



**COMBINED MARKET TRADERS**  
INSURANCE ASSOCIATION



# Market Traders Liability Insurance Policy Wording

March 2026



# General Introduction Section

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## Welcome to AXA

Thank you for choosing AXA. Please read carefully all documents that **we** have provided and keep them in a safe place.

**Your policy** is underwritten by AXA Insurance UK plc and arranged by Hayes Parsons Limited trading as Combined Market Traders Insurance Association and CMTIA.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact CMTIA.

## Your policy

**Your policy** is divided into a number of sections. The sections of cover that apply in addition to the 'General introduction section' are shown under 'Your cover summary' which is in the schedule. 'Your cover summary' contains a list of sections available, but only those shown as 'insured' or 'included' apply. Where a section does not apply, 'Your cover summary' will state that it is 'not insured' or 'not included' and this section will not be included within **your policy**.

**Your policy** is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

**Your policy** describes the cover for which **we** have accepted **your** premium. The policy wording, schedule and any endorsements must be read together.

**Your policy** is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

To help **you** understand the cover provided **we** have added 'What is covered' and 'What is not covered.'

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the 'Policy conditions' and the 'Section conditions' at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Defined terms are **highlighted in bold** - see the 'Meanings of defined terms' section and the start of each section of cover for their meanings.

### Important phone number

AXA claims telephone helpline:

0370 900 0867

### Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the 'Claims notification condition' and 'Claims procedures condition' within the 'Policy conditions.'

Please contact **us** or **your** insurance broker who will help **us** deal with **your** claim.

### Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' section.

### 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** or **your** insurance broker and **we** will send **you** a printed copy.

### Meanings of defined terms

These meanings apply throughout **your policy**. They will be highlighted in bold print and will have the same meaning whether shown in the singular or plural. There are additional defined terms within each section.

#### Business

Market trader, food and drink vans, stallholders and crafters including products sold via the internet incidental to the main trade.

#### Excess

First amount of any claim or claims for which **you** are responsible.

#### Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

#### Policy

The policy wording, schedule and any endorsements attached or issued.

#### Policy territories

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

#### We/us/our

AXA Insurance UK plc.

#### You/your/yours/yourself

Person, persons, firm, company or organisation shown in your schedule as The Insured.

# Policy conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1. Cancel **your policy**
2. Declare **your policy** void (treating **your policy** as if it had never existed)
3. Change the terms of **your policy**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

## Cancellation condition

1. **You** may cancel **your policy** within 14 days of receiving **your policy** at inception and within 14 days of renewal, if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements
2. **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule
3. **We** can cancel **your policy**
  - a. if **you** fail to make payment; or
  - b. at any time by giving 30 days written notice to **your** last known address.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

## Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change

1. to the **business**
2. in the person, firm, company or organisation shown in **your** schedule as The insured
3. to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

**Your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **your policy**.

If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

## Claims notification condition

**You** must

1. as soon as practical
  - a. give **us** notice of any circumstances which might lead to a claim under **your policy**
  - b. give **us** all the information **we** request.

2. immediately
  - a. on receipt send **us** every letter, court order, summons or other legal document served upon **you**
  - b. tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
  - c. notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Claims procedures condition

1. **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
2. At **your** expense **you** must provide **us** with
  - a. full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - b. any assistance to enable **us** to settle or defend a claim
  - c. details of any other relevant insurances.
3. **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
4. Following a claim **you** must allow **us** or anyone authorised by **us**
  - a. access to premises
  - b. to take possession of, or request delivery to **us** of any property insured.

5. **You** must not abandon any property to **us**.
6. **We** will be allowed complete control of any proceedings and settlement of the claim.
7. **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.
8. **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

1. if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
2. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair representation, then **we** can elect to make **your policy** void and return **your** premium, or
3. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can

- a. reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable, and/or
  - b. treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
4. Where **we** elect to apply one of the above then
- a. if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
  - b. **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
  - c. **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal
- 3. submit a false or forged document in support of a claim (whether or not the claim itself is genuine),
- we** may take one or more of the following actions
- a. refuse to pay the claim
  - b. recover any sums **we** have already paid to **you** in relation the claim
  - c. cancel the **policy** from the date of the fraudulent act without any refund of premiums
  - d. make **your policy** void and keep the premium
  - e. share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

depending on when the failure to make a fair presentation occurs.

## Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you** knowingly

- 1. makes a fraudulent or exaggerated claim under **your policy**, or
- 2. makes a false statement in support of a claim (whether or not the claim itself is genuine) or

For further information on how **your** details will be used please visit the IFR website [www.theifr.org.uk](http://www.theifr.org.uk)

## Instalments condition

If **you** fail to pay a premium instalment this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

## Law applicable condition

**You** and **we** can choose the law which 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**.

## Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1. a proportionate share of the claim, or
2. any amount beyond that which is or would be payable under the other insurance policy.

## Reasonable care condition

**You** must take reasonable steps to

1. prevent or protect against injury, loss or damage
2. keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within the period of time advised by **us** and ensure that all such improvements remain in place throughout the duration of this **policy**.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and, if **we** offer renewal in accordance with the agreement, **you** agree that **your policy**

will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

## Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent they are applicable.

## Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by **us**.

## Third party rights condition

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

# Making a complaint

**We** aim to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

## How to make a complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your** policy, please contact the department dealing with your claim using the contact details available in **your** claim documentation. If **your** complaint relates to anything else, please contact **your** broker or AXA office where **your** policy was purchased.

Alternatively, **you** can write to **us** at

### AXA Insurance complaints

AXA Insurance  
Commercial complaints  
AXA House, 4 Parklands  
Lostock, Bolton. BL6 4SD

**Email:** [commercial.complaints@axa-insurance.co.uk](mailto:commercial.complaints@axa-insurance.co.uk)

When **you** make contact please tell **us** the following information

- Name, address and postcode, telephone number and email address (if **you** have one)
- **Your** policy and/or claim number, and the type of policy **you** hold
- The name of **your** insurance broker (if applicable)
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

## Our promise to you

**We** will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Provide a response within eight weeks of receiving **your** complaint, informing **you** of the results of **our** investigations or explaining why this is not possible.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

## Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

**You** have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action.

## Financial Services Compensation Scheme

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

### The Financial Ombudsman Service

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

**Telephone:** 0800 023 4567\* or  
0300 123 9123\*\*

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

# Employers' Liability section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' under the 'General introduction section' of **your policy**.

### **Bodily injury**

Death, bodily injury, illness or disease.

### **Claim costs**

Costs and expenses

1. of any claimant which **you** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
  - a. any coroner's inquest or fatal accident inquiry
  - b. summary court proceedings.

### **Contractual liability**

Legal liability assumed by **you** under the 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.

### **Employed person**

1. Anyone under a contract of service or apprenticeship with **you**.
2. Anyone who is
  - a. employed by **you** or on **your** behalf on a labour only basis
  - b. self employed

- c. hired to **you** or borrowed by **you** from another employer
- d. voluntary helper or taking part in a work experience or training scheme
- e. a driver or operator of hired-in plant
- f. an outworker or homeworker
- g. a prospective employee who is being assessed by **you** as to their suitability for employment
- h. a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
- i. a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

### 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.

### Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1. Health and Safety
2. Terrorism (protection of premises)
3. Consumer Protection
4. Food Safety legislation

applying 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

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident within the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

### Limit of indemnity

1. The employers' liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and 'Claim costs cover' and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
2. The terrorist act limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages and 'Claim costs cover' and will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with a **terrorist act**.
3. The maximum amount **we** will pay in total for all compensation, costs and expenses arising under 'Data Protection cover' as a result of all occurrences during any one **period of insurance** is £1,000,000.
4. The maximum amount **we** will pay in total for all 'Manslaughter costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £5,000,000.

5. The maximum amount **we** will pay in total for all ‘Safety legislation costs’ cover and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £1,000,000.
6. **We** may at any time pay
  - a. the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
  - b. any lesser amount for which a settlement can be made.
6. private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
7. organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union
8. organisation and sponsorship of fundraising activities and events and sponsorship of individuals
9. the sale or disposal of **business** assets.

