



Farm Policy Public and Products Liability

Section B - Public and Products Liability

The schedule will show if this section applies and the cover is in force

Note: This insurance is provided on a 'Costs in Addition' basis which means that **Legal Costs** are payable in addition to the limit of indemnity specified in the schedule

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below 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 including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Business Activity means the activity stated in the schedule and which is conducted solely from premises in the **Geographical Limits** including

- (a) the ownership repair and maintenance of **Your** property and premises
- (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 or occupied by **You**
- (d) private work undertaken by an **Employee** with **Your** prior consent for a director trustee partner or **Employee of Yours**
- (e) participation in trade shows exhibitions or farmers markets for sale or exhibition of **Your** own **Products** or services
- (f) use of the **Farm** for **Small Events**

but this does not include any work undertaken **Offshore** or any livery activity unless specified on the schedule

Dangerous Activity means any amusement display competition or fund raising activity held on the **Farm** involving activities such as

- (i) fireworks or bonfires
- (ii) inflatable play equipment
- (iii) fairground rides or mechanical or electrical rides of any kind
- (iv) ballooning or flying of any description
- (v) quad bikes go-karts or motor sports of any kind
- (vi) mountain boarding mountain biking or cycling of any kind
- (vii) trampolines gymnastic apparatus zip wires or any apparatus requiring the use of safety harness or ropes to prevent or arrest falls from height
- (viii) circus acts or stunt acts
- (ix) shooting ranges for guns
- (x) pyrotechnical devices
- (xi) animal rides
- (xii) the use of any aircraft hovercraft train watercraft or road vehicle

Data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Injury means **Bodily Injury** wrongful arrest or false imprisonment

Legal Costs means

- (a) claimant's costs and expenses recoverable from **You** in respect of any claim which is the subject matter of indemnity under this policy
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy

incurred with **Our** prior written consent

Offshore means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

Pollution or Contamination means **Bodily Injury** or **Damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

Products means goods (including containers and packaging) not in **Your** custody or control sold supplied manufactured installed erected serviced repaired altered or treated by **You** in connection with the **Business Activity**

Any error in the sale supply or presentation of such goods is included in this definition

Property means material property but this does not include **Data**

Small Events means private family celebrations (such as a birthday or wedding) or a religious festival (such as Christmas) or local celebrations such as fetes festivals or activities arranged by not-for-profit organisations such as clubs community groups village committees and fund raising groups with a maximum of 100 attendees excluding any **Dangerous Activity**

Section B - Public and Products Liability

Cover

We will indemnify **You** against **Your** legal liability to pay damages arising out of

- (a) accidental **Bodily Injury** of any person
- (b) accidental **Damage to Property**
- (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **You** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **Your Business Activity**

happening during the period of insurance and caused either in connection with the **Business Activity** or by **Products**

We will in addition indemnify **You** against **Legal Costs**

Unless **We** specifically state otherwise **We** will also indemnify

- (a) **Your** personal representatives in respect of legal liability incurred by **You**
- (b) at **Your** request
 - (i) any **Principal**
 - (ii) any director trustee partner or **Employee** of **Yours**

in respect of liability for which **You** would have been entitled to indemnity had the claim been made against **You**

- (c) any officer or member of **Your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner or **Employee** of **Yours** in respect of private work carried out with **Your** prior consent by an **Employee** for such director trustee partner or **Employee**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

The total amount **We** will pay in respect of damages for

- (a) any one **Event**
- (b) all **Events** happening during any period of insurance caused by **Products**
- (c) all **Events** arising from **Pollution or Contamination** which **We** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **We** are liable to indemnify more than one person the total amount of indemnity to all parties including **You** in respect of damages arising from one **Event** shall not exceed the limit of indemnity shown in the schedule

Extensions

Each of the following extensions is subject otherwise to the conditions of this policy

1 Cross liabilities

If **You** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **We** will indemnify each party in the terms of this Policy against liability incurred to the other in the same manner and to the same extent as if a separate Policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **Event** not exceeding the limit of indemnity of this Section.

2 Contingent motor liability

Notwithstanding exclusion 4 regarding vehicles **We** will indemnify **You** alone in respect of legal liability for **Bodily Injury** or **Damage** arising out of the use by any **Employee** in the course of the **Business Activity** of any mechanically propelled vehicle which is neither owned by nor provided by **You**

We will not provide an indemnity in respect of

- (a) **Damage** to such vehicle or any **Property** contained or being transported within it
- (b) **Bodily Injury** or **Damage** arising while the vehicle is being driven by **You** or any person who to **Your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
- (c) circumstances where **You** are entitled to indemnity under any other insurance
- (d) **Bodily Injury** or **Damage** arising outside the **Geographical Limits**

3 Defective Premises Act

We will indemnify **You** against legal liability incurred by virtue of 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 of this policy

No indemnity will be provided

- (a) if **You** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

4 Overseas personal liability

We will indemnify **You** and if **You** request any **Employee** director trustee or partner for personal liability for **Bodily Injury** or **Damage** arising other than in connection with the **Business Activity** or any business of the person claiming indemnity while such persons are temporarily outside the **Geographical Limits** in connection with the **Business Activity**

No indemnity will be provided by this extension

- (a) for any liability which attaches solely because of a contract
- (b) for any liability arising out of the ownership or occupation of land or buildings
- (c) where indemnity is provided by any other insurance
- (d) for any liability arising from any craft designed to travel in on or through water air or space
- (e) for any liability arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter

Section B - Public and Products Liability

We will in addition indemnify **You** against **Legal Costs**

The total amount **We** will pay for damages for any one **Event** is £5,000,000

5 Compensation for court attendance

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 on which attendance is required

