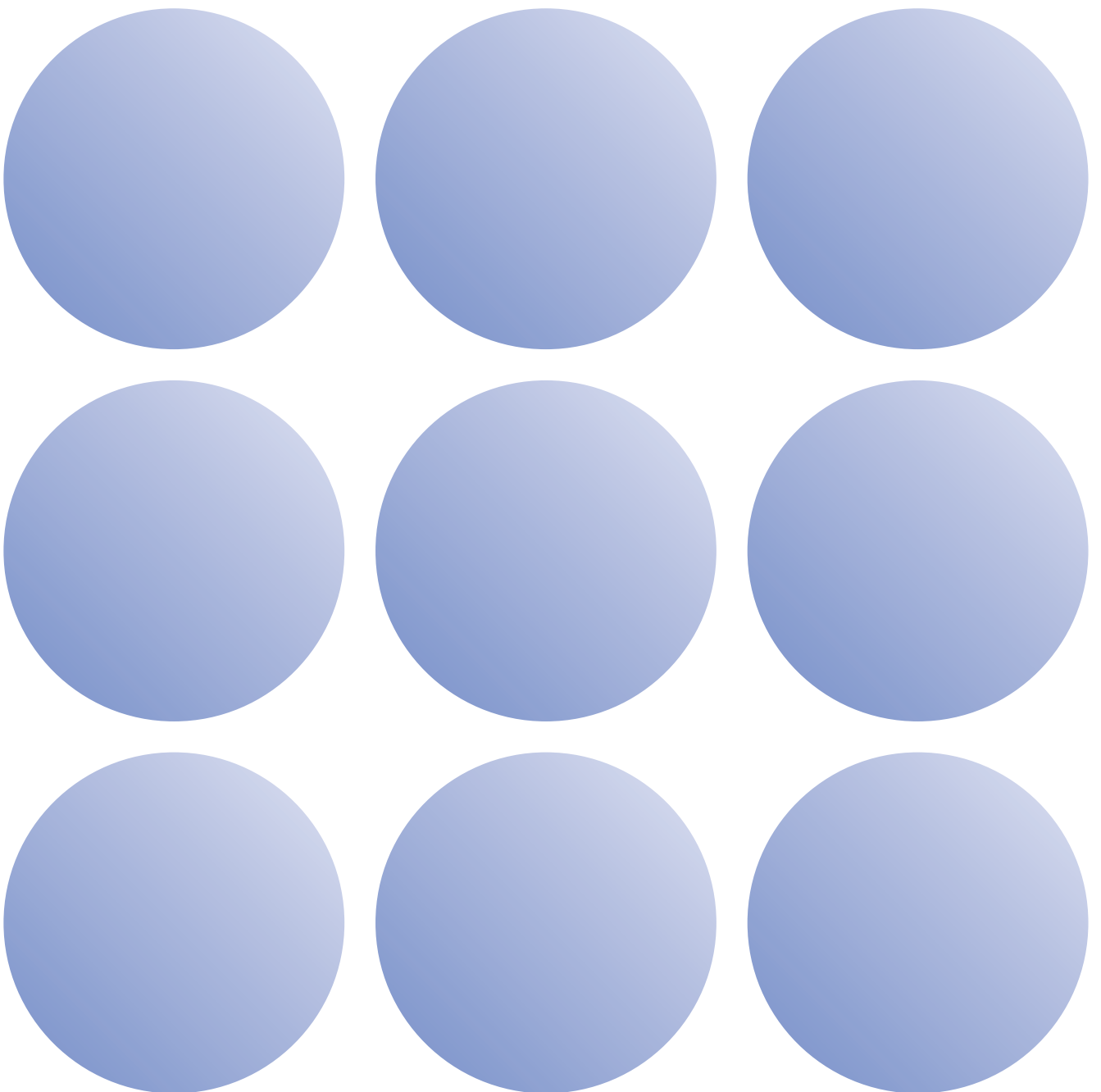


Tradesman – Public and Products liability insurance



Public and products liability insurance

This section should be read in conjunction with the Tradesman – General Terms & Conditions

Meaning of Words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help **you** identify these words in the policy, **we** have printed them in **bold** wherever they appear.

Buildings

The buildings of the **premises** shown in the schedule to this policy comprising:

- a) the **business** part of the **premises** and any residential accommodation and any outbuildings used in connection with the **business** or for domestic purposes
- b) walls, gates and fences around the **buildings** and belonging to them
- c) landlord's fixtures and fittings
- d) underground pipes and cables for which **you** are responsible.

