

Public and Product Liability Insurance

Insurance Policy Information Document



Insurer: QBE Danmark, filial af QBE Europe SA/NV, Belgien (39800985)

Product: Public and Product Liability Policy
General & Products Liability Insurance Policy

Complete pre-contractual and contractual information on the product is provided in other documents, such as the policy schedule and the terms and conditions.

What is this type of insurance?

This is a liability insurance covering the legal liability to pay compensation in respect of a third party personal injury or property damage caused by or in connection with the insured's business.



What is insured?

- ✓ The Insurance cover is provided through two different modules: General Liability and Product Liability.
- ✓ General Liability Insurance provides financial protection against liability to pay claims for damages resulting from personal injury or property damage as a result of operations/services performed by the insured company.
- ✓ Products Liability Insurance provides financial protection against liability to pay claims for damages resulting from personal injury or property damage as a result of a defective product manufactured, distributed or sold by the insured company.
- ✓ Costs and expenses awarded against you or incurred in defence of a claim are also part of the coverage provided by the policy. Defence costs are generally payable in addition to the limit of indemnity (except for defence costs relating to claims brought in North America where such costs form part of the limit).
- ✓ Insurance sum: The liability of QBE is subject to an overall limit and to various limits and sub-limits which are stated in the policy schedule.



What is not insured?

- ✗ Motor liability.
- ✗ Liability due to the use of a vessel or aircraft.
- ✗ Dog liability.
- ✗ Hunter liability.
- ✗ Liability for nuclear damage.
- ✗ The insurance shall not cover liability, which is the result of a promise by the insured to provide compensation of a type, an amount or on a basis, which exceeds or is stricter than what follows from the general provisions on compensation of Danish law.
- ✗ Liability for compensation or damage not on the account of bodily injury or property damage,
- ✗ Liability for damage to or loss concerning the product or service itself,
- ✗ Liability for damage to property caused by the non-delivery or late delivery of goods or by the non-provision or late provision of services,
- ✗ Damage to or loss concerning property owned by the Policyholder,
- ✗ Any property damage to the products of the insured,
- ✗ Fines, penalties, punitive, aggravated or exemplary damages or any enhanced damages resulting from the multiplication of compensatory damages.

The above lists are not exhaustive, and in all cases will the wording of the policy apply. Be aware that all policies including coverages can be customized to the clients need.



Are there any restrictions on cover?

- ⚠ *As part of the General Liability cover the insurance shall only cover liability for claims arising out of environmental impairment to or through air, soil or water from the insured's business, its waste dumps or its removal of waste production, surplus production or scrap production and any bodily injury or property damage occasioned thereby, insofar as any such injury or damage occurs unexpectedly, unintentionally and by sudden accident and not as a result of any deliberate, conscious or grossly negligent breach of current public regulations on the part of the insured.*
- ⚠ *any loss which results from a deliberate act or omission of the insured and which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission,*
- ⚠ *any criminal action/deed or any action/deed committed while in violation of any law or ordinance*
- ⚠ *any claim based on any express warranty of the insured,*
- ⚠ *damage or loss caused by products or services which are used in off-shore installations,*
- ⚠ *damage or loss caused by products or services which are used in the operation of aircraft*
- ⚠ *any Claim arising out of a loss the circumstances of which the insured were aware prior to the inception of this Policy.*
- ⚠ *any injury or damages resulting in a claim or suit by any insured against any other insured.*



What are my obligations?

- To, at the request of the insurer, disclose information that may have a bearing on whether insurance cover should be granted, extended or renewed,*
- To, at the request of the insurer, disclose details of any circumstances that have a clear bearing on the assessment of risk,*
- To correct any incorrect or complete information about circumstances that have a clear bearing on the assessment of risk without unreasonable delay,*
- To observe and fulfil provisions of the policy,*
- To notify the insurer of any increasing of risk as a result of change in circumstances*
- To take all reasonable steps to prevent an insured event from arising or continuing, to take all reasonable measures to avoid or minimize any claims which arise or may arise and to take all reasonable steps to prevent other claims from arising out of the same general harmful conditions,*
- To give the insurer prompt notice in writing of any claim, suit, summons or other process served and of receipt of notice of an intention to hold the insured responsible for a loss,*
- To render all possible co-operation and assistance in relation to a claim, suit or conduct of legal proceedings at the request of the insurer,*
- To co-operate with all matters necessary in the investigation of a claim, defence of any suit, submit to any examination or interrogation, attend hearings, depositions and trials, assist in effecting settlement, securing and giving evidence, obtaining attendance of witnesses, give written statements or statements and attend meetings for the purpose of investigation and/or defence.*



Where am I covered?

Unless stated otherwise in the policy schedule, this insurance solely applies to claims arising from a loss in Denmark."



When and how do I pay?

The duration of payments of premium and other payment details are set out in the policy and the policy schedule.



When does the cover start and end?

The insurance is an annual contract unless stated otherwise and shall be renewed at the end of each policy year unless notice of termination is given with one month's notice to the end of a policy year. The start date and end date of the policy is stated in the policy schedule.



How do I cancel the contract?

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. QBE may cancel the insurance in the event of non-payment of the premium.