Any of **Your** directors trustees or partners £500

Any **Employee** £250

6 Corporate manslaughter defence costs

We will indemnify **You** in respect of legal costs and expenses incurred with **Our** prior written 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 Activity**

Provided that

- (a) **Our** liability under this extension shall not exceed £1,000,000 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 schedule
- (b) if this policy provides Legal Expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal Expenses section
- (c) where **We** have already provided an indemnity in respect of any **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
- (d) **We** must consent in writing to the appointment of any solicitor or counsel who is to act for **You** and on **Your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)
- (ii) 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 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
- (iii) 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

7 Defence costs

We will subject to the limit of indemnity indemnify **You** in respect of

- (a) **Legal Costs** and expenses incurred with **Our** written consent
- (b) costs awarded against **You**

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of

- (i) the Health & Safety at Work etc. Act 1974
- (ii) Part II of the Consumer Protection Act 1987
- (iii) the Food Safety Act 1990

alleged to have been committed during the period of insurance in connection with the **Business Activity**

No indemnity will be provided by this extension

- (a) where indemnity is provided by any other insurance
- (b) in respect of fines or penalties of any kind
- (c) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (d) where the proceedings have resulted from any deliberate act or omission by
 - (i) **You** or any director trustee or partner
 - (ii) any **Employee** who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation

The total amount **We** will pay in respect of any one **Event** shall not exceed £500,000

Section B - Public and Products Liability

Exclusions

No indemnity will be provided in respect of

- (1) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services
- (2) any liability arising from **Bodily Injury** to any Employee **caused** in connection with the **Business Activity**
- (3) any liability arising from **Damage to Property** which is owned or held in trust by **You** or which is in **Your** custody or control except for
 - (a) personal effects including vehicles and their contents belonging to **Employees** directors trustees partners or visitors
 - (b) premises and their contents not owned by leased or rented by **You** at which **You** are undertaking work in connection with the **Business Activity**
 - (c) premises including fixtures and fittings hired by or leased rented or borrowed by **You** but **We** shall not be liable for
 - (i) any liability arising solely under the terms of any contract or agreement
 - (ii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **You** or on **Your** behalf of
 - (a) any mechanically propelled vehicle where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation
This exclusion does not apply in respect of
 - (i) the use of plant as a tool of trade
 - (ii) the use of plant at **Your** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to **You** which is interfering with the execution of the **Business Activity**
 - (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled watercraft of less than 5 metres in length whilst operated on inland waterways within the **Geographical Limits**
- (5) any liability arising directly or indirectly from **Pollution or Contamination** unless the **Pollution or Contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance

For the purposes of this exclusion all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design specification or treatment provided by or through **You** or **Your** directors partners or **Employees**
- (7) **Damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **Product** supplied or contract work executed by **You** which is caused by
 - (a) a defect
 - (b) its unsuitability for its intended purpose
- (8) any liability arising from any contract in respect of **Products** supplied or contract work executed by **You** unless liability would have attached in the absence of that contract
- (9) the costs of remedying any defect or alleged defect in premises which **You** have disposed of

- (10) (a) fines or penalties
 - (b) liquidated damages
 - (c) any compensation awarded by a court of criminal jurisdiction
 - (d) multiplied aggravated exemplary or punitive damages
- (11) any liability arising from
 - (a) the ownership or use by **You** or on **Your** behalf of any premises situated in the United States of America or Canada
 - (b) **Products** sold or supplied on **Your** behalf from any premises situated in the United States of America or Canada
 - (c) **Products** exported by **You** or on **Your** behalf to the United States of America or Canada
- (12) any claims which arise 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 or Canada or from any proceedings to enforce a judgement in such an action
- (13) any liability arising from
 - (a) **Products** incorporated in any craft designed to travel through air or space
 - (b) **Products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **Products** incorporated in mechanically propelled vehicles which could affect their safety
 - (d) **Products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **You** for that purpose
- (14) any liability arising from the supervision or execution of any manual work or contract undertaken outside the **Geographical Limits**
- (15) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **Asbestos**
 However this shall not apply where removing handling or disposing of **Asbestos** does not form part of **Your** usual **Business Activity** or any contract work undertaken and
 - (a) **You** have complied with any legal obligations to manage **Asbestos** and
 - (b) any discovery of **Asbestos** by **You** is unintentional and accidental and
 - (c) whereupon discovery of **Asbestos** all work immediately stops and
 - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **Your** policies and which do not exclude the work to be carried out
- (16) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **Asbestos**
- (17) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
- (18) any liability arising from the manufacture making-up dispensing supply or distribution of fertilisers or feedstuffs other than the dispensing supply or distribution of proprietary preparations in unopened containers as supplied by the manufacturers
- (19) any liability arising from the production supply of or presence on the **Farm** of any genetically modified **Products** where liability may be attributed directly or indirectly to the genetic characteristics of the **Products**

Section B - Public and Products Liability

- (20) any liability arising from the spread the fear of spread the threat of spread or the fear of threat 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
- (21) **Damage** to that part of any **Property** on which you or anyone acting on your behalf is or has been working if the **Damage** results directly from such work
- (22) any loss **Damage** liability or **Injury** arising from agricultural or haulage contracting riding schools or the hire of horses market stalls or the provision of amusement parks unless specifically mentioned in the **Business Activity** described in the schedule
- (23) the first £250 of any claim for **Damage** to Third Party Property caused by any wind turbines or ground mounted solar panels and associated equipment

FP PL July 2018



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU
Tel: 01872 277151
Fax: 01872 223053

email: enq@cornishmutual.co.uk
www.cornishmutual.co.uk