Business

For the purpose of this section of the policy only, the definition of **business** extends to include:

- private work carried out by any of **your** employees for **you** or any of **your** directors or executives
- participation in exhibitions
- maintenance of property and **premises** owned by **you**
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **your employees** and first aid, fire and ambulance services.

Contract works

The permanent and temporary works undertaken in performance of a contract and materials for use in connection with them. Free issue materials are included provided that **you** are responsible for them under the terms of the contract.

Damage

Loss or damage.

Excess

Where an excess is shown in the schedule, any section of this policy or endorsement attached to this policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

Pollution or Contamination

- i) all **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and
- ii) all **damage** or personal injury directly or indirectly caused by such **Pollution or Contamination**

Premises

The **buildings** and the land within the boundaries belonging to them.

Products

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 **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of **your business**.

Other words with special meanings in this section are defined earlier in this policy.

They are: **employee, our, us, we, you, your**.

The Cover

What is insured

Public Liability

1. Your legal liability for:

- accidental death of or accidental personal injury to any person
- accidental **damage** to material property
- accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterbourne traffic
- accidental invasion of the right of privacy
- accidental interference with any right of air, light, water or way
- charges of wrongful arrest or malicious prosecution being brought against **you** arising out of any allegation of improper conduct at **your premises** by any person other than an **employee**

occurring during any period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with **your business**.

We will pay all sums **you** become legally liable to pay as damages.

What is not insured

Any liability:

- for bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**
- for loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- for **damage** to property which belongs to **you** or is held in trust by **you** or borrowed, rented, leased, or hired for use by **you**.
This shall not apply to:
 - i) personal property (including vehicles and their contents) of **your** visitors, directors or **employees**
 - ii) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work
 - iii) premises rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement
- for **damage** to that part of any property upon which **you** or **your** servant or agent is or has been working where the **damage** is a direct result of that work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on **your** behalf:
 - i) which is licenced for road use
 - ii) for which compulsory motor insurance or security is required
 - iii) which is more specifically insured.

What is insured

What is not insured

This shall not apply to:

- a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured
 - 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 is required
 - c) the unauthorised movement on **your** 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.
- arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or water craft other than barges, motor launches and non powered craft used on inland waterways
 - arising out of programming or for loss of information or the provision of wrong information on in or from computer discs, tapes or other data recording equipment
 - arising from **products** after they have ceased to be in **your** custody or control.

This shall not apply to food or beverages for consumption on **your premises** or at any other premises where **you** are carrying on **your business**.

Limit of Liability

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is shown in the schedule to this policy. **We** will also pay legal costs awarded to any claimant or incurred in defending any claim which is contested with **our** consent.

What is insured

Products Liability

2. Your legal liability for:
- accidental death of or accidental personal injury to any person
 - accidental **damage** to material property occurring anywhere in the world during any period of insurance in connection with **products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and caused by **products**.

We will pay all sums you become legally liable to pay as damages

What is not insured

Any liability:

- for bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**
- for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**
- arising from any **products** 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
- arising from any **products** in **your** custody or control
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- arising out of programming or for loss of information or the provision of wrong information on, in or from computer discs, tapes or other data recording equipment.

Limit of Liability

The most we will pay for all claims during any one period of insurance is shown in the schedule to this policy. We will also pay legal costs awarded to any claimant or incurred in defending any claim which is contested with our consent.

Extensions to the public and products liability covers

What is insured

Public liability during visits abroad

The public liability cover provided by this section of the policy applies to work carried out during temporary visits anywhere in the world in connection with **your business** by **you**, any director or **employee** normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Personal liability during visits abroad

The personal liability of:

- **you**
- any director or **employee**
- the family of any director or **employee** while accompanying such a person

during temporary visits anywhere in the world in connection with **your business**.

Provided that all such persons listed above shall keep to the terms and conditions of this policy as they apply to the public liability cover.

What is not insured

Any liability for manual work carried out in the United States of America or Canada.

Any liability:

- arising from a contract or agreement which imposes a liability that **you** would not otherwise have been under
- arising from the ownership or occupation of any land or buildings
- arising from the carrying on of any trade or profession
- arising from the ownership, use or possession of:
 - i) firearms other than sporting guns
 - ii) mechanically propelled vehicles
 - iii) craft designed to travel through air or space
 - iv) hovercraft or watercraft
 - v) animals of dangerous species
- arising from **damage** to property owned or held in trust by:
 - i) **you**
 - ii) any director or **employee**
 - iii) the family of any director or **employee**
- for any accidental death of or accidental illness of or accidental personal injury to any member of the family of any director or **employee** or to any employee of any director or **employee**.

