

Section 8 Public and Products Liability

This insurance by this section is on a 'costs in addition' basis.

This means that, unless **we** say otherwise, **costs and expenses** are payable in addition to the indemnity limit specified in the schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages for accidental:</p> <ol style="list-style-type: none"> bodily injury to any person damage to material property obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement <p>occurring during the period of insurance in connection with your activities and happening:</p> <ul style="list-style-type: none"> within the territorial limits outside the territorial limits whilst you, or any employee, director, partner or member, who is normally resident within the territorial limits, are on temporary visits to attend conferences, meetings or seminars, or to carry out clerical and managerial work anywhere in the world (other than within the United States of America or Canada) and caused by products. <p>We will in addition pay costs and expenses except in respect of any claim:</p> <ol style="list-style-type: none"> under an extension to this section which: <ol style="list-style-type: none"> only covers costs and expenses, in which circumstances the extension limit will apply specifically states that the extension limit includes costs and expenses. which: <ol style="list-style-type: none"> is brought within the legal jurisdiction of the United States of America or Canada arises from an act of terrorism <p>in which circumstances the costs and expenses is included within the indemnity limit, or extension limit, to which the claim applies.</p> <p>Within costs and expenses, we will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with our written consent.</p>	<ol style="list-style-type: none"> The amount of excess shown in the schedule in respect of each claim for damage to material property. Liability arising directly or indirectly from any: <ol style="list-style-type: none"> activity excluded by the 'Activities' – endorsement in the schedule error or omission in the provision of professional services treatment of any kind (other than first aid) defamation bodily injury to any employee arising out of and in the course of your activities damage to property: <ol style="list-style-type: none"> or any part on which you or any employee is or has been working where the damage results from such work belonging to you or held in trust by you or borrowed, rented, leased or hired for use by you other than personal property (including vehicles and contents) of your visitors, partners, directors or employees offshore activities counselling, advice, design, formula or specification whether given for a fee or not medical, surgical, dental, pharmaceutical or therapeutic products products incorporated in any: <ol style="list-style-type: none"> craft designed to travel through air or space watercraft which could affect its safety, navigation or propulsion mechanically propelled vehicles which could affect their safety gas, chemical, petrochemical or power generation plant damage to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any products or contract work executed by you, which is caused by a defect or its unsuitability for its intended purpose products: <ol style="list-style-type: none"> exported to sold, supplied or worked upon by you, or by others for you, from within the United States of America or Canada second-hand products (except as provided for in the Second-hand Goods extension to this section) firework and/or bonfire events organised or run by an independent firework display organiser/operator/contractor. Liability arising directly or indirectly from: <ol style="list-style-type: none"> ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property ownership or use by you, or by others for you, of any premises within the United States of America or Canada ownership, possession or use by you or on your behalf, or by any person entitled to cover under this section, of any: <ol style="list-style-type: none"> watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space mechanically propelled vehicles for which compulsory motor insurance or security is required other than for: <ul style="list-style-type: none"> loading and unloading the use of plant at the premises unless cover is provided by any other policy. Liability arising from an agreement in respect of products or contract work executed by you unless liability would have existed without the agreement. The costs of remedying any defect or alleged defect in premises which you have disposed of. <p>Continued...</p>

Section 8 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued...</p> <ol style="list-style-type: none"> 6. Liability directly or indirectly caused by, resulting from or in connection with an act of terrorism arising at, or in connection with, any: <ol style="list-style-type: none"> a) premises of 40 storeys or more b) sports stadia, exhibitions, theatres, music venues or any events organised by you, where attendance may exceed 2,500 persons at any one time. 7. Fines or penalties. 8. Punitive, exemplary, aggravated or multiplied damages. 9. Liquidated damages. 10. Any compensation awarded by a court of criminal jurisdiction. 11. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if **you** use any bouncy castle and/or any other land-based inflatable, to ensure that:
 - access and use is controlled by an authorised adult **employee** at all times
 - when used outside a building, it is securely anchored to the ground at each anchor point
 - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

b) if **you** use any trampoline, to ensure that:

- access and use is controlled by an authorised adult **employee** at all times
- it is fitted with safety side netting to prevent falls from the trampoline
- it is not used by more than one person at a time.