**We** will not then be liable to make any further payment in respect of the claim or claims.

## Additional business activities cover

The cover under this section includes the following activities of the **business**

1. providing and managing facilities for the benefit and welfare of **employed persons** including
  - a. canteen
  - b. car parking
  - c. nursery, creche or child care where incidental to the **business**
  - d. sports or social facilities
2. the provision of car parking for the benefit of customers and visitors
3. owning, repairing, maintaining and decorating **your** own property or premises **you** use
4. providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
5. maintaining and repairing vehicles and machinery owned or used by **you**

## Claim costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section. **We** will not pay **claim costs** for any part of a claim not covered by this section.

## Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

## Data Protection cover

**We** will cover the amount of compensation, costs and expenses which **you** are legally liable to pay under Data Protection legislation occurring during the **period of insurance**, arising from holding the personal data of directors or **employed persons**, or, as a result of any loss, misuse or unauthorised disclosure of the personal data of directors or **employed persons** held by **you** in the course of the **business**.

**We** will only pay

1. amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2. if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

1. fines or penalties imposed by a court
2. the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
3. the cost of replacing, reinstating, rectifying or erasing any personal data
4. refund of monies paid to **you** by any claimant
5. liability for which cover is provided under any other more specific insurance.

## Manslaughter costs cover

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

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

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an 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.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of implementing any remedial order or publicity order
4. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6. costs and expenses of defence where defence costs are available from any other source or insurance
7. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## Overseas employees cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any person under a contract of service or apprenticeship with **you** and who is resident outside the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

**We** will not pay

1. unless legal liability arises under the law of the **policy territories**
2. for any action or recovery brought or commenced
  - a. in a court of law outside the **policy territories**
  - b. in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance

3. where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

## Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1. performing their normal duties in connection with the **business**
2. work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
3. acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a. the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
- b. the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c. **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

**We** will not pay where cover is provided by another insurance policy.

## Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

## Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

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

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an 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.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of an appeal against improvement or prohibition notices

4. costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
5. costs and expenses of defence where defence costs are available from any other source or insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Unsatisfied court judgements cover

We will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

1. there is no outstanding appeal
2. the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
3. the judgement was obtained in a court within the **policy territories**
4. the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

## What is not covered

### Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

### Radioactive contamination exclusion

We will not cover claims for

1. **contractual liability**
2. which **your principal** has a legal liability

caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

## Section conditions

These conditions of cover apply only to this section.

**You** must comply with these conditions to have the full protection of **your policy**.

Some conditions 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 these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

## Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

(Note: An example would be a circumstance where **you** have breached a term or condition of this section which may invalidate **your** cover. **We** would still pay the claim to comply with such law, but **you** would be required to reimburse **us**.)

# Public and Products Liability section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the 'Meanings of defined terms' under the 'General introduction section' of **your policy**.

### **Asbestos**

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

### **Bodily injury**

Death, bodily injury, illness or disease.

### **Claim costs**

Costs and expenses

1. of any claimant which **you** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors' fees at
  - a. any coroner's inquest or fatal accident inquiry
  - b. summary court proceedings.

### **Clean up costs**

Costs and expenses of remediation of environmental damage or environmental harm.

### Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### Contractual liability

Legal liability assumed by **you** under the 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.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

### Cyber incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

### Employed person

1. Anyone under a contract of service or apprenticeship with **you**.
2. Anyone who is
  - a. employed by **you** or on **your** behalf on a labour only basis
  - b. self employed

- c. hired to **you** or borrowed by **you** from another employer
- d. a voluntary helper or taking part in a work experience or training scheme
- e. a driver or operator of hired-in plant
- f. an outworker or homeworker
- g. a prospective employee who is being assessed by **you** as to their suitability for employment
- h. a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
- i. a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

### Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

### Escape of fluid

Escape of water, oil or other types of fuel from any tank, apparatus or pipe.

### Event

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

### Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

### Hot work

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

### **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.

### **Nuisance or trespass**

Nuisance, trespass to land or trespass to goods, or interference with any easement.

### **Offshore**

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

### **Personal injury**

- 1. Bodily injury**
- Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy.

