

PUBLIC & PRODUCTS LIABILITY INSURANCE

Insuring Agreements (what is covered)

(Applicable to this Public & Products Liability Section only)

In accordance with the exclusions, conditions and definitions of this **Policy** the **Insurer** agrees:

1. to indemnify the **Insured** for their legal liability to pay **Compensation**; and
2. **Costs and expenses** incurred with **Our** consent;

as a result of

1. a) accidental **Bodily Injury** to any person other than any **Employee**; or
2. b) accidental **Property Damage**; or
3. c) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water:

caused by an **Occurrence** during the **Period of Insurance**, in connection with the **Business** and within the **Territorial Limits**.

Extensions of cover

(Applicable to this Public & Products Liability Section only)

1. Defective Premises Act

- 1.1. The **Insurer** will **Indemnify** the **Insured** in the terms of this **Policy** against legal liability 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 respect of **Bodily Injury** or damage occurring within a period of six years from the expiry or cancellation of this Policy.
- 1.2. This **Indemnity** does not apply to any costs or expenses incurred in repairing, replacing or making any refund or payment in respect of any such premises.
- 1.3. The **Insurer** will not be liable under this extension if the **Insured** is entitled to **Indemnity** under any other insurance.

2. Consumer Protection Act

2.1. The **Insurer** will **Indemnify** the **Insured** up to the limit of indemnity in respect of

- 2.1.1. the costs of prosecution awarded against the **Insured** and any the **Insured's Employees**; and
- 2.1.2. legal fees and expenses incurred with **Our** consent;

in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

2.2. The **Indemnity** will not apply:

1. 2.2.1. where **Indemnity** is provided by any other insurance;
2. 2.2.2. in respect of proceedings resulting from any deliberate act or omission.

3. Contingent Vehicle Liability

3.1. Despite "Exclusion 7" of this Section of this **Policy** and provided the **Insured** is not more specifically insured under any other **Policy** the **Insurer** will **indemnify** the **Insured** in the terms of this **Policy** in respect of **Bodily Injury** or **Property Damage**:

1. 3.1.1. caused by any **Vehicle** owned by or in the possession of or being used by or on behalf of the **Insured** which is:
 1. not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;
 2. designed or adapted primarily for use as a tool but this indemnity will not apply to liability in respect of which any road traffic legislation requires insurance or security.
2. 3.1.2. arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**;

but the **Insurer** will not **Indemnify** the **Insured** against legal liability resulting from a **Vehicle** being used outside the **United Kingdom**.

Limit of Indemnity

(Applicable to this Public & Products Liability Section only)

The liability of the **Insurer** under this Section of this **Policy** in respect of any one **Claim** will not exceed the applicable limit of indemnity specified in the **Schedule**, except that:

1. **the Insurer's aggregate liability in respect of Products Liability during any Period of Insurance will not exceed the limit of indemnity specified in the Schedule;**
2. **Costs and expenses will be payable;**

i) in addition to the applicable limit of indemnity specified in the Schedule; but;

ii) in respect of the acts or omissions of persons normally resident in the territories specified in subparagraph 35.1 of "General Definitions - 35" whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada **Costs and expenses** will be payable in addition to the applicable limit of indemnity up to a further amount equal to the applicable limit of indemnity;

unless this insurance is specifically endorsed to the contrary.

Exclusions (what is not covered)

(Applicable to this Public & Products Liability Section only)

The **Insurer** will not **Indemnify** the **Insured** against legal liability:

1. directly or indirectly arising out of **Bodily Injury** to any **Employee** arising out of or in the course of

employment by **You** in the **Business**.
2. for damage to property owned, leased or hired by or under hire purchase or loaned to the **Insured** or otherwise in the **Insured's** or the **Insured's Employees** care, custody or control, but this exclusion does not apply to:
 1. premises (including its contents) and other property temporarily occupied by the **Insured** for the purpose of the **Sport**;
 2. **Employee's** and visitor's clothing and personal effects for an amount not exceeding £10,000 GBP. In respect of any such **Occurrence** the **Insured** will bear the first £100 GBP of each and every claim;
 3. premises occupied under a lease by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion the **Insured** will bear the first £100 of each and every claim.
3. for malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
4. for damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any

Product or component part.
5. caused by or arising out of any **Products** which

to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or

are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, airplane device, hovercraft or waterborne craft or for marine or aviation purposes.
6. arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the **Insured** of:
 1. 6.1. any **Aircraft** or hovercraft, or
 2. 6.2. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or
 3. 6.3. any **Watercraft** or vessel exceeding 8 metres in length; but this Exclusion 6.3 will not apply with respect to operations by independent contractors.
7. arising out of the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
8. of any **Insured** directly or indirectly arising out of:
 1. 8.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**.
 2. 8.2. sexual assault, sexual harassment, or rape

3. 8.3. actual or alleged **Abuse or Molestation**, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.

