

Section One – Public and Products Liability

Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the Schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Asbestos means asbestos, asbestos fibres or any derivatives of asbestos and any product containing these in whatever form or quantity.

Bodily Injury means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

Business means the activity(ies) of the **Insured** as stated in the Business Description in the Schedule and including:

- (a) the ownership, occupation, repair, maintenance and decoration of **Your** property
- (b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**
- (c) the provision of fire and security services maintained only for the protection of premises owned by **You**
- (d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee** of **Yours**.

Contract Works means

- (a) work executed or in the course of execution, including materials and plant, in connection with contracts undertaken by **You**; and/or
- (b) property which **You** are required to insure under clause 21.2.1 or 6.5.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any clause of similar intent in an equivalent contract.

Damage means physical loss, destruction or damage.

Employee(s) means any person working for **You** in connection with **Your Business** who is

- (a) under a contract of service or apprenticeship with **You**
- (b) a labour master or labour-only sub-contractor or person supplied by them
- (c) self-employed (for labour only)
- (d) working under a recognised work experience or training scheme
- (e) a voluntary helper
- (f) borrowed by or hired to **You** or
- (g) a director of **Your Business**.

Pollution means

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (b) all **Bodily Injury**, loss or **Damage** directly or indirectly caused by such pollution or contamination.

Premises means those parts of the **Buildings** occupied by **You** in connection with the **Business**.

Principal means any party (other than a director trustee partner or **Employee**) on whose behalf **You** are undertaking work in connection with the **Business**.

Products means goods (including their containers, labelling and instructions) sold, supplied, repaired, serviced, altered, renovated, processed, installed or tested by **You** in the course of the **Business**.

Cover

What IS Insured	What IS NOT Insured
<p>(1) We will pay all sums which You shall become legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> (a) accidental Bodily Injury of any person (b) accidental Damage to property not belonging to You or in Your charge or under Your control or that of an Employee (c) nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way <p>happening during the period of insurance and caused in connection with the Business.</p> <p>Section Limits</p> <p>The total amount We will pay for:</p> <ul style="list-style-type: none"> (a) any one Event (b) all Events occurring in any one Period of Insurance attributable to <ul style="list-style-type: none"> (i) Products (ii) Pollution <p>shall not exceed the Section Limit shown in the Schedule.</p> <p>This limit is reduced to £1,000,000 in respect of Events involving any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat away from the Premises.</p> <p>(2) This insurance extends to include legal liability happening during the period of insurance and arising in connection with the Business:</p> <ul style="list-style-type: none"> (a) from an event occurring outside the Geographical Limits, caused by: <ul style="list-style-type: none"> (i) You or Your directors, partners or Employees while temporarily outside the Geographical Limits; (ii) Products supplied from within the Geographical Limits; (b) from loss of or damage to: <ul style="list-style-type: none"> (i) any building, including its contents, temporarily in Your custody or control or that of Your directors, partners or Employees (but not owned, hired, let or rented by You) for the purposes of 	<ul style="list-style-type: none"> (a) The Excess We will not pay any Excess shown in the Schedule. (b) Bodily Injury to any Employee. We will not pay any claim for Bodily Injury to any Employee. (c) Aviation, Marine or Nuclear We will not pay any claim which arises from <ul style="list-style-type: none"> (i) the manufacture, repair, supply or distribution of aircraft or ships, or, with Your specific knowledge, of machinery or components with aviation or marine applications; (ii) Products used in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installations. (d) Pharmaceuticals and drugs We will not pay any claim which arises from the manufacture, making-up, dispensing, supply or distribution of drugs, medicines or pharmaceuticals other than the dispensing, supply or distribution of proprietary preparations in unopened containers as supplied by the manufacturers. (e) Harmful products We will not pay any claim which arises from the manufacture, supply or distribution of Asbestos or Asbestos products, chemicals of an explosive, toxic or noxious nature, or munitions. (f) Heat work away from the Premises We will not pay any claim arising from the use by You or Your directors, partners or Employees, away from the Premises, of any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat unless: <ul style="list-style-type: none"> (i) You carry suitable portable fire extinguisher(s) in full working order and complying with the relevant British Standard; (ii) The area in the immediate vicinity of the work is cleared of all moveable combustible material. Combustible materials which cannot be moved must

