

Ironshore Public and Products Liability Policy

Summary of cover

Product name: Public and Products Liability Policy

Underwritten by: Ironshore Europe DAC

Policy Period: 12 months or as otherwise shown in your Policy Schedule

Law applicable to the contract: The law of England and Wales unless agreed otherwise

This document is a guide to the cover provided under your Ironshore Public and Products Liability Policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover, please read your insurance Policy and Policy Schedule.

Significant features and benefits

Public and products liability insurance covers you for damages that you may become legally liable to pay as a result of accidents that occur in the course of the conduct of your Business, including accidental injury or property damage.

The limit of indemnity you select and set out in your Policy as our "Limit of Liability" will be on an any one claim basis. This means that each individual claim for compensation has its own limit of indemnity. The exception to this is when a claim is made for products liability or for damages payable in respect of personal and advertising injury offences. For these claims your limit of indemnity will provide cover for the total of all claims in the policy period. We will also pay certain costs and expenses specified in your Policy in connection with occurrences covered by your Policy.

Cover includes:

- claims caused by products which you sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed including containers, packaging or labeling and which - through negligence - caused injury or damage
- trespass, nuisance, obstruction or interference with any easement or right of air, water, light or way
- legal costs and expenses incurred with our consent for defending you against prosecution under certain health and safety legislation specified in your Policy.

Significant or unusual exclusions and limitations

- **Territorial limits:** Subject to limited exceptions set out in your Policy, your Policy only covers you for:
 - liability as a result of covered occurrences arising within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or caused by Products supplied from or worked upon in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and
 - liability arising anywhere else in the world out of the activities in the course of business of any of your UK employees, other than liability for which insurance or security is compulsory by law in the jurisdiction in which the activity takes place.
- **Limit of Liability:** we will only indemnify you up to Limit of Liability stated in your Policy Schedule, as described above.
- **Retention:** you will have to pay an initial contribution towards each claim (the Retention). Your Policy Schedule will show the Retention applicable to your Policy.
- We can only cover work that you've told us your business does, and that we've agreed to insure, as set out in your Policy Schedule.
- We don't pay claims which arise because your contractual terms go beyond the duty of care you ordinarily owe at common law.
- You are not covered for damages arising out of:
 - loss of or damage to Underground Resources (as more fully defined in your Policy), including (without limitation) oil, gas, water or other mineral substance, any well, hole, shaft, or pipeline or any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth or sea in any such well hole or shaft
 - seepage, pollution or contamination including where emanating from Underground Resources
 - injury to your own employees
 - damage to your property or property in the custody or control of you or your employees or agents (except premises leased or rented to you and not covered by another policy under which you are entitled to claim)
 - the ownership possession and control of any mechanically propelled vehicle or trailer or the loading or unloading thereof except for:

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- another policy under which you are entitled to claim
- liability arising from the operation of plant as a tool of trade within the EU if such liability is not the subject of compulsory insurance or security in accordance with applicable legislation in the relevant country and you are not covered by another policy under which you are entitled to claim
- the use of any welding or cutting equipment blow torches or blow lamps away from your premises unless certain conditions, more fully set out in your Policy, are complied with
- fines, liquidated damages or under any penalty clause
- the provision of or failure to provide any instruction advice information or professional services in return for a fee
- the ownership possession control or use of any aerospace device or any airborne or waterborne craft vessel (other than manually propelled waterborne craft) or the loading or unloading thereof.

Your side of the bargain

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't, your Policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

You need to bear in mind:

- You should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply.
- In the event of a claim, you should take note of the required procedures, such as prompt written notice to us of the claims, as stated your Policy. Failure to comply with these provisions may result in cover being declined under the Policy.
- As with any insurance, you have an obligation to take reasonable steps to mitigate any loss. You are also required by your Policy to take all reasonable precautions to prevent occurrences which may give rise to liability under the Policy and all reasonable steps to comply with all applicable statutory requirements. Failure to do so may result in cover being declined under the Policy.

Cancellation rights

If we need to cancel the insurance, we'll give you not less than thirty (30) days' notice in writing including details of the reason for cancellation and refund any surplus premiums you might have paid. We will only cancel the insurance for a valid reason. Valid reasons may include but are not limited to:

- where we have reasonable suspicion that you have behaved dishonestly or fraudulently in connection with a claim under the Policy
- you fail to provide us with reasonable cooperation, assistance, information or documentation where required by the Policy

The exception to our 30 day notice policy is if we have agreed that you will pay your premium by direct debit and we don't receive your direct debit payments when due. Then we will contact you as soon as possible requesting payment for that unpaid premium in writing. If payment is not received within 15 days of that request, the Policy will be cancelled with effect from the date on which the initial unpaid direct debit was due.

Claims

If a client has a problem with your work which may lead to a claim, please let us know, even if you disagree with their view. Prompt action could minimise, or avoid unnecessary cost and distress.

Contact our experienced claims team on:

Claims Manager
2 Shelbourne Buildings,
Shelbourne Road,
Ballsbridge,
Dublin 4,
Ireland.

Telephone: +35 31 674 0189.

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Enquiries and complaints

General Enquiries

Ironshore is committed to providing a first class service at all times.

If at any time you have any questions or concerns regarding the Policy or the handling of a claim, you should in the first instance contact Ironshore at: Claims Manager, 2 Shelbourne Buildings, Shelbourne Road, Ballsbridge, Dublin 4, Ireland.
Telephone:

+35 31 674 0189.

Complaint Procedure

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to: Risk and Compliance Officer, Ironshore Europe DAC, 2 Shelbourne Buildings, Shelbourne Road, Ballsbridge, Dublin 4, Ireland.
Telephone: +35 31 674 0187.

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service. The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Telephone: 0845 080 1800. www.financial-ombudsman.org.uk

The Financial Ombudsman's Service decision is binding upon Ironshore but you are free to reject it without affecting your legal rights.

Financial Services Compensation Scheme

Ironshore is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Ironshore cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

The FSCS's contact details are: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone: 0800 678 1100 or 020 7741 4100. www.fscs.org.uk