



# Public liability section – Tradesmen

AXA Business Insurance

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## Public liability section – Tradesmen

Your schedule will show if this section is covered

### Meanings of defined terms

These definitions apply to this section and are in addition to the policy definitions that have already been described in the Essential Information document. If a word or phrase has a defined meaning it will be underlined and will have the same meaning wherever it is used in this section



#### Additional persons insured

- 1) The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
- 2) At your request
  - a) any principal for whom you are completing a contract for the performance of work, to the extent required by the contract conditions
  - b) any director or employed person of yours in connection with the business
  - c) any officer or member whilst undertaking their duties in connection with your
    - i) canteen, sports, social, educational or welfare organisations
    - ii) fire, security, first aid, medical or ambulance services
  - d) any director or officer of yours for whom private work is undertaken by any employed person, with your prior consent.

We will only provide cover if each person keeps to the terms, exclusions and conditions of this section.



#### Bodily injury

Death, bodily injury, illness or disease.



#### Claim costs

Costs and expenses

- 1) of any claimant whom you or any of the additional persons insured become legally liable to pay
- 2) incurred with our prior written consent, to investigate or defend a claim against you or any of the additional persons insured and this will include solicitor's fees at
  - a) any coroner's inquest or fatal accident inquiry
  - b) summary court proceedings.



#### Contractual liability

Legal liability assumed by you under the express or intended terms of any contract or agreement that restrict your right of recovery, or increase your liability at law beyond that applicable in the absence of those terms.



#### Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software



#### Event

Claim or series of claims against you or any of the additional persons insured as a result of or attributable to a single source or the same original, repeated or continuing cause.



#### Hazardous locations

- 1) railways or railway installations
- 2) docks or harbours
- 3) quarries, mines or collieries
- 4) chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities
- 5) power stations or nuclear plant
- 6) bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples.



#### Hot work

Any work that requires the use of, or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.



#### Limit of indemnity

The amount shown in your schedule as the limit of indemnity.



## **Manslaughter costs**

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.



## **Offshore**

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.



## **Pollution or contamination**

Pollution or contamination of buildings or other structures or of water, land or the atmosphere. Loss, damage or bodily injury directly or indirectly caused by such pollution or contamination



## **Safety legislation costs**

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the policy territories.



## **Terrorist act**

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

## What is covered

What is covered	What is not covered
<b>Additional business activities cover</b>	
<p>The cover under this section includes the following activities of the <u>business</u></p> <ol style="list-style-type: none"><li>1) providing and managing amenities for the benefit and welfare of <u>employed person(s)</u></li><li>2) owning, repairing, maintaining and decorating <u>your own property or premises you use</u></li><li>3) providing and managing facilities primarily used for fire prevention, safety or security at <u>your premises</u></li><li>4) maintaining and repairing vehicles and machinery owned or used by <u>you</u></li><li>5) private work <u>you allow employed persons to do for your directors, partners or officers</u>, as long as this work is done with <u>your prior permission</u></li><li>6) the sale or disposal of <u>business assets</u></li></ol>	
<b>Awards of damages cover</b>	
<p>We will pay the amount of damages for which <u>you</u>, or any of the <u>additional persons insured</u>, are liable at law and <u>claim costs</u> in respect of accidental</p> <ol style="list-style-type: none"><li>1) <u>bodily injury</u> to any person</li><li>2) loss of or damage to material property</li><li>3) obstruction, trespass, nuisance or interference with any right of way, air, light or water</li><li>4) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy</li></ol> <p>occurring during the <u>period of insurance</u> in connection with the <u>business</u>.</p>	
<b>Claims costs cover</b>	
<p>We will pay <u>claim costs</u> in connection with a claim for which an award of damages is paid or may be payable under this section, but we will not pay <u>claim costs</u> for any part of a claim not covered by this section.</p>	
<b>Compensation for court attendance cover</b>	
<p>We will compensate <u>you</u> at a rate of</p> <ol style="list-style-type: none"><li>1) £500 per day for any director or partner</li><li>2) £250 per day for any <u>employed person</u></li></ol> <p>for each day that <u>we</u> request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.</p>	

## What is covered

## What is not covered

### Contingent motor liabilities cover

We will pay the amount of damages for which you are liable at law and claim costs in respect of accidental

- 1) bodily injury
- 2) loss of or damage to material property not owned or held in trust by you or in your custody or control occurring during the period of insurance and arising out of
  - a) the use by an employed person of their own motor vehicle within the European Union
  - b) the movement of any motor vehicle, not owned by, or provided by you, or an employed person that is preventing access to, or causing an obstruction within your premises or any site at which you are working

and the Road Traffic Act exclusion in this section will not apply to such liability provided that we will not make any payment

- i) for loss of or damage to any motor vehicle referred to in a) or b)
- ii) unless the motor vehicle is being driven with your permission and you have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- iii) where cover is provided by another insurance policy.

