



# Public and Products liability

Summary of Cover

AXA Business Insurance

**keyfacts**®

## About this document

This document provides details of the key features and any significant exclusions and conditions of Public and products liability insurance only. You can find the full terms and conditions of the cover in the policy document.

This information is provided to you for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request or online at <https://secure.axainsurance.com/login/my-axa-account/>.

It does not include any details of any other covers which are available within AXA Business Insurance.

## Features and benefits

Public liability section only
Legal liability to pay claims and associated legal costs for accidental bodily injury, loss or damage to material property, obstruction, nuisance or wrongful arrest in connection with the business
Includes cover for legal costs and expenses in connection with any alleged breach of statutory duty under health and safety, consumer protection or food safety legislation
Includes cover for legal costs and expenses in connection with any criminal inquiry into, or court proceedings brought against you, for manslaughter, corporate manslaughter, corporate homicide or culpable homicide
Includes cover for your legal liability to pay compensation under Data Protection legislation
Includes cover for your legal liability for accidental bodily injury, loss or damage to material property arising from any sudden or unexpected incident of pollution or contamination
Compensation paid to you where court attendance is required of any director, partner, principal or employee in relation to a claim that is covered by this insurance

## Limits of cover available

- The most we will pay is the limit of indemnity that you select. You may choose from limits of indemnity between £1,000,000 and £5,000,000. The costs incurred in investigating, defending or settling the claim are paid in addition to the limit of indemnity.
- There is no limit on the number of claims that can be made in any one period of insurance (note that some sections of cover restrict the amount we will pay in any one insurance period).

## Significant or unusual exclusions or limitations

Exclusion or limitation	Section
Aircraft or watercraft exclusion	Public and product liability
Exclusion of liability arising from work in or on aircraft/watercraft, or at airports or aerodromes in areas with aircraft access	
Asbestos exclusion	
Design, advise and treatment exclusion	
Damage to products exclusion	
Electronic data exclusion	
Exclusion of bodily injury to an employed person	
Exclusion of damage to property owned or in your custody and control	
Exclusion of legal liability for which compulsory motor insurance is required	
Exclusion of liquidated damages, fines, penalties and punitive damages	
Exclusion of work outside the UK other than temporary work by a non-manual employed person	
North American exclusion	
Manual work exclusion (additional cover available for selected occupations)	
Offshore exclusion	
Pollution and contamination exclusion (other than for sudden or unforeseen incidents)	
Radioactive contamination exclusion	
Rectification of defects exclusion	
You must notify us immediately if the number of people employed in your business changes.	

## Standard excesses

Section of cover	Excess
Public and product liability	There is no standard excess under the public liability section. Your policy schedule will include details of what excess applies to you for each and every claim under this section

### Policy duration

This is an annually renewable policy

### Applicable law

You and we can choose the law that applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise the Law of England and Wales will apply to this policy.

### Your cancellation rights

If you're not satisfied with your policy you can contact us within 14 days of receipt of your documents and you'll be entitled to a full refund – as long as your cover hasn't started yet. If your cover has started, you'll receive a proportional refund based on the cover you haven't used yet.

If you cancel after 14 days, you'll receive a proportional refund based on the cover you haven't used yet – but you'll also have to pay a cancellation fee of £35.

In all cases, if you've made a claim or a claim's been registered against you before you cancel, you won't be entitled to a refund – and the £35 cancellation charge will still apply.

### Making a complaint

If you have a complaint about your policy you should contact us.

If your complaint relates to a claim on your policy please contact the department dealing with your claim.

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

### Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy)

If you do not have access to the internet please contact us and we will send you a printed copy.

### Financial Services Compensation Scheme (FSCS)

AXA Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event that we cannot meet our obligations to you. This depends on the type of insurance, size of your business and the circumstances of your claim. Further information about the compensation scheme arrangements is available from the FSCSC ([www.fscs.org.uk](http://www.fscs.org.uk))

The European Commission has also provided an Online Disputes Resolution Service for logging complaints. To use this service please go to <http://ec.europa.eu/odr>