### **Pollutants**

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

### **Principal**

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

### **Products**

Products that **you** have sold, supplied, provided or delivered including

- containers, packaging, labelling, instructions or advice in connection with products
- services** that have been completed as part of a contract for the sale or supply of product

in the course of the **business**.

### **Property damage**

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

### **Safety legislation costs**

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

- Health and Safety
- Terrorism (protection of premises)
- Consumer Protection
- Food Safety legislation

applying within the **policy territories**.

### **Services**

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

### **Sudden incident**

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

### **Territorial limits**

- The **policy territories**.
- The European Union but only in respect of
  - part 7 of 'Additional business activities cover'
  - 'Contingent motor liabilities cover'
  - part 2 of 'Work overseas cover'.
- Worldwide but only in respect of
  - part 3 and part a of 'Personal liability cover'
  - part 1 of 'Work overseas cover'
  - products** supplied from 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.

### Underground services

Pipes, cables, mains or any other underground services.

## What is covered

We will cover the amount of damages which you are legally liable to pay in respect of

1. **personal injury**
2. **property damage**
3. **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business** within the **territorial limits**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories**. All **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

### Limit of Indemnity

1. The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages arising from one **event**.
2. The public liability limit of indemnity is also the maximum amount **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.

3. The products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.
4. The terrorist act limit of indemnity shown in **your** schedule is the maximum amount **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act**.
5. The maximum amount **we** will pay in total for 'Advertising liability cover' and 'Claim costs cover' for all claims during any one **period of insurance** is £250,000.
6. The maximum amount **we** will pay in total for 'Data protection cover' in total for all compensation, costs and expenses as a result of all occurrences during any one **period of insurance** is £5,000,000.
7. The maximum amount **we** will pay in total for all 'Environmental clean up cover', as a result of one **sudden incident** or all such incidents happening during any one **period of insurance** is £1,000,000.

Where a claim for damages arises in addition to 'Environmental clean up cover' as a result of the same **sudden incident**, the maximum amount **we** will pay for the total amount of damages and 'Environmental clean up cover' added together will not exceed the public liability limit of indemnity shown in **your** schedule.

8. The maximum amount **we** will pay in total for all 'Manslaughter costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £5,000,000.

9. The maximum amount **we** will pay in total for all ‘Safety legislation costs cover’ and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £1,000,000.

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

11. **We** will pay ‘Claim costs cover’ in addition to the limit of indemnity applicable to the claim or claims, except where

a. an action for damages is started or brought in the United States of America or Canada

b. **we** state any amount or limit of indemnity is inclusive of ‘Claim costs cover.’

12. If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity applicable to the claim or claims, shown in **your** schedule, for the total of all damages and ‘Claim costs cover’ arising from the action.

13. **We** may at any time pay

a. the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or

b. 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 cover’ in addition to the limit of indemnity applicable to the claim or claims, **we** will pay the costs incurred before the date of the claim payment.

## Additional business activities cover

The cover under this section includes the following activities of the **business**

1. providing and managing facilities for the benefit and welfare of **employed persons** including

a. canteen

b. car parking

c. nursery, creche or child care where incidental to the **business**

d. sports or social facilities

2. the provision of car parking for the benefit of customers and visitors

3. owning, repairing, maintaining and decorating **your** own property or premises **you** use

4. providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

5. maintaining and repairing vehicles and machinery owned or used by **you**

6. private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

7. organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

8. organisation and sponsorship of fundraising activities and events and sponsorship of individuals

9. the sale or disposal of **business** assets.

## Advertising liability cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of

1. libel, slander or defamation
2. infringement of copyright, title or slogan
3. unauthorised use or reproduction of another's work, or idea misappropriation
4. unauthorised use of any trademark, service mark, trade name or trade dress

in any advertisement, publicity, article, broadcast or telecast communicated during the **period of insurance** in connection with the **business**.

