

Public and products liability (adult education and learning)

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet, website or data held electronically.
Cyber attack	Any digital attack designed to disrupt access to or the operation of a computer system , including but not limited to any: <ol style="list-style-type: none">1. ransomware;2. virus;3. crypto-jacking; or4. denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. under your control or supervision and is self-employed or working on a labour-only basis;d. engaged by labour-only sub-contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary worker engaged with your permission.
Hacker	Anyone who gains unauthorised access to your website, intranet, computer system , network, telephony equipment, internet-connected device, network-connected device or data held electronically by you or on your behalf.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Insured premises	The space you occupy at the premises stated in the schedule. This includes any outbuildings and annexes you occupy on the same premises.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.



Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities or property that such person or third-party is not entitled to.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include drones .
Unintentional computer error	Any error or omission in a computer system that was not caused intentionally or deliberately by anyone.
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of your business, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none">arises out of:<ol style="list-style-type: none">any loss of a third-party's key or electronic pass card;any failure to secure a third-party's premises;the ownership or occupation of land or buildings; oris covered by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any:</p> <ol style="list-style-type: none">party individually stated in the Public and products liability section of the schedule under Named third parties; orother party with whom you have entered into a contract or agreement in connection with

your business;

and **you** are liable for that claim, **we** will treat such claim as if it had been made against **you** and make the same payment to such party that **we** would have made to **you**, provided that they:

- i. have not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accept that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- iii. have not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- iv. give **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities	If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.
Criminal proceedings costs	If, during the period of insurance , any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against you or any employee directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action or proceedings. However, we will only pay the costs incurred to defend any allegations of abuse or molestation covered under this section up to the date of any judgment or other final adjudication against the employee or an admission by the employee that an act of abuse or molestation did occur.
Loss of third-party keys	If, during the period of insurance and as a result of your business , you lose any key or electronic pass card belonging to a third-party for which you are legally responsible, and that party brings claim against you , we will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.
Failure to secure third-party premises	If, during the period of insurance , you fail to secure the premises of a third-party where you have been carrying out your business , and that party brings claim against you , we will pay the sums you have to pay as compensation to such third-party, provided that you have taken reasonable steps to secure the premises as required by that third-party.
Unauthorised use of third-party telephones by your employees	If, during the period of insurance and as result of your business , any of your employees uses a third-party's telephone system without authority, including any mobile or internet-based telephone network and that party brings claim against you , we will pay the sums you have to pay as compensation to such third-party, provided that we are notified within three months of the unauthorised use.
Defamation and intellectual property rights	<p>If as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> a. defamation; or b. infringement of intellectual property rights; <p>occurring during the period of insurance, we will indemnify you against the sums you have to pay as compensation. We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p> <p>However, we will not make any payment for:</p> <ol style="list-style-type: none"> i. any claim directly or indirectly due to any statement which you knew, or ought reasonably to have known, was defamatory at the time of publication; ii. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret; iii. any claim brought by any person falling within the definition of you or any party with a financial, executive or managerial interest in you; iv. your lost profit, mark-up or liability for VAT or its equivalent; or v. fines, contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages or additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any similar or successor legislation.
Defective Premises Act	If, during the period of insurance , you dispose of any premises in connection with your business and any party brings a claim against you under Section 3 of the Defective Premises

Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, **we** will pay for the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not in any event make any payment for any:

- a. liability where **you** are entitled to cover under any other insurance;
- b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

Contingent motor liability

If, any party brings a claim against **you** for **bodily injury** or **property damage** occurring during the **period of insurance** and arising from the use of any mechanically propelled vehicle or any attached trailer for **your business** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment under this extension for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**.
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer.
- c. arising from the vehicle being driven by any person who to **your** knowledge or that of **your** representatives does not hold appropriate insurance or a valid licence to drive the vehicle.
- d. insured under another insurance policy.

Failure to educate

If, as a result of **your business**, any party brings a claim against **you** during the **period of insurance** for **financial loss** for an actual or alleged breach of any duty to provide adequate coaching, teaching, testing or training, **we** will indemnify **you** against the sums **you** have to pay as compensation.

However, **we** will not make any payment under this extension for any claim or loss directly or indirectly due to financial loss:

- a. arising from any failure, withdrawal or inadequacy of necessary finance or financial default of any person, corporation or entity; or
- b. covered elsewhere in this section, or any other section of the **policy**.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Hirer liability

We will indemnify the hirer of the **insured premises** against **bodily injury** or **property damage** occurring during the **period of insurance** arising directly from their use of the **insured premises**.

We will not make any payment under this extension if the hirer:

- a. was using the **insured premises** for commercial or business purposes; or
- b. has the benefit of any other insurance policy that also provides indemnity for the hirer's activities; or
- c. hires the **insured premises** on a regular, permanent or long term basis unless:
 - i. the hirer is using the **insured premises** for the benefit of the local community; and
 - ii. **you** request that **we** provide indemnity.