### Cross liabilities cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate policy had been issued to each, but the total amount payable by us on behalf of all shall not in any circumstances exceed the limit of indemnity.

### Data Protection cover

If you are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) we will cover you in respect of your legal liability to pay compensation for damage or distress occurring during the period of insurance in the course of the business

The maximum amount we will pay in total during any one period of insurance is £250,000.

We will not cover

- 1) recording or providing information for reward or for working out the financial status of any person
- 2) a deliberate act or failure

### Defective Premises Act cover

We will pay the amount of damages for which you are liable at law and claim costs in respect of accidental bodily injury or loss of or damage to material property, occurring during the period of insurance arising out of premises you have disposed of but had previously owned in connection with the business

We will not cover loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability for which you are covered under any other insurance policy.

## What is covered

## What is not covered

### Manslaughter costs cover

We will pay for manslaughter costs, as a result of any death occurring during the period of insurance, in circumstances where there is also a claim or potential claim against you or any of the additional persons insured for damages covered by this section.

You must obtain our prior consent to legal representation and we will only agree to payment on a fee basis agreed by us.

If a claim for damages is settled or is withdrawn we will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and you wish to appeal against conviction, we will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If we have consented to legal representation at court proceedings, we will also pay the legal costs of prosecution awarded against you in connection with the proceedings.

The most we will pay for manslaughter costs and costs awarded against you, or any person entitled to cover under this section, in total, as a result of all occurrences, in total during any one period of insurance, is £1,000,000.

We will not cover

- 1) fines, penalties or awards of compensation imposed by a criminal court
- 2) costs and expenses of implementing any remedial order or publicity order
- 3) costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5) costs and expenses insured by any other policy
- 6) costs and expenses of any investigation or prosecution brought other than under the laws of the policy territories

### Personal liability cover

At your request, we will pay the amount of damages for which any of your directors, partners or employed persons or their spouse or children are liable at law and claim costs, in respect of accidental

- 1) bodily injury
- 2) loss of or damage to material property, not owned by or held in trust by you or them, or in your or their custody or control

occurring during the period of insurance, incurred in a personal capacity during temporary visits anywhere in the world in connection with the business.

Other than

- a) arising out of the ownership or occupation of land or buildings
- b) where cover is provided under any other insurance
- c) in circumstances which a policy or section exclusion applies.

## What is covered

## What is not covered

### Safety legislation costs cover

We will pay for safety legislation costs, as a result of any bodily injury or loss or damage to material property occurring during the period of insurance, in circumstances where there is also a claim or potential claim against you or any of the additional persons insured, for damages covered by this section.

You must obtain our prior consent to legal representation and we will only agree to payment on a fee basis agreed by us.

If a claim for damages is settled or is withdrawn we will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and you wish to appeal against conviction, we will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If we have consented to legal representation at court proceedings, we will also pay the legal costs of prosecution awarded against you in connection with the proceedings.

The most we will pay for safety legislation costs, in total during any one period of insurance, is £1,000,000.

We will not cover

- 1) fines, penalties or awards of compensation imposed by a criminal court
- 2) costs and expenses of an appeal against improvement or prohibition notices
- 3) costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety legislation costs already incurred
- 4) costs and expenses insured by any other policy
- 5) costs and expenses of any investigation or prosecution brought other than under the laws of the policy territories

### Temporary employee cover

The total number of directors, partners or employed persons ordinarily working in connection with the business is shown in your schedule. However if employed persons are engaged on a temporary basis and the total number of working days for all temporarily employed persons in any one period of insurance is less than 50 days, the cover under this section will automatically be provided and you do not need to pay an additional premium or change the number of people shown in your schedule



## What is covered

## What is not covered

### Limit of indemnity

- 1) The public liability limit of indemnity shown in your schedule is the maximum amount we will pay for all damages arising from one event.
- 2) The public liability limit of indemnity is also the maximum amount we will pay for all damages as a result of all occurrences during any one period of insurance caused by or originating from
  - a) pollution and contamination
  - b) terrorist act

If we cover more than one person, firm, company or organisation, the amount payable by us in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in your schedule.