9. arising out of the giving or failure to give professional advice or service by the **Insured** or any error or omission in the giving of professional advice or service but this exclusion does not apply to the rendering of first aid or medical services on the **Insured's** premises by **Medical Persons** employed by the **Insured**.
10. arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured** except;

10.1. an alteration or addition not exceeding in cost the sum of £25,000 GBP; and/or 10.2. demolition of a building or structure exceeding 10 metres in height.

11. arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
12. arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation.
13. for any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in the Sport, match or practice of any **Category 4 Sports** unless specified in the **Schedule**.
14. directly or indirectly arising from **Fungus, Mildew and Mold**. This exclusion includes but is not limited to:
 1. 14.1. **Bodily Injury, Property Damage** or medical payments arising out of, resulting from, caused by,

contributed to by the existence, inhalation or exposure to any **Fungus/fungi** and/or Spore(s);
 2. 14.2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus/fungi** or Spore(s); or
 3. 14.3. Any obligation to share with or repay any person, organisation or entity related in any way to items 14.1 and 14.2 above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Bodily Injury** or **Property Damage**.
15. Any actual or alleged liability for any **Claim** in respect of loss or losses directly or indirectly arising out of, resulting from, caused by or contributed to by asbestos in whatever form or quantity.
16. Any liability arising from an **Act of Terrorism**, including liability for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
17. arising out of any actions for defamation, libel, slander or breach of copyright.
18. for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C, Cancer or Chronic Traumatic Encephalopathy (CTE) in any form, howsoever these illnesses may have been acquired or may be named.
19. for any form of performance, surety, credit or financial guarantee.
20. for any **Claims** caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar

operation in which welding equipment is used.

21. for any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.
22. for any liability directly or indirectly based upon, arising out of, or attributable to:
 - 22.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning; 22.2. the presence of artificial sun tanning equipment on the **Insured's** property.
23. caused by or arising out of
 - 23.1. advice, design or specification given by the **Insured** for a fee; or
 - 23.2. professional services rendered by the **Insured** or on the **Insured's** behalf.

24. Communicable disease

(This exclusion is applicable to the Public & Products Liability Section only.)

It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease. Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Conditions

(Applicable to this Public & Products Liability Section only)

These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We reserve the right** to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

1. In the event of an **Occurrence**, the **Insured** must as soon as reasonably practicable take at its own expense all reasonable steps, including recall of any of the **Insured's Products**, to prevent other **Bodily Injury** or **Property Damage** from arising out of the same or similar conditions. Such expense will not be recoverable under this **Policy**.
2. The **Insurer** must be permitted but will not be obliged to inspect the **Insured's** property and operations at any time after giving reasonable notice. Neither the **Insurer's** right to make inspections nor the making of an inspection nor any inspection report will constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that the property or operations are safe. The **Insurer** may after giving reasonable notice examine and audit the **Insured's** books and records at any time during the **Period of Insurance** and extension of the **Period of Insurance** within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.
3. The inclusion of more than one person or organisation as **Insured** under this **Policy** will not in any way remove the right of any one insured person or organisation to claim against another. This provision however will not under any circumstances operate to increase or aggregate the limit of indemnity stated in the **Schedule**.
4. All employees and volunteers must have passed The Disclosure Barring Service checks. If this Condition is not complied with, the policy coverage will not be operative.
5. In respect of sports coaching; all coaches must be suitably qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such a formal qualification does not exist, coaches must possess a minimum of three years' practical coaching experience for the sport in question.
6. All sub-contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity that matches the overlying Public Liability limit on the Policy throughout the duration of their contract with You.

You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.

- 7. These are conditions of the insurance that You must meet as Your part of this contract. If You do not meet these conditions, the Insurer may need to reject a claim payment or a claim payment maybe reduced. In some circumstances Your Policy may not be valid.**

Fire safety Condition

If Your premises or any part of Your premises to which this Insurance applies are in:

England or Wales

and Your premises are or become subject to the Fire Safety Order 2005 or orders made under that Act then a 'responsible person' must carry out, and keep up to date, a risk assessment and implement appropriate measures to minimise the risk to life and property from fire;

Scotland

and Your premises are or become subject to the Fire Safety (Scotland) Regulations 2006 or orders made under those regulations then those persons with responsibility for Your premises must ensure the safety of others by putting in place appropriate fire safety measures based on an assessment of risk;

Northern Ireland

and Your premises are or become subject to the Fire and Rescue Services (Northern Ireland) Order 2006 ("FRS") or the Fire Safety Regulations (Northern Ireland) 2010 or orders made under those regulations then: a fire risk assessment must be undertaken by the responsible person as required by the FRS; and the appropriate person with control over Your premises must take responsibility for ensuring those premises reach the required fire safety standard;

Fire Doors Condition

You must keep all doors and/or fire escapes unlocked and free of obstructions at all times during the opening hours of the Business.

Local Authority Licence condition

You must under this Insurance obtain when necessary a licence from the local Authority to operate Your Business at the premises as stated in the Schedule.

If such licence is withdrawn or refused then the Cover provided by this Insurance shall cease automatically.