This includes a claim brought by a third party, but not a claim brought by **you**.

Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you**

compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible	<p>A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to: <ol style="list-style-type: none"> a. vehicles or personal effects belonging to your employees or visitors, while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement; d. loss of a third-party's keys or electronic pass cards. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, drone, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p style="margin-left: 20px;">This does not apply to:</p> <ol style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway; c. any claim covered under What is covered, Contingent motor liability.
Injury to employees	<ol style="list-style-type: none"> 3. Bodily injury to any: <ol style="list-style-type: none"> a. employee; or b. person supplied by you to a client under contract which occurs anywhere other than at your premises.
Pollution	<ol style="list-style-type: none"> 4. a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or <ol style="list-style-type: none"> ii. any bodily injury or property damage directly or indirectly caused by pollution; <p style="margin-left: 40px;">unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance;</p> b. any pollution occurring in the United States of America or Canada.
Cyber	<ol style="list-style-type: none"> 5. any cyber attack, hacker, unintentional computer error or social engineering communication.
Professional advice	<ol style="list-style-type: none"> 6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by you. <p style="margin-left: 20px;">This does not apply to any claim that is covered under What is covered, Failure to educate.</p>
Treatment or care	<ol style="list-style-type: none"> 7. the provision of or failure to provide any treatment or care or a person or animal, other than the provision of first aid in connection with your business.
Tour operator's liability	<ol style="list-style-type: none"> 8. any business activity where you are deemed in law to be liable, purely as a result of: <ol style="list-style-type: none"> a. the Package Travel and Linked Travel Arrangements Regulations 2018; b. any similar or successor legislation; or c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
Your products	<ol style="list-style-type: none"> 9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.

	<p>10. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products;</p> <p>c. any products relating to drones or self-balancing motorised scooters.</p>
Inefficacy	<p>11. inefficacy.</p> <p>This does not apply to any claim that is covered under What is covered, Failure to educate.</p>
Deliberate or reckless acts	<p>12. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.</p>
Placed personnel	<p>13. the actions of any person supplied by you to a client under contract.</p>
Contracts	<p>14. your liability under any contract which is greater than the liability you would have at law without the contract.</p>
War or nuclear	<p>15. war or nuclear risks.</p>
Asbestos	<p>17. asbestos risks.</p>
Inflatables	<p>17. inflatable play equipment including but not limited to bouncy castles, slides and rides.</p>
Fireworks displays	<p>18. bonfires, fireworks, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern, unless:</p> <p>a. such activity is carried out by sub-contractors; and</p> <p>b. you take all reasonable steps to ensure that the sub-contractors have and maintain in force public liability insurance with a limit of indemnity of not less than under this section of the policy.</p>
	<p>B. We will not make any payment for:</p>
Restricted recovery rights	<p>1. that part of any claim where your right of recovery is restricted by any contract.</p>
Non-compensatory payments	<p>2. fines and contractual penalties, punitive or exemplary damages.</p>
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Geographical limits	<p>4. any claim brought against you:</p> <p>a. resulting from any work you undertake in any country outside the geographical limits; or</p> <p>b. for bodily injury or property damage, arising from any products, occurring in any country outside the geographical limits.</p>
Excess	<p>5. the amount of any relevant excess.</p>

How much we will pay

We will pay up to the limit of indemnity stated in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** stated in the schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Abuse or molestation	For claims brought against you for abuse or molestation , the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .
Failure to educate	For claims brought against you under What is covered , failure to educate, the most we will pay is the amount stated in the schedule including defence costs . This is included within, and not in addition to, any overall limit stated in the schedule .
Products	For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . The most we will pay for defence costs in relation to pollution claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
Criminal proceedings costs	The most we will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against you and your employees during the period of insurance .
Terrorism	For claims arising from terrorism , the most we will pay is the amount stated in the schedule including defence costs . This is included within, and not in addition to, any overall limit stated in the schedule .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .
Defamation and intellectual property rights	For claims arising from defamation and infringement of intellectual property rights occurring during the period of insurance , the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .

Additional cover

Court attendance compensation	We will pay you compensation, as stated in the schedule, for each day or part day that any of your directors, partners, trustees, committee members, senior managers or officers in actual control of your operations or other employees are required to attend court in relation to a claim covered under this section. The most we will pay for the total of all court attendance covered under this section is stated in the schedule.
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<ol style="list-style-type: none"> 1. We will not make any payment under this section unless you notify us: <ol style="list-style-type: none"> a. immediately and in any event within seven days of: <ol style="list-style-type: none"> i. a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation; ii. your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member or employee has committed abuse or molestation; or iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
---------------------	--

- b. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **products** are defective.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

by email to: liability.claims@hiscox.com; or

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Correcting problems

3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.