We will pay claim costs in addition to the limit of indemnity applicable to the claim or claims

In respect of any claim or claims, we may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. We will not then be liable to make any further payment in respect of the claim or claims. If we have agreed to pay claim costs in addition to the limit of indemnity, we will pay the costs incurred before the date of the claim payment.

## What is not covered



### Aircraft and watercraft exclusion

We will not cover legal liability arising from you owning, possessing or using any

- 1) aircraft
- 2) watercraft or hovercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon).



### Airside exclusion

We will not cover legal liability arising in connection with work undertaken in or on

- 1) aircraft or watercraft
- 2) airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access.



### Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by

- 1) inhalation or ingestion of asbestos
- 2) exposure to or fear of the consequences of exposure to asbestos
- 3) the presence of asbestos in any property or on land

investigating, managing, removing, controlling or remediation of asbestos



### Damage to own goods supplied or own works exclusion

We will not cover loss of or damage to goods or materials supplied or for use by you, or any work, process or other operation that you or anyone on your behalf are carrying out or have completed.

This exclusion will not apply to goods, materials or work, process or other operation previously supplied, used, carried out or completed under a separate contract.



### Design and advice exclusion

We will not cover legal liability arising from advice, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or given for a fee.



### Electronic data exclusion

We will not cover claims caused by or arising from

- 1) authorised or unauthorised transmission of electronic data
- 2) the content of any website, your email, intranet or extranet
- 3) loss, distortion, erasure, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality, failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.



### Employed persons bodily injury exclusion

We will not cover bodily injury sustained by any employed persons arising out of and in the course of their employment with you.



### Excess exclusion

We will not cover you for the amount of the excess shown in your schedule.



### Fines and penalties exclusion

We will not cover liquidated damages, fines and penalties.



### Foreign manual work exclusion

We will not cover legal liability arising outside the policy territories, except in respect of temporary visits elsewhere, by persons ordinarily resident within the policy territories, where no manual work is involved.



### Hazardous locations exclusion

We will not cover legal liability arising in connection with any work in, or on hazardous locations.



### Offshore exclusion

We will not cover legal liability arising in connection with any work offshore.

# What is not covered



## Pollution and contamination exclusion

We will not cover legal liability arising from pollution or contamination, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident will be considered to have happened at the time the incident takes place.



## Property under your control exclusion

We will not cover loss or damage to property owned by you or which is held in your care, custody or control.

But we will cover

- 1) premises which are leased, let, rented, hired or lent to you, as long as a tenancy or other agreement does not
  - a) a. give rise to contractual liability
  - b) b. say that loss or damage must be insured under a property insurance policy arranged by you or on your behalf
- 2) premises including contents which are not owned or rented by you, where you are temporarily carrying out work in connection with the business
- 3) employed persons or visitors vehicles or effects while on your premises.



## Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the policy territories.



## Radioactive contamination exclusion

We will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.



## Recall/refunds exclusion

We will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of goods or materials supplied or used.



## Rectification of defects exclusion

We will not cover

- 1) the cost or value of any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken
- 2) expenditure incurred by anyone in
  - a) a. investigating, or providing a remedy for
  - b) b. removing, reinstating, replacing, reapplying or rectifying any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.



## Road Traffic Act exclusion

We will not cover legal liability arising out of the ownership, possession or use by you or on your behalf or use by any of the additional persons insured of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.



## War risk exclusion

We will not cover any damage, expense, liability, loss, claim or proceedings caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation nationalisation or requisition or seizure or destruction of or damage to property by or under the order of any government or public authority.

### Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of this section.

Conditions may specify circumstances whereby non-compliance will mean that you will not receive payment for a claim. However you will be covered and we will pay your claim if you are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact us



#### Hot work precautions condition

It is a condition that the following precautions must be complied with each time that hot work is undertaken away from your premises

- 1) the area where the work is to be completed must be cleared of all combustibles
- 2) combustible floors and other combustible property which cannot be moved, must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- 3) where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material must be removed
- 4) at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5) no heat producing equipment is to be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- 6) a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after completion of each period of work.

If you do not comply with this condition you will not be covered and we will not pay your claim.