

The General terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p>This also includes a claim against <b>you</b> for property damage occurring during the period of insurance to any item being worked on, maintained, repaired, restored or cleaned by <b>you</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p>

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

#### Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

#### Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

#### Additional cover

##### Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

#### What is not covered

##### Property for which you are responsible

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. employees or visitors' vehicles or effects while on **your** premises;
  - b. any premises, including their contents, which are not owned or rented by **you** or **your** family, where **you** are temporarily carrying out **your business**;
  - c. any premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
  - d. any item being worked on, maintained, repaired, restored or cleaned by **you** but only where:
    - i. such item is not more specifically insured under another section of this policy; and
    - ii. the loss or damage is not due to unexplained disappearance; and
    - iii. the loss or damage can be identified as resulting from a single incident.

However, **we** will not make a payment for any claim or loss arising directly or indirectly from **your** occupation of **your** normal place of residence.

The **excess** which applies to each and every claim for loss of or damage to any item being worked on, maintained, repaired, restored or cleaned by **you** is £250 or 10% of the settlement value of the claim, whichever is the greater, and not the standard **excess** shown in the schedule for this section.

2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

##### Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

Pollution	4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b> ; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b> ; b. any <b>pollution</b> occurring in the United States of America or Canada.
Computer virus	5. transmission of a computer <b>virus</b> .
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> other than the provision of tuition or craft skills, recipes, patterns or assembly instructions by <b>you</b> to customers of <b>your business</b> .
Your products	7. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts. 8. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b> ; b. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b> .
Inefficacy	9. <b>inefficacy</b> .
Deliberate or reckless acts	10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	12. <b>date recognition</b> .
War, terrorism and nuclear	13. <b>war, terrorism or nuclear risks</b> .
Asbestos	14. <b>asbestos risks</b> .
Use of heat away from your premises	15. any work involving the use of or application of heat using gas filled canisters or bottles with a capacity exceeding 250g away from your premises unless: a. before starting work involving the use or application of heat: i. <b>you</b> shall record and follow a written risk management plan, which has been created prior to the work commencing, which makes adequate provisions for the safety of all persons and property; ii. <b>you</b> will be responsible for fire safety and for ensuring all necessary precautions as prescribed in the written risk assessment are complied with; iii. <b>you</b> and any of <b>your</b> employees who are present will be fully aware of the written risk assessment and the location of the venue's fire alarms, if any, and appropriate fire extinguishers, in proper working order, must be kept within ten metres of the use of or application of heat; iv. <b>You</b> shall examine all property within five metres of the use of or application of heat and ensure that all combustible materials are removed from this area. Combustible materials which cannot be removed must be covered and fully protected by screens of non-combustible material; v. all equipment is used strictly in accordance with the manufacturer's instructions, including not being lit until immediately before use and extinguished immediately after use. No piece of lighted equipment shall be left unattended; and b. after completing work involving the use or application of heat <b>you</b> shall examine all property within five metres of the use of or application of heat and ensure that there



**Craft insurance**  
**Public and products liability**  
Policy wording

are no flames or signs of smouldering materials.

Working at height	15. any work undertaken where <b>you</b> are at a height exceeding three metres from ground level when outside a building or structure or three metres from floor level when inside a building or structure.
Abuse or molestation	16. <b>abuse or molestation.</b>  B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

### Special limits

Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule.  <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .				
Court attendance compensation	<b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <table border="0" style="margin-left: 20px;"> <tr> <td>1. <b>You</b> or <b>your</b> partner or director</td> <td style="text-align: right;">£250</td> </tr> <tr> <td>2. Any other employee</td> <td style="text-align: right;">£100</td> </tr> </table> <p>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.</p>	1. <b>You</b> or <b>your</b> partner or director	£250	2. Any other employee	£100
1. <b>You</b> or <b>your</b> partner or director	£250				
2. Any other employee	£100				
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .				

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**Your obligations**

If a problem arises

1. **We** will not make any payment under this section unless:
  - a. **you** notify **us** promptly of any claim or threatened claim against **you**.
  - b. **you** notify **us** within 7 days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

By email to: liability.claims@hiscox.com; or

By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne, ME10 1PE.
  - c. **you** notify **us** as soon as practicable of:
    - i any threatened criminal action by any governmental, administrative or regulatory body.
    - ii any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Correcting problems

**You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.