy, and may use the name of the Insured to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purpose connected with this policy.

4 Discharge of liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the limit(s) of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment.

5 Premium adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record. The Insured shall within one month from the expiry of each **Period of Insurance** furnish to the Insurer such particulars and information as the Insurer may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed by the Insured as the case may be.

6 Other insurances

If at any time any claim arises under this policy there be any other insurance covering the same liability the Insurers shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

7 Cancellation

The Insurer may cancel this policy by sending thirty days notice by recorded delivery to the Insured at this last known address and in such event the Insured shall become entitled to a return of a proportionate part of the premium corresponding to the unexpired portion of the **Period of Insurance**.

8 Reasonable care

The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the premises and all ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

9 Arbitration

If any difference shall arise as to the amount to be paid (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers.

10 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method the Policy remains an annual contract and the date of the payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the Policy will be cancelled immediately.

11 Contractual right of renewal (Tacit)

If the Insured pays the premium to the Insurer using the Insurer's Direct Debit instalment scheme, the Insurer will have the right (which the Insurer may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. The Insurer may vary the terms of the policy (including the premium) at renewal. If the Insured decides that he does not want the Insurer to renew the policy, provided the Insured tells the Insurer (or his insurance intermediary) before the next renewal date, the Insurer will not renew it.

Complaints procedure

We want to provide a first class standard of service. If **you** have any cause for complaint **you** should, in the first instance, contact either the intermediary who arranged the policy for **you**, or the branch that issued your policy. Please quote the details of **your** policy (**your** surname and initials, policy number, departmental reference, etc).

If the matter is not resolved to **your** satisfaction, please write to the Manager of the branch concerned. If **you** are still not satisfied with the action taken, please write to the Chief Executive at:

The Grange
Bishops Cleeve
Cheltenham
Glos
GL52 8XX

Telephone 0845 601 4937
Email: chiefexecutive@uk.zurich.com

A member of the Chief Executive's office will respond to **your** complaint and offer resolution where possible.

If **we** are unable to resolve **your** complaint to **your** satisfaction within 8 weeks, or if **we** have provided **you** with a final decision letter, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

The FOS will only consider **your** complaint if, at the time of notification, **you** are a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect **your** legal rights.

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet our obligations. **You** may contact the FSCS on 020 7892 7300 or further information is available at www.fscs.org.uk

Notes

Notes

Notes

Zurich Insurance Company

A limited company incorporated in Switzerland. Registered in the canton of Zurich no. CH-020.3.929.583-0.

UK branch registered in England no. BR 105. UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU.

Authorised and regulated by the Financial Services Authority.