2 CLEAN-UPS OR LITTER PICKS

to ensure that any person involved in clearing up litter or rubbish:

- wears boots or other stout footwear
- wears suitable gloves if handling any litter or rubbish
- is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:
 - a) are authorised adults who have received documented training in dealing with discarded needles or syringes, and
 - b) wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
 - c) only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

3 PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE OR VULNERABLE ADULTS

if **you** work with young people or vulnerable adults, to ensure that:

- **you** comply with all statutory and other regulations imposed by any authority
- **your** written protection policy for young people and vulnerable adults is fully complied with at all times
- where it has been disclosed to **us** that **you** have no written protection policy, the safety measures otherwise declared to and accepted by **us** have been fully complied with at all times.

4 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym equipment or facility **you** provide is not used by any unauthorised persons and that:

- any equipment for Olympic-style weightlifting or powerlifting is not used other than when under the control of a **professional supplier** in accordance with the cover provided by the Professional Suppliers Contingency Extension (which is subject to our special requirement for Insurance Checks for Professional Suppliers of Activities) in endorsement 215 Activities shown in the schedule,
- it is supervised by a qualified gym instructor at all times when in use, or
- it is only used by unsupervised persons who have undergone an induction/training course held by a qualified gym instructor and then been authorised by **you** or **your employees**.

5 SECOND-HAND GOODS (PRODUCTS LIABILITY)

under the Second-Hand Goods extension of this section, before the **products** leave **your** custody or control, to:

- have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum qualification required is inspection and testing certification for portable appliances, such as City & Guilds - Electrical Equipment Maintenance and Testing 2377 or its equivalent)
- ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- ensure that any other **products** are compliant with any current safety legislation or regulations
- retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

6 FACE PAINTING AND HENNA TATTOOS

if **you** apply any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition **you** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

7 INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES

under the 'Activities' endorsement – Professional Suppliers Contingency Extension to this section, to have either:

- made a check of the public liability insurance held by the **professional supplier** of that activity to ensure that appropriate cover would be in force for the contracted activity

or

- reasonable grounds to believe that:
 - a) the **professional supplier** is required to be licensed to operate by the local authority or other appropriate regulatory body, and
 - b) public liability insurance is required to be held for the contracted activity by the **professional supplier** in compliance of such licence to operate.

Special requirements for Public and Products Liability

8 FIREWORK AND/OR BONFIRE EVENTS

if **you** organise or run any firework and/or bonfire event that does not exceed an attendance of 100 persons at any one time, **you** must ensure that:

- a responsible adult (with experience of fireworks) is to be in overall control of the event, with final responsibility for all health and safety matters and to be given sole control of storage, siting and lighting of fireworks
- appropriate safety clothing, headgear, gloves and goggles are to be worn by person(s) responsible for lighting any bonfire or fireworks
- the site chosen for the event is well clear of any:
 - a) buildings, trees, vegetation or other materials or property that could be damaged, including any overhead cables or the like
 - b) roads, railways and public rights of way
- only fireworks compliant with British Standards are used and ensure that the manufacturer's instructions are read and complied with
- any fireworks not for immediate use are to be kept in a lidded metal box
- no one attempts to re-light or go near fireworks that fail to ignite and they must not be put on the bonfire
- any bonfire is free of any dangerous materials/products (e.g. foam, plastics, aerosols, paint tins, bottles etc)
- no petrol, paraffin or other combustible liquids are to be used to light the bonfire
- suitable fire-fighting equipment must be available (e.g. fire extinguisher(s) or bucket(s) of water)
- when the event is over any bonfire is to be thoroughly doused with water and checked to ensure it is not left smouldering.

SPECIAL NOTE (not forming part of this policy wording):

For guidance please:

- obtain a copy of 'Giving Your Own Firework Display' booklet - Ref. HSG124 - from the Health and Safety Executive (HSE), and
- refer to Department for Business, Innovation and Skills (BIS) website for information on firework safety or any updates or replacements for them. It is strongly recommended that you comply with all the requirements and recommendations appropriate to you or your display.