What is insured

Cross liabilities

Where this policy is in the joint names of more than one party **we** will deal with any claim as though a separate policy had been issued to each of them.

Data Protection Act

We will pay all sums **you** become legally liable to pay under the Data Protection Act 1998 in accordance with personal data held by **you**.

Motor contingent liability

All sums which **you** and **you** alone shall become legally liable to pay as compensation for:

- i) accidental death of or accidental personal injury to any person
 - ii) accidental **damage** to material property arising out of the use of any motor vehicle being used in connection with **your business**.
-

Additional benefit

We will pay the costs incurred with **our** consent for:

- representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
 - defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this section of the policy.
-

What is not insured

Fines or penalties.

The cost of replacing, reinstating, rectifying or erasing personal data.

Any liability:

- arising from the use of a motor vehicle which **you** own or provide
 - arising from a motor vehicle driven by **you**
 - for any **damage** to the vehicles or goods carried in them
 - arising while the vehicle is being driven by a person who, to **your** knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
 - arising outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - attaching to any person other than **you**
 - more specifically insured under another policy.
-

What is insured

Court attendance expenses

Expenses at the rates shown below if any such people are required to attend court as a witness at **our** request in connection with a claim for which insurance is provided under this section of the policy:

- **you** or any director £500 per day
- any **employee** £250 per day.

Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section of the policy being brought or made against any Public or Local Authority or other Principal **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to directors and *employees*

If the following people have a claim made against them for which **you** would be insured by this section of the policy, **we** will pay for any amounts for which they are legally liable:

- any director or **employee**
- any officer, member or **employee** of your social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- **you** request **us** to do so
 - such people shall keep to the terms and conditions of this policy.
-

What is not insured

What is insured

Health and Safety at Work Act 1974

We will pay, at **your** request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against **you** or one of **your** directors or **employees** for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with **our** consent in an appeal against conviction.

Provided that:

- the breach was committed or alleged to have been committed during the period of insurance
- the proceedings relate to an offence committed in the course of **your business**
- **you** or any **employee** shall tell **us** immediately if any summons or other process is served upon **you** or any **employee** and of any event that may give rise to proceedings against such people.

Defective Premises Act

Your legal liability under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Consumer Protection Act 1987

We will pay, at **your** request, all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of the Consumer Protection Act 1987 including costs and expenses incurred with **our** consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the period of insurance
- the criminal proceedings relate to an offence committed in the course of **your business**
- the proceedings are brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- **we** have sole conduct and control of all claims
- **you** or any **employee** shall tell **us** immediately if any summons or other process is served upon **you** or any **employee** and of any event that may give rise to proceedings against such people.

The most **we** will pay is £25,000.

What is not insured

Proceedings brought outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Proceedings relating to any deliberate or intentional act or omission.

Fines or penalties of any kind or the cost of appeal against improvement or prohibition notices.

Any liability for the cost of remedying any defect or alleged defect in the said premises.

Legal fees where **you** or **your employee** are insured by another policy.

Legal fees or expenses where proceedings are for deliberate or intentional criminal act or omission by **you** or any **employee**.

Legal costs and expenses which **you** or any **employee** may be ordered to pay by a Court of Criminal Jurisdiction for any deliberate or intentional criminal act by **you** or any **employee**.

Fines or penalties.

The cost of any investigation or enquiry other than a solicitors investigation restricted to proceedings as defined within this extension of cover.

What is insured

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **you** against costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business** including any appeal against conviction arising from such proceedings.

Provided always that:

- a) **our** liability under will not exceed £2,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the policy
 - b) this clause will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
 - c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
 - d) **you** will give **us** immediate notice of any summons or other process served upon you which may give rise to proceedings under this clause
 - e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
 - f) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause of the policy the amount paid under that clause will be taken into account in arriving at **our** liability payable under this clause.
-

What is not insured

Any liability for:

- a) any deliberate or intentional criminal act committed by **you** giving rise to a corporate manslaughter or corporate homicide charge
- b) fines or penalties of any kind
- c) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work, etc Act 1974 or any regulations made thereunder
- d) defence costs available from any other source or provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

What is insured

Food Safety Act 1990

We will cover **you** or, at **your** request, any of **your** directors or **employees** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the 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 **our** consent in an appeal against conviction arising from such proceedings.

