

## Professional insurance portfolio

### Policy wording

#### A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

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#### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



**Ben Horton**  
CUO, Hiscox Underwriting Ltd

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#### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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## General terms and conditions

#### General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

#### Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

#### Business

**Your** business or profession as shown in the schedule.

#### Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ul style="list-style-type: none"> <li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li> <li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ul>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> <li>a. is committed for political, religious, ideological or similar purposes; and</li> <li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>c. <ul style="list-style-type: none"> <li>i. involves violence against one or more persons; or</li> <li>ii. involves damage to property; or</li> <li>iii. endangers life other than that of the person committing the action; or</li> <li>iv. creates a risk to health or safety of the public or a section of the public; or</li> <li>v. is designed to interfere with or to disrupt an electronic system.</li> </ul> </li> </ul>
<b>Virus</b>	<b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The insured named in the schedule.

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**General conditions** The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Presentation of the risk	1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.



have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds	<p>8. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>
Aggregate limit	<p>9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p>
Rights of third parties	<p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>
Arbitration	<p>14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>

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## General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

Your obligations	<p>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>a. give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b> in accordance with the terms of each section; and</li> <li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>.</li> </ol> <p>2. <b>You</b> must:</p> <ol style="list-style-type: none"> <li>a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and</li> <li>b. give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become legally liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ol> <p>If <b>you</b> fail to do so, <b>you</b> shall be liable to <b>us</b> for an amount equal to the detriment <b>we</b> have suffered as a result of <b>your</b> failure to comply with this obligation, which <b>we</b> may deduct from any payment <b>we</b> make under this <b>policy</b>.</p>
Fraud	<p>3. If <b>you</b> or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then:</p> <ol style="list-style-type: none"> <li>a. <b>we</b> shall be entitled to give <b>you</b> notice of termination of the <b>policy</b> with effect from</li> </ol>



the date of any fraudulent act or claim or the provision of such false information;

- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

- 4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

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

Claims may fall under **Part 1** or **Part 2** of this **section** and **you** should read it carefully, paying particular attention to **Your obligations** under both parts in order to ensure that **you** fully understand what **you** must do, and when, in the event of different types of claim. Please note that cover under **Part 1** is given on a 'claims made' basis and cover under **Part 2** is given on a 'claims occurring' basis.

### Special definitions for this section

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation or any other act of a sexual nature or undertaken with a sexual motive.
<b>Bodily injury</b>	Death, or any bodily or mental injury or distress or any disease of any person.
<b>Business activity</b>	The activities stated in the schedule, or proposal form, or in material representations agreed by <b>us</b> , which <b>you</b> perform in the course of <b>your business</b> .
<b>Client</b>	<b>Your</b> patient, including where <b>your</b> patient is an animal, or any other third party however they shall be known, who is the intended recipient of the products or services falling under the guise of <b>your business</b> .
<b>Communicable disease</b>	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li> </ol> any <b>computer or digital technology</b> .
<b>Contact sports</b>	Any contact sports, including but not limited to rugby, football, kick boxing, martial arts and any other sport where physical contact is made between participants.
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol>

<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> . For claims under <b>Part 1</b> of this <b>section</b> only, this also includes representation at a coroner's inquest arising out of the death of any <b>client</b> of <b>yours</b> in connection with a claim covered under <b>Part 1</b> of this <b>section</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"><li>1. <b>computer or digital technology</b>; or</li><li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li></ol>
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Malpractice</b>	Any <b>bodily injury</b> , illness, disease or death of any <b>client</b> caused by any negligent act, error or omission committed by <b>you</b> : <ol style="list-style-type: none"><li>a. in the performance of a <b>business activity</b>; or</li><li>b. in the course of a <b>Samaritan act</b>.</li></ol>
<b>Online work</b>	Any <b>business activity</b> where conducted electronically either: <ol style="list-style-type: none"><li>a. live, visual, interactive and held in real time; or</li><li>b. pre-recorded and non-interactive.</li></ol>
<b>Open online work</b>	Any <b>business activity</b> where conducted electronically which is pre-recorded, non-interactive and accessible by anyone who is not registered.
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<b>Personal injury</b>	False arrest, detention or imprisonment, malicious prosecution, wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Public liability</b>	<ol style="list-style-type: none"><li>a. any bodily injury, mental injury, illness, disease or death of any person but excluding as a result of <b>malpractice</b>; or</li><li>b. physical loss of or injury to or destruction of tangible property (including the resulting loss of use of such property).</li></ol>
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>Samaritan act</b>	Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