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<p>carrying out work;</p> <p>(ii) any building (including landlord's fixtures and fittings therein) hired, let or rented to You but this extension shall not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant;</p> <p>(iii) directors' or Employees' property;</p> <p>(iv) customers' or visitors' property while temporarily on the Premises (except property for alteration, cleaning, inspection, repair, servicing or storage).</p> <p>We will in addition pay costs and expenses incurred with Our consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or court of Summary Jurisdiction, subject to any relevant limits shown in the Additional Cover section on pages 6 onwards.</p>	<p>be covered and protected by overlapping sheets or screens of non-combustible material;</p> <p>(iii) A fire safety check of the working area to discover smoke, smouldering or flames is made at regular intervals during the work and between 30 minutes and 60 minutes after completion of each period of work;</p> <p>(v) Where there is more than one person working at a site where heat is being used, a responsible person is appointed at each site to ensure that the precautions stipulated here are fully observed;</p> <p>(vi) Blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;</p> <p>(vii) The heating of asphalt, bitumen, tar or pitch is carried out in the open in a vessel designed for the purpose, placed on a non-combustible surface.</p> <p>This exclusion does not apply if You can demonstrate that the non-compliance could not have increased the risk of the loss arising.</p> <p>(g) Gradual Pollution We will not pay for any Pollution other than caused by a sudden, identifiable, unintended or unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All such Pollution which arises out of one incident will be deemed to have occurred at the time the incident takes place.</p> <p>(h) Motor vehicles We will not pay any claim arising from the use by You or on Your behalf of any motor vehicle in circumstances to which the Road Traffic Acts apply or for which You insure liability under a more specific policy.</p> <p>(i) Exports to the United States or Canada We will not pay any claim arising from known exports of any Products directly or indirectly to the United States of America or Canada.</p> <p>(j) Advice We will not pay any claim arising from advice, design, specification or treatment</p>

What IS Insured	What IS NOT Insured
	<p>provided by or through You or Your directors, partners or Employees for a fee or in circumstances where a fee would normally be charged.</p> <p>(k) Equipment loaned, leased or hired We will not pay any claim arising from the use of plant or equipment loaned, leased or hired to any other party by You.</p> <p>(l) Aircraft, watercraft and railways We will not pay any claim arising from the ownership, possession or use by You or on Your behalf of:</p> <ul style="list-style-type: none"> (i) any vessel or craft designed to travel through air or space; (ii) hovercraft or watercraft or any other vessel or craft designed to float on or in or travel through water other than hand-propelled watercraft; (iii) any railway, siding or rolling stock. <p>(m) Own property We will not pay any claim arising from Damage to:</p> <ul style="list-style-type: none"> (i) material property owned by You; (ii) material property in Your custody or control or that of Your directors, partners or Employees, other than as insured under (2) (b); <p>(n) Contract Works We will not pay any claim arising from Damage to Contract Works;</p> <p>(o) Defective workmanship We will not pay for Damage to part of any material property on which You or anyone acting on Your behalf is or has been working if the loss or Damage results directly from such work.</p> <p>(p) Product damage or product recall We will not pay any claim in respect of:</p> <ul style="list-style-type: none"> (i) Damage to Products; (ii) the cost of recalling, altering, repairing, replacing or making any refund in respect of Products or Contract Works. <p>(q) Contractual liability We will not pay any claim which arises:</p> <ul style="list-style-type: none"> 1) only because of an agreement relating to: <ul style="list-style-type: none"> (i) the sale or supply of Products; (ii) a building hired, let or rented to You;

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	<p>2) under the terms of any other contract or agreement unless such liability would have attached in the absence of such contract or agreement.</p> <p>(r) Fines or penalties We will not pay any liquidated, punitive or exemplary damages, fines or penalties, including HSE Fees for Intervention.</p> <p>(s) Claims from the United States or Canada We will not pay any claim which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.</p> <p>(t) Asbestos We will not pay any claim directly or indirectly arising out of or resulting from or in consequence or in any way involving the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos: This exclusion shall not apply in respect of such removal, storage or disposal provided that:</p> <ul style="list-style-type: none"> (i) the amount of any claim occurring during any one Period of Insurance shall not exceed £2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the Schedule, whichever is lower; (ii) such activity does not form part of Your usual Business; (iii) the discovery of Asbestos is unintentional and accidental (iv) upon discovery of Asbestos or products made entirely or mainly of Asbestos all work stops immediately (v) an HSE licensed asbestos removal contractor who has Employers' Liability and Public and Products Liability insurances in force that <ul style="list-style-type: none"> (1) provide Limits of Indemnity no less than those stated in the Schedule and (2) do not exclude the work to be carried out is contracted if legally required to make safe the area in which the discovery is made as soon as is practicable.

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	<p>(u) Genetically modified products We will not pay any claim arising from:</p> <ul style="list-style-type: none"> (i) the production, supply of, or presence on the Premises of any genetically modified Products, where liability may be attributed directly or indirectly to the genetic characteristics of the Products. (ii) the spread or the fear of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms. <p>(v) Demolition and construction We will not pay any claim arising from</p> <ul style="list-style-type: none"> (i) demolition, except demolition by You or under Your supervision, of <ul style="list-style-type: none"> (1) buildings or parts of buildings, not more than 10 metres in height, where the work forms part of a contract for reconstruction, alteration or repair by You or (2) other structures not more than 4 metres in height and not forming part of any building. (ii) the construction, alteration, maintenance or repair of blast furnaces, bridges, chimney shafts, colliery overhead winding gear, cranes, dams, docks, gasholders, hangars, reservoirs, steeples, towers and viaducts. (iii) piling, tunnelling, mining, work in tunnels or mines or the making of any excavations exceeding in part a depth of 5 metres. (iv) the use of explosives. <p>(w) Overseas residency We will not pay any claim arising from any action for damages brought against You in any country outside the European Union, the Channel Islands or the Isle of Man in which You occupy Premises or are represented by any resident Employee.</p>