Provided always that:

- the criminal proceedings relate to an offence committed in the course of **your business**
- this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- **you** or **your** director or **employee** give us immediate notice of any summons or other process served upon **you** or **your** director or **employee** and of any event which may give rise to proceedings against **you** or **your** director or **employee**.

Libel and slander

Your legal liability to pay compensation and claimants' costs and expenses for claims made against **you** during the period of insurance arising from any act of libel or slander committed or uttered in good faith by **you** during the period of insurance in the course of **your business**.

Provided that:

- this extension shall apply solely to **your** in-house and trade publications
- the most **we** will pay is £250,000 in any one period of insurance.

Personal representatives

In the event of **your** death the indemnity provided by this section of the policy shall apply to **your** personal legal representatives in respect of liability incurred by **you** provided that such representatives shall as though they were **you** keep to the terms and conditions of this policy.

What is not insured

We will not be liable under this extension:

- where **you** or **your** director or **employee** is insured by any other policy of insurance
 - where criminal proceedings are in respect of any deliberate or intentional criminal act or omission committed by **you** or **your** director or **employee**
 - in respect of legal costs and expenses which **you** or **your** director or **employee** may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional act or omission of **you** or **your** director or **employee**
 - in respect of fines or penalties
 - for the cost of any investigation or inquiry other than a solicitors' investigation restricted to criminal proceedings as described within this extension.
-

What is insured

JCT Clause 6.5

We agree to hold **you** covered for a period of up to 14 days from commencement of any contract under which **you** are required to arrange insurance under the terms of Clause 6.5 of the Joint Contracts Tribunal (JCT) Standard Building Contract 2005 or any equivalent clause in a comparable form of contract.

Cover is subject to the terms and premium of the policy ultimately issued by **us** in connection with such contract in the joint names of **you** and **your** principal, but only so far as concerns claims for any expense, liability, loss, claim or proceedings which **your** principal may incur or sustain by reason of **damage** to any property (other than the **contract works**) caused by:

- collapse, subsidence, vibration, weakening or removal of support or lowering of ground water
- heave where such peril is included in the contract conditions

arising out of or in the course of or because of the carrying out of such contract.

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £1,000,000.

This extension in cover does not guarantee that **we** are able to continue providing cover once full details of the contract have been provided.

What is not insured

Any expense, liability, loss, claim or proceedings arising from **damage**:

- caused by or arising out of the following work:
 - a) ground compaction
 - b) piling or underpinning
 - c) shoring or propping of any building or structure
 - d) demolition of any building or structure
 - e) use of explosives
 - f) tunnelling
 - g) where excavation exceeds 2 metres in depth
- caused by the negligence, omission or default of **you**, **your** servants or agents or any sub-contractor or his servants or agents
- attributable to errors or omissions in the designing of the **contract works**
- which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
- which is at the risk of the principal under the conditions of the contract.

All extensions to this section are subject to the following:

- **we** shall not be liable unless **we** have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most **we** will pay will not increase and **we** will not pay more than the amount stated
- the terms and conditions of this policy insofar as they can apply.

Special conditions applying to this section of the policy

Discharge of liability

We may free ourselves of any further liability by paying to **you** or on **your** behalf the maximum sum payable under this section of the policy or, should any payments have been made, the balance of such maximum sum. **We** shall also pay legal costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against **you** is greater than the maximum sum payable by this section of the policy, **you** shall pay the extra amount. **You** shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

Pollution or Contamination

Liability arising from **Pollution or Contamination** is not insured unless 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 and Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most **we** will pay for all claims arising from **Pollution or Contamination** which is deemed to have occurred during the period of insurance is shown in the schedule. Provided that the most **we** will pay will not increase and **we** will not pay more than the limit of liability under the Public Liability and Products Liability covers of this section as shown in the schedule to this policy.

Underground services

It is a condition precedent to **our** liability under this section of the policy that when digging or excavation work is to be undertaken **you** shall:

- ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of **damage** to them
- keep a written record of the measures which were taken to locate such services
- ensure the adoption of a method of work which minimises the risk of **damage** to such services.

Use of heat

It is a condition precedent to **our** liability under this section of the policy that the following precautions are complied with on each occasion of the use of or application of heat taking place elsewhere than at **your 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 extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke of smouldering 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 **you** 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

Excess

The **excess** applicable under this section is shown in the schedule to this policy.

This section should be read in conjunction with the General Terms & Conditions

Zurich Insurance Company

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