<b>Section</b>	Both <b>Part 1 – malpractice</b> and <b>Part 2 – public and products liability</b> .
<b>Website</b>	Any website(s), intranet or extranet where <b>you</b> have full control over the content and which <b>you</b> run for the promotion of <b>your own business</b> .
<b>You/your</b>	The person named in the schedule. This includes the personal representatives or estates of such person in the event of their death or lack of capacity, but only for the liabilities of the person named in the schedule.

## Part 1 – malpractice

### What is covered

#### (Part 1 – malpractice)

The cover given under **Part 1** of this **section** is given on a 'claims made' basis which means that the **policy** will cover any valid claim made during the **period of insurance**.

#### Claims against you

If during the **period of insurance**, and as a result of **your business activity** performed within the **geographical limits** on or after the **retroactive date**, any party brings a claim against **you** for:

Malpractice

a. **malpractice**;

Negligence

b. negligence or breach of a duty of care; or

Libel or slander

c. libel or slander arising out of the content of **your website**;

**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 **Part 1** of this **section**.

#### Teaching, training and student cover

**We** will also indemnify **you** against the sums **you** have to pay as compensation, if during the **period of insurance** any party brings a claim against **you** as a result of:

Teaching or training

- a. any teaching or training **you** offer in connection with **your business activities**, but only where:
- i. **you** are qualified to provide teaching or training in those **business activities**; and
  - ii. in the cases where **you** are providing any formal accreditations, **you** are fully authorised to do so.

Your students

b. any **business activities** performed by a student of **yours** in furtherance of their training qualification either under **your** supervision or where unsupervised following **your** assessment of their competency; or

You as a student

c. any **business activity you** performed in the capacity of a student in furtherance of **your** training qualification, either under the supervision of **your** teacher or trainer or where unsupervised following an assessment of **your** competency by **your** teacher or trainer.

Restricted online work

**We** will also indemnify **you** against the sums **you** have to pay as compensation, if during the **period of insurance** any party brings a claim against **you** as a result of **online work**, providing that **you**:

- a.
  - i. perform **your online work** via a secure platform or medium that requires all **clients** to register their personal contact details and gain access using ID and password; and
  - ii. are not selling or promoting third-party **products** online in the capacity of an influencer, brand ambassador or affiliate.

However, this does not apply to **products you** sell or supply as a licenced stockist; and

- b. prior to passing any students case study work, where teaching or training was included in **your online work**, **you** performed a face-to-face final assessment of such work.



## Combined malpractice, public and products liability

### Policy wording

#### Open online work optional cover

**We** will also indemnify **you** against the sums **you** have to pay as compensation, if during the **period of insurance** any party brings a claim against **you** as a result of **open online work**, providing that **you**:

- a. have selected to add additional cover for **your open online work**;
- b. have paid the applicable additional premium; and
- c. **open online work** is stated in the cover extensions section of **your policy** schedule.

Where **you** have selected cover for **your open online work**, restricted online work, a. i. above is deleted.

#### Claims against principals

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 a customer of **your business** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of **Part 1** of this **section**;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

#### Avoiding a potential claim against you

If:

- a. **your client** has reasonable grounds for being dissatisfied with the work **you** have done, refuses to pay for any or all of it, including amounts **you** legally owe to self-employed freelancers, sub-contractors or outsourcers at the date of the refusal;
- b. **your client** threatens to bring a claim against **you** for more than the amount owed and **we** are satisfied that the threatened claim has reasonable prospects of success; and
- c. **we** believe that it may be possible to settle the dispute with the **client** by **your** agreeing not to press for the disputed amount.

**we** may, in **our** discretion, pay **you** the amount owed to **you** over and above the **excess**. If **we** do, **you** must agree not to press **your client** for the disputed amount.

Alternatively, if it is not possible to reach agreement with the **client** on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** may pay the amount owed to **you** at that time, over and above the **excess**.

If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity stated in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Once **we** agree to make any payment above, **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

**We** will not make any payment for any money owed to **you** if the claim or threatened claim, or part of the claim or threatened claim, is not covered by **Part 1** of this **section**.

#### Your own losses

##### Loss of documents

If during the **period of insurance** and on or after the **retroactive date** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

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**What is not covered****(Part 1 – malpractice)**Matters specific to  
your business

A. **We** will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to:

1. any actual or alleged **abuse or molestation** by anyone.
2. the performance of any of **your business activities** by any individual other than specified authorised persons, if **your** schedule or any **endorsements** to this **policy** specify that such **business activities** can only be performed by specified authorised persons.
3. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
4. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Cyber incidents

6. or contributed to by, resulting from or in connection with any:
  - a. **cyber attack**;
  - b. **hacker**;
  - c. **social engineering communication**;
  - d. **computer or digital technology error**;
  - e. any fear or threat of 6.a. to 6.c. above; or
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.e. above.
7. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.
8. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party, unless **our** prior written agreement has been obtained.

Breach of intellectual property

9. **your** passing-off, breach of any copyright, patent or other intellectual property right.

Breach of confidentiality

10. **your** breach of confidentiality or any infringement or violation of any right to privacy or in relation to any **personal data**.

Matters insurable elsewhere

11. any **bodily injury** or illness suffered by anyone, other than **malpractice**.
12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
13. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
14. the loss, damage or destruction of any tangible property. However, this exclusion does not apply to any **loss** directly arising from any tangible document of **yours** which is necessary for the performance of **your business activity** and which is lost, damaged or destroyed while in **your** possession.
15. any personal liability incurred by any individual falling within the definition of **you** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, other than when performing a **business activity** for a **client**, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
16. **your** supply, manufacture, sale, installation or maintenance of any **product**. However, this does not apply to any claim arising directly from the application of a **product** by **you** to a **client** in the course of **your business activity**, provided that

	the <b>product</b> was not manufactured by <b>you</b> and <b>you</b> have a right of recourse against the <b>product</b> supplier or manufacturer.
Deliberate, reckless or dishonest acts	17. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
Intoxication	18. the performance of any <b>business activity</b> by <b>you</b> while <b>you</b> are under the influence of intoxicants or narcotics.
Patch testing	19. any treatment undertaken following an allergic reaction to a patch test relevant to that treatment.
Medical work	20. the provision of, or failure to provide, any primary or secondary medical treatment, advice or diagnosis, such as that provided by qualified medical practitioners.
Regulatory proceedings or claims	21. any criminal, regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against <b>you</b> or conducted by any governmental, administrative or regulatory body.
Student cover	22. any <b>business activities</b> performed by a student of <b>yours</b> unless: <ul style="list-style-type: none"> <li>a. <b>your</b> student was, at the time, otherwise insured for their own <b>malpractice</b>, errors and omissions and public liability and products liability; and</li> <li>b. <b>you</b> took all reasonable steps to ensure that such insurance was in force prior to commencement of any such <b>business activities</b>.</li> </ul>
Guarantees or warranties	23. any guarantees, promises or warranties <b>you</b> make with regard to the outcome of any treatment or services <b>you</b> provide or any <b>product you</b> supply or apply in the course of <b>your business</b> .
Bloodstock	24. any liability, including but not limited to <b>malpractice</b> , in relation to racehorses or any horses that have been specifically bred for racing or used in the process of an occupation for financial gain.
Pre-existing problems	25. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> , or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Asbestos	26. <b>asbestos risks</b> .
War, terrorism or nuclear risks	27. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> <li>a. <b>war</b>;</li> <li>b. <b>terrorism</b>;</li> <li>c. <b>nuclear risks</b>; or</li> <li>d. fear or threat of 27.a. or 27.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 27.a. to 27.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 28.b. above it will be for <b>you</b> to show that the exclusion does not apply.</p>
Communicable disease	28. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> <li>a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu');</li> <li>b. influenza A (H1N1) (also known as 'swine flu');</li> <li>c. coronavirus disease (Covid-19);</li> <li>d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);</li> <li>e. any variation, strain, virus, complex or syndrome that is related to anything in 28.a. to 28.d. above;</li> </ul>

- f. any fear or threat of 28.a. to 28.e. above; or
- g. any action taken in controlling, preventing, suppressing, responding or in any way relating to 28.a. to 28.f. above.

However, exclusion 28.c. does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (Covid-19) or any related variation, strain, complex or syndrome.

29. or contributed to by, resulting from or in connection with any:

- a. **communicable disease**;
- b. fear or threat of any **communicable disease**; or
- c. action taken to control, prevent, suppress, respond or in any way relating to any such **communicable disease**;

which has led to any:

- i. full or partial imposition of quarantine or restriction in the movement of people or animals, including any shelter in place or stay at home order or instruction; or
- ii. travel advisory, warning or restriction;

being issued or imposed by any state, national or international body, agency or other competent body or authority.

However, this exclusion does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (Covid-19) or any related variation, strain, complex or syndrome.

Infrastructure failure

30. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

Ear piercing

31. ear piercing. However, this exclusion does not apply to ear piercing which is carried out on the soft non-cartilaginous part of the ear lobe, using a system designed to protect the piercing instrument from contamination and where:

- a. **you** use pre-sterilised ear studs and back clasps at all times; and
- b. in the case of any minor who is aged 16 or younger, that minor's parent or guardian provided written consent prior to the ear piercing.

Laser and IPL

32. any laser or Intense Pulsed Light (IPL) treatment. However, this does not apply to low level laser therapy.

Contraindications

33. any treatment performed where the **client** has notified **you** during the informed consent process of a pre-existing health condition that would infer a contraindication to such treatment, unless the **client** has provided **you** with written confirmation from their GP that they can receive such treatment.

Treatment of minors

34. any **business activity** performed on or attended by a minor who is aged 16 or younger, unless:

- a. their parent or guardian gives their prior consent; and
- b.
  - i. their parent or guardian is in attendance during the appointment; or
  - ii. their parent or guardian gave their prior written consent not to be in attendance.

Use of sunbeds or solaria

35. cancer arising from, or contributed to by, the use of any sun beds or solaria.

Participant-to-participant injury

36. any participant-to-participant injury arising as a result of participation in **contact sports**.

Promotional deals and social media

37. any breach of any promotional deals or any unauthorised access to any social media platform.

Teaching or training, your work as a student or online work	38. any teaching or training, any <b>business activity you</b> performed in the capacity of a student or <b>online work</b> or <b>open online work</b> , other than as specifically covered under <b>Teaching, training and student cover</b> , Restricted online work and Open online work optional cover.
Claims brought by a related party	<p>B. <b>We</b> will not make any payment for:</p> <p>1. any claim brought by any individual falling within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company.</p> <p>This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> or where an individual falling within the definition of <b>you</b> is being treated in the capacity of a <b>client</b>.</p>
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract, unless <b>our</b> prior written agreement has been obtained to that contract.
Consequential loss	<p>3