Additional Cover

What IS Insured	What IS NOT Insured
<p>(1) Defence costs</p> <p>We will pay costs and expenses incurred with Our consent by You or Your directors, partners or Employees in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of</p> <ul style="list-style-type: none"> (a) the Health & Safety at Work etc. Act 1974, the Health and Safety Inquiries Procedure Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978; (b) Part II of the Consumer Protection Act 1987; (c) the Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991; (d) Work at Height Regulations 2005; (e) Provision and Use of Work Equipment Regulations 1998 (f) Control of Vibration at Work Regulations 2005 (g) Gas Safety (Installation and Use) Regulations 1998 (h) Dangerous Substances and Explosive Atmospheres Regulations 2002 (i) Construction (Design & Management) Regulations 2007 <p>or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the Business.</p> <p>Any appeal will only be funded by Us if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p>	<p>No cover is provided</p> <ul style="list-style-type: none"> (a) where the proceedings relate to Bodily Injury to an Employee. (b) in respect of fines or penalties of any kind, including HSE Fees for Intervention. (c) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs section of this Policy. (d) where the proceedings have resulted from any deliberate act or omission by <ul style="list-style-type: none"> (i) You or any director, trustee or partner of Yours (ii) any Employee of Yours who has specific responsibility for compliance with the relevant legislation which could reasonably have been expected to constitute a breach of the legislation. <p>The total amount We will pay in respect of any one Event shall not exceed £500,000.</p> <p>We will not pay the VAT element of any claim where You are able to recover VAT.</p>
<p>(2) Defective Premises Act 1972</p> <p>We will pay any costs You become legally liable to pay (in relation to property previously owned or occupied by You) for Your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Bodily Injury or Damage which occurs within a period of seven years from the expiry or cancellation on this Policy.</p>	<p>No cover is provided in respect of the cost of remedying any defect or alleged defect in the premises disposed of.</p> <p>The total amount We will pay in respect of damages for any one Event shall not exceed the Section Limit shown in the Schedule.</p>

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<p>(3) Corporate manslaughter defence costs</p> <p>We will pay legal costs and expenses incurred with Our prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the Business.</p> <p>Provided that</p> <p>(a) where We have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same Event which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by Us will be taken into account in calculating Our liability under this extension,</p> <p>(c) You must obtain Our prior consent before the appointment of any solicitor or counsel who is to act for You and on Your behalf,</p> <p>(d) any appeal will only be funded by Us if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p>	<p>No cover is provided</p> <p>(a) where the proceedings relate to Bodily Injury to an Employee.</p> <p>(b) in respect of any proceedings which result from Your deliberate act or omission or the deliberate act or omission of any trustees, managerial Employees, partners or directors of Yours while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.</p> <p>(c) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</p> <p>The total amount We will pay under this extension shall not exceed £1,000,000 for any Event occurring in any one period of insurance. This limit will form part of and not be in addition to the Section Limit stated in the Schedule.</p> <p>We will not pay the VAT element of any claim where You are able to recover VAT.</p>
<p>(4) Personal representatives</p> <p>Unless We specifically state otherwise in the event of Your death the cover under this section will extend to include Your personal representatives in respect of any legal liability for which You would have been entitled to reimbursement had the claim been made against You.</p>	
<p>(5) Payment to principal</p> <p>Unless We specifically state otherwise, if the following people have a claim made against them for which You would be insured by this Section if the claim were made against You, at Your request We will pay for any amounts for which they are legally liable:</p> <p>(a) any Principal</p> <p>(b) any trustee, partner or Employee of Yours</p> <p>(c) any officer or member of Your canteen, social,</p>	

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<p>sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such</p> <p>(d) any trustee, partner or Employee of Yours in respect of private work carried out with Your prior consent by an Employee for such trustee, partner or Employee provided that such people shall keep to the terms, conditions and limitations of this Policy.</p>	
<p>(6) Cross liabilities</p> <p>If You consist of more than one party (and in the case of partnerships this shall mean each individual partner) this Section shall apply as though each were insured separately provided that the maximum amount payable in respect of damages arising out of one Event shall not exceed the Section Limit shown on the Schedule.</p>	
<p>(7) Compensation for court attendance</p> <p>If We request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy We will provide You with the following rates of compensation for each day, or part of a day, on which attendance is required.</p> <p>Any of Your directors trustees or partners £500 Any Employee £250</p>	

Claims Settlement Provisions

- (i) **We** will not be liable to make a payment under more than one item listed in this Section in respect of **Damage** caused by the same **Event**.
- (ii) **We** will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit and/or **Excess** specified in this section or in the Schedule.

Where **We** are liable to make payments to more than one person the total amount payable to all parties including **You** in respect of damages arising from one **Event** shall not exceed the Section Limit shown in the Schedule.

Please refer to the General Section for full Claims Conditions.



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Company Registration Number: 00078768

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

CC PL Jan 2020