**We** will not cover claims caused by or arising out of

1. any act or omission by **you**, which knowingly infringes the legal rights of another, or which is intended to mislead the public
2. infringement of trademark, service mark, trade name or trade dress, except where used as titles or slogans in connection with any commodity, article, work or thing sold, offered for sale or advertised
3. failure in the performance of a contract, unless the claim is solely for unauthorised appropriation of ideas based upon a breach of, or alleged breach of, an implied term of the contract
4. incorrect description or mistake in the advertised price of any commodity, article, work or thing sold, offered for sale or advertised
5. the failure of any **products** or **services** to conform with advertised quality or performance
6. **contractual liability**

7. the ownership, hosting or control by **you** of any website, part of a website or part of an internet service that allows discussion or commentary by users other than **you**
8. any material published, broadcast or telecast that is first communicated prior to the start date of this cover
9. any act or omission for which there is also a criminal complaint. This exclusion only applies to the persons against whom the complaint has been made.

If **you** have cover for this under any other insurance policy or would have cover but for the existence of this **policy**, **we** will only provide cover in excess of the limit of indemnity payable under the other insurance policy.

## Claims costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

## Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per person each day that **we** request any director, partner, officer or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

## Contingent motor liabilities cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of

1. **bodily injury**
2. **property damage**

occurring during the **period of insurance** and arising out of

- a. the use by an **employed person** of their own motor vehicle
- 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

within the **policy territories** and in the European Union in connection with the **business**.

The 'Road Traffic Act exclusion' will not apply to this cover.

**We** will not pay

- 1. 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
- 2. for loss of or damage to any motor vehicle referred to in a or b above
- 3. where cover is provided by another insurance policy.

### Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and, where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the amount payable by **us** in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims, shown in **your** schedule.

### Data Protection cover

**We** will cover the amount of compensation, costs and expenses which **you** are legally liable to pay under Data Protection legislation occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

**We** will only pay

- 1. amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2. if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

- 1. any claims from directors or **employed persons**
- 2. fines or penalties imposed by a court
- 3. the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 4. the cost of replacing, reinstating, rectifying or erasing any personal data
- 5. refund of monies paid to **you** by any claimant
- 6. liability for which cover is provided under any other more specific insurance.

## Defective Premises Act cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** or **property damage**, 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

1. 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
2. any liability for which **you** are covered under any other insurance policy.

## Environmental clean up cover

**We** will cover the amount of **clean up costs** which **you** are legally liable to pay, under notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

This cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

**We** will not cover any part of a claim for **clean up costs**

1. at, in or upon property that is or was owned by **you**, or in **your** possession, or in **your** custody or under **your** control
2. to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
  - a. necessary to meet the standards required by law at the start of remediation
  - b. existing at the time of a **sudden incident** for which a claim is made under this section

## Manslaughter costs cover

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

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

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an 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.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of implementing any remedial order or publicity order
4. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6. costs and expenses of defence where defence costs are available from any other source or insurance
7. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## Munitions of war cover

The 'War risk exclusion' will not apply to claims arising from the accidental detonation of munitions of war arising within the **policy territories**, provided that the presence of munitions does not result from a state of war current at the time of damage.

## Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1. performing their normal duties in connection with the **business**
2. work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
3. acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a. the spouse, civil partner, cohabiting partner or any children accompanying a director, partner or **employed person** in the course of a business trip or journey
- b. the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for **employed persons**, in their respective capacities as such
- c. **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

**We** will not pay where cover is provided by another insurance policy.

## Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

## Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage.

1. premises which are leased, let, rented, hired or lent to **you**
2. premises, including contents where **you** are temporarily carrying out work in connection with the **business**
3. vehicles or personal effects on **your** premises, which belong to or are the responsibility of **your** directors, partners, officers, **employed persons** or **your** visitors.

**We** will not provide cover for

1. loss of or damage to property
  - a. owned by **you**
  - b. leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility, other than where cover is provided under 1, 2 or 3 above
  - c. that is being worked on or is undergoing a process or other operation where loss or damage arises out of such work, process or other operation
  - d. for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner
2. any **contractual liability**

### 3. clean up costs.

## Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

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

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an 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.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of an appeal against improvement or prohibition notices
4. costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
5. costs and expenses of defence where defence costs are available from any other source or insurance

6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## Work overseas cover

**We** will cover **you** for

1. non manual work temporarily undertaken by **you** or on **your** behalf worldwide
2. manual work undertaken by **you** or on **your** behalf within the European Union, for a period or periods of up to 180 days in total during any one **period of insurance**

by persons ordinarily resident within the **policy territories**.