9 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

to ensure that any fixed outdoor adventure and children's playground equipment at the **premises** is:

- inspected annually by an independent specialist if the various items of equipment are in a specifically designed and purpose-built children's play area, and
- inspected at least monthly by an authorised and suitably trained **employee**, and
- maintained in a safe and good condition (any equipment found to be in need of any repair, defective or unsafe in any way must be prevented from being used until the maintenance, repair or improvement work has been carried out), and
- a written record is retained by **you** for each inspection and following any appropriate maintenance, repair or improvement work.

SPECIAL NOTE (not forming part of this policy wording):

The Royal Society for the Prevention of Accidents (RoSPA) can provide advice and information on playground management and the safety of outdoor play areas. Their Code of Good Practice for Play Areas covers Siting, Design, Equipment, Surfacing, Installation, Ancillary items, Signs and Management. Royal Society for the Prevention of Accidents: www.rospace.com

10 LOANED OR HIRED OUT MOBILITY EQUIPMENT

to ensure, before any **mobility equipment** is:

- loaned, or
- hired out

by **you** that:

- it is checked and inspected by authorised **employee(s)**
- if it is damaged or faulty, it is immediately withdrawn from stock and not loaned or hired out by **you** until repaired by authorised **employee(s)** or a professional repairer
- a written record is kept of each check, service, repair and hiring
- if it is non-repairable, or uneconomic to repair, it is immediately and safely disposed of.

11 LIBEL AND SLANDER

under the Libel and Slander extension to this section:

- unless a Queen's Counsel or similar Authority (to be mutually agreed on by **you** and **us**) advises that any proceedings can be contested with the probability of success, to tender such apologies and offer such amends as the Counsel or Authority advises
- upon a Queen's Counsel or similar Authority's advice, to the withdrawal of the offending matter or to the publication of any amendment or alteration necessary to secure the withdrawal of the **claim made** or objection.

12 CORPORATE MANSLAUGHTER

under the Corporate Manslaughter extension to this section to ensure that **you**:

- obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
- do not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS AND MEMBER TO MEMBER)</p> <p>At your request we will pay all amounts which the following people or organisations become legally liable to pay as damages for a claim against them:</p> <ul style="list-style-type: none"> any partner, director or employee any member any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services any partner or director of yours in respect of private work carried out by any employee any principal, being any person, local or public authority, company or firm, with whom you have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by you <p>provided:</p> <ul style="list-style-type: none"> you would have been entitled to cover under this section if the claim had been made against you such parties keep to the terms of this policy insofar as they can apply in the event of any one individual member claiming against another member or you, we will agree not to raise the defence that the claiming member is also the insured. 	
<p>2 CROSS LIABILITIES</p> <p>If more than one party is named in the schedule as the policyholder, we will deal with any claim as though a separate policy had been issued to each of them.</p> <p>The most we will pay for any claim in total to all parties is the indemnity limit shown in the schedule.</p>	
<p>3 HIRED OR RENTED PREMISES</p> <p>Where you are legally liable to pay for damage to property at premises borrowed, rented, leased or hired for use by you for your activities, the cover provided under this section extends to include your legal liability for such damage.</p>	<ol style="list-style-type: none"> £250 excess other than for claims caused by fire or explosion. Liability: <ol style="list-style-type: none"> arising from an agreement unless liability would have existed without the agreement otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by you where you are required to insure, or pay for the insurance of, the property damaged.
<p>4 CONTINGENT MOTOR LIABILITY</p> <p>We will pay all amounts which you alone become legally liable to pay as damages for accidental:</p> <ol style="list-style-type: none"> bodily injury to any person damage to material property <p>arising out of the use by any employee of any motor vehicle in connection with your activities and occurring during the period of insurance.</p>	<ol style="list-style-type: none"> Liability arising from: <ol style="list-style-type: none"> damage to any such vehicle or its contents any vehicle owned or provided by you any vehicle driven by you (being an individual insured person such as a sole trader or partner) any vehicle driven by a person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence participation in racing, pace making, reliability trials or speed testing. Liability: <ol style="list-style-type: none"> to the drivers or owners of such motor vehicles arising outside the territorial limits covered by any other policy. Fines or penalties. Punitive, exemplary, aggravated or multiplied damages. Liquidated damages.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5</p> <p>WRONGFUL ARREST</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for any charge of:</p> <ul style="list-style-type: none"> wrongful arrest malicious prosecution false imprisonment defamation of or assault on any person made against you in respect of any allegation of theft or other improper conduct occurring during the period of insurance in connection with your activities and happening in the territorial limits. <p>The most we will pay is £25,000 for all claims, including costs and expenses, in any one period of insurance.</p>	<ol style="list-style-type: none"> 1. Claims by any employee. 2. Liability for: <ol style="list-style-type: none"> a) fines, penalties or punitive, exemplary, aggravated or multiplied damages b) liquidated damages.
<p>6</p> <p>DATA PROTECTION ACT</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.</p> <p>This indemnity is subject to you being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that you have taken all reasonable care to comply with its requirements.</p> <p>The most we will pay is £500,000 for any claim including costs and expenses.</p>	<ol style="list-style-type: none"> 1. Fines or penalties. 2. Punitive, exemplary, aggravated or multiplied damages. 3. Liquidated damages. 4. Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data. 5. Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity. 6. Claims arising out of circumstances which have been notified to previous insurers or which were known to you at the inception of this extension. 7. Legal liability where indemnity is provided by any other insurance.
<p>7</p> <p>OVERSEAS PERSONAL LIABILITY</p> <p>We will pay all amounts which you (and at your request any employee) become legally liable to pay as damages for accidental:</p> <ol style="list-style-type: none"> a) bodily injury to any person b) damage to material property <p>occurring during the period of insurance in respect of personal liability including liability arising from the ownership, possession or use of any:</p> <ul style="list-style-type: none"> battery powered wheelchair or mobility scooter vehicle used only as domestic gardening equipment golf cart trolley or buggy controlled by someone on foot <p>arising other than in connection with your activities, or any business or profession of the person claiming indemnity, while such persons, normally resident within the territorial limits, are temporarily outside the territorial limits in connection with your activities.</p> <p>The most we will pay is £2,000,000 for any claim.</p>	<ol style="list-style-type: none"> 1. Liability arising from: <ol style="list-style-type: none"> a) bodily injury to any person entitled to indemnity under this extension b) damage to property belonging to or under the control of any person entitled to indemnity under this extension c) an agreement unless liability would have existed without the agreement d) the ownership or occupation of land or buildings e) any pets, livestock or other animals. 2. Liability arising from the ownership, possession or use of any: <ol style="list-style-type: none"> a) craft designed to travel in, on or through water, air or space b) electrically or mechanically powered vehicle not otherwise covered under this extension. 3. Liability where indemnity is provided by any other insurance. 4. Fines or penalties. 5. Punitive, exemplary, aggravated or multiplied damages. 6. Liquidated damages.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>8</p> <p>LIBEL AND SLANDER</p> <p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses in respect of any claim made for alleged defamation by you, or on your behalf, in connection with your activities.</p> <p>All claims made arising from a single defamation will be deemed to have been made during the period in which the first claim made was accepted by us.</p> <p>The most we will pay for all claims made, including costs and expenses, in any one period of insurance is:</p> <ul style="list-style-type: none"> • in respect of defamation arising from material or statements made in electronic format of any kind, 20% of • in total <p>the indemnity limit for Libel and Slander shown in the schedule.</p> <p>Where a claim made can also be brought for the same event or circumstances under the Professional Indemnity section (if operative), only the section or extension that provides the best settlement option for the insured will apply.</p>	<ol style="list-style-type: none"> 1. £250 excess. 2. Liability arising from: <ol style="list-style-type: none"> a) criminal or intentional defamation, or where you ought to have known such statements were defamatory b) any legal action brought against you: <ol style="list-style-type: none"> i. in any court of law outside the territorial limits ii. by any claimant living outside the territorial limits c) the consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim made d) any unauthorised or malicious access, alteration or intrusion to computer systems e) printers' errors (other than by you) f) malicious falsehood or injurious falsehood. 3. Any event or circumstances which result in a claim against any trustee or director by another trustee or director or by the charitable body or by any other person or entity with a financial, managerial or executive interest in the charitable body. 4. Liability: <ol style="list-style-type: none"> a) for fines, penalties or punitive, exemplary, aggravated or multiplied damages b) for liquidated damages c) covered by any other policy or elsewhere in this policy d) where the date of the cause of action first accruing is prior to the original inception date of this extension. 5. Any claim made if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirements.
<p>9</p> <p>SECOND-HAND GOODS (PRODUCTS LIABILITY)</p> <p>Subject to the terms and exclusions for products cover, we will pay all amounts which you become legally liable to pay as damages for liability arising from second-hand products.</p>	<ol style="list-style-type: none"> 1. Liability arising from the following second-hand products: <ol style="list-style-type: none"> a) upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy b) gas appliances of any description c) any appliance containing or using flammable liquids. 2. Liability arising from an agreement unless liability would have existed without the agreement. 3. Any claim when you have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.
<p>10</p> <p>COURT ATTENDANCE EXPENSES</p> <p>We will pay £250 per day if you, or any partner, director or employee, are required to attend court as a witness at our request in connection with a claim for which insurance is provided under this section.</p>	

