

# Product Liability Insurance Policy

## Sales Literature

## Product Liability

This policy shall cover all sums which the insured shall become legally liable to pay as damages in consequence of accidental death/bodily injury or disease to Third Parties and/or loss of or damage to third party property arising out of any defects in the products manufactured and covered under the policy after such products have left the insured's premises. It shall not be permissible to issue Product Liability Policies with unlimited liability.

### What does this Policy cover?

The Company will indemnify the Insured in excess of the Insured's Deductible and subject to the Limit of Indemnity, against its legal liability (including claimant's costs, fees and expenses, and Defence Costs) to pay Damages for third party civil Claims arising out of Accidental Bodily Injury or Property Damage:

- 1.1 caused by the sale or supply of the Insured's Products, and
- 1.2 solely in the course of the Business, and
- 1.3 during the Period of Insurance if notified during the Policy Period by the Insured in accordance with the terms of this Policy,

provided that the Company shall not be liable for and no indemnity is available hereunder for:

- 1.4 any liability under the Public Liability Insurance Act 1991, any amendment thereto or any other statute or law which attaches liability on a no fault basis;
- 1.5 any legal liability incurred pursuant to or under any form of legal (including arbitration) or regulatory proceedings brought in the United States of America or Canada or outside of the United States of America or Canada by a country applying the law of the United States of America or Canada, or to seek enforcement or upholding of a judgment, award or order made in the United States of America or Canada or pursuant to the law of the United States of America or Canada.

## Defence Costs

The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy.

## Optional Extensions:

- Vendors Liability Extension
- Inclusion of technical collaborators liability

## 2. Exclusions

This Policy does not cover liability

2.1 for costs incurred in the repair, reconditioning, modification or replacement of any part of any product which is or is alleged to be defective;

2.2 for costs arising out of the recall of any product or part thereof;

2.3 arising out of any product which with the Insured's knowledge is intended for incorporation into the structure, machinery or control of any aircraft;

2.4 arising out of deliberate, willful or intentional non-compliance of any statutory provision;

2.5 arising out of Insured's consequential loss of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or claims arising out of loss of a pure financial nature such as loss of goodwill;

2.6 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages;

2.7 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of government or public local authority;

2.8 directly or indirectly caused by or contributed to by or arising from;

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

2.9 for damage to property belonging to the Insured or held in trust or in custody or control of the Insured or a person in the service of the Insured;

2.10 arising out of Injury and/or Damage occurring prior to the Retroactive Date in the Policy Schedule.

Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and the Company cannot agree when the Injury or Damage occurred, then:

- (a) Injury shall be deemed to have occurred when the Claimant first consulted a qualified medical practitioner in respect of such Injury;
- (b) Damage shall be deemed to have occurred when it first became evident to the Claimant, even if the cause was unknown.

2.11 arising out of deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims;

2.12 arising out of Injury to any person under a contract of employment or apprenticeship with the Insured where such Injury arises out of the execution of such contract;

2.13 arising out of contractual liability unless liability have existed in the absence of the specific contract;

2.14 arising out of any product guarantee;

2.15 arising out of claims for failure of the goods or products to fulfil the purpose for which they were intended;

2.16 for liabilities arising out of products which have left the custody and control of the insured prior to Retroactive Date specified in the Policy Schedule;

2.17 infringement of plans, copy-right, patent, trade name, trade mark, or registered design;

- 2.18 arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom;
- 2.19 arising out of damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured or in the Insured's custody, care or control;
- 2.20 arising out of damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured;
- 2.21 any liability under the Public Liability Insurance Act 1991 or other law which attaches liability on a no fault basis;
- 2.22 arising out of pollution of any kind;
- 2.23 liability more specifically insured elsewhere;
- 2.24 any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal;
- 2.25 any claim made, threatened or intimated against the Insured prior to the Policy Period;
- 2.26 any claim directly or indirectly arising out of, or in any way involving any fact or circumstances of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first became aware prior to the Period of Insurance and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim;

<ul style="list-style-type: none"><li>• SPECIAL PROVISIONS ( IF ANY )</li></ul>
<p>The details furnished above do not constitute the entire terms and conditions. For details please refer to our Policy document</p>