# What is not covered

## Aircraft and watercraft exclusion

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

1. aircraft (including unmanned aerial vehicles such as model aircraft, helicopters and drones)
2. spacecraft
3. watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

## Airside exclusion

**We** will not cover claims caused by or arising from any **services** in, or on

1. aircraft
2. airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

## Asbestos exclusion

**We** will not cover claims caused by or arising from

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
4. investigating, managing, removing, controlling or remediation of **asbestos**.

## Aviation and hovercraft products exclusion

**We** will not cover claims caused by or arising from any **products** which, to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

## Contractual liability exclusion

**We** will not cover claims

1. for **contractual liability** in connection with **products**
2. where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
3. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

## Cyber and data exclusion

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
3. failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- a. for **bodily injury**
- b. for physical **property damage**
- c. under the 'Data Protection cover' of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

## Damage to products and services exclusion

We will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

## Deliberate act exclusion

We will not cover claims

1. caused by or arising from any deliberate act, error or omission
  - a. where the results are intended or expected, or are reasonably foreseeable by **you**
  - b. by anyone other than **you**, so far as cover is requested for their own liability
2. for **clean up costs** in circumstances where **you** have knowingly
  - a. deviated from any regulatory notice, order or protection ruling
  - b. omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

## Employee injury exclusion

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

## Excess exclusion

The relevant **excess** shown in your schedule will apply to each **event**.

In respect of **products**, where claims occur in more than one **period of insurance** arising from the same single source or original, repeated or continuing cause, the **excess** will be applied once per **period of insurance**.

## Firework products exclusion

We will not cover claims caused by or arising out of fireworks supplied by **you**.

## Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

## Hot work exclusion

We will not cover claims caused by or arising out of hot work other than cooking of food.

## North America exclusion

We will not cover claims caused by or arising from

1. any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada
2. **services** in the United States of America or Canada
3. pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

## Offshore exclusion

We will not cover claims caused by or arising from any **services offshore**.

## Overseas establishment exclusion

We will not cover claims caused by or arising from

1. any associated or subsidiary company of **yours**
2. of **your** branch offices
3. representative of **yours** with power of attorney

registered, having premises or resident outside the **policy territories**.

## Professional duty exclusion

**We** will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

## Punitive damages exclusion

**We** will not cover claims to pay

1. any award of punitive, exemplary or aggravated damages
2. 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 claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

## Recall exclusion

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

## Rectification of defects exclusion

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund

## Road Traffic Act exclusion

**We** will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances

where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

## Second hand electrical products exclusion

**We** will not cover claims caused by or arising from any second hand electrical products (including e-cigarettes charging devices) supplied by **you**.

## Treatment exclusion

**We** will not cover claims caused by or arising from physical mental or cosmetic treatment (other than first aid treatment or use of proprietary brand cosmetics for make-up, manual facial massage or manual facial cleansing).

## War risk exclusion

**We** will not cover claims caused by or arising from 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 or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

## Section conditions

These conditions of cover apply only to this section.

**You** must comply with these conditions to have the full protection of **your policy**.

Some conditions 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 these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

### Hot work precautions condition

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
3. where welding, cutting or grinding equipment is being used, the protections in point 2 above must extend to at least 6 metres from or beneath the work area
4. 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 removed

5. 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
6. no heat-producing equipment must be left out of view of its operator or firewatcher whilst alight, powered or hot
7. 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 each period of work is completed.

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

### Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

A written record of the assessment must be retained by **you** for inspection by **us** if a claim arises.

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

### Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public liability insurance in force throughout the period of their involvement.

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

## Suspension of cover condition

**We** may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.



# COMBINED MARKET TRADERS

INSURANCE ASSOCIATION

**This document is available in other formats.**

If you would like a Braille, large print or audio version, please contact your insurance adviser.

## **AXA Insurance UK plc**

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