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>11 CORPORATE MANSLAUGHTER</p> <p>We will pay all amounts which you become legally liable to pay overall for costs and expenses incurred with our prior written consent in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings <p>for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of your activities.</p> <p>The most we will pay for all claims under this extension is £500,000 in any one period of insurance.</p> <p>If this cover is also operative under:</p> <ul style="list-style-type: none"> the Employers' Liability section to this policy, the separate extension limits are replaced by one aggregate limit of £1,000,000 for all claims under this policy in any one period of insurance other policies issued by us to you, the most we will pay for all claims relating the same prosecution in total for all policies, including this policy, is £1,000,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Costs of any remedial or publicity orders, or steps to be taken by such orders. Proceedings consequent upon any deliberate act or omission by you or your managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. Costs and expenses: <ol style="list-style-type: none"> where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover where indemnity is otherwise provided by any other policy, insurer or from any other source. We will not pay any claim when you have failed to comply with the special requirements for this extension and such failure caused or worsened the liability.
<p>12 HEALTH AND SAFETY AT WORK</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings brought in respect of an offence under: the Health and Safety at Work etc. Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 <p>provided that the proceedings relate to an offence committed or alleged to have been committed during the period of insurance within the territorial limits and in the course of your activities.</p> <p>The most we will pay is £500,000 for any claim, but if a claim is also made under the Health and Safety at Work extension for the Employers' Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> you, or your directors or partners any employee responsible for compliance with the legislation. Proceedings related to the health, safety or welfare of employees. Legal costs and expenses covered elsewhere in this policy or by any other policy. Liability for bodily injury or damage to property.
<p>13 CONSUMER PROTECTION AND FOOD SAFETY</p> <p>We will pay all amounts which you become legally liable to pay for costs and expenses in:</p> <ul style="list-style-type: none"> the defence of any criminal proceedings an appeal against conviction arising from such proceedings brought in respect of a breach of: a) Part II of the Consumer Protection Act 1987 b) the Food Safety Act 1990 <p>provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of your activities and are brought within the territorial limits.</p> <p>The most we will pay for any claim in respect of the:</p> <ul style="list-style-type: none"> Consumer Protection Act is £500,000 Food Safety Act is £500,000. 	<ol style="list-style-type: none"> Fines or penalties of any kind. Proceedings consequent upon any deliberate act or omission by you, any director, partner or any employee responsible for compliance with the legislation. Legal costs, expenses, reimbursements or charges: <ol style="list-style-type: none"> covered elsewhere in this policy or by any other policy arising from an order made under Section 9 of the Food Safety Act resulting from any regulation under Section 45 of the Food Safety Act. Liability for bodily injury or damage to property.

Claims settlement for Public and Products Liability

LIMITS

The most **we** will pay:

- a) under this section, including any extension to this section not stated in b) below:
- i. for damages in respect of:
- all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
 - any **claim** arising out of any firework and/or bonfire event is £5,000,000 or, if lower,
 - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, an **act of terrorism**, firework and/or bonfire events, **products**, pollution or contamination
- ii. for damages and **costs and expenses** in respect of any **claim**:
- brought within the legal jurisdiction of the United States of America or Canada
 - (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with an **act of terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

Costs and expenses will be paid in addition to the indemnity limit unless **we** have stated otherwise.

The indemnity limit for the Property Owners' Liability section (if operative) shown in the schedule forms part of, and is not in addition to, the Public and Products Liability indemnity limit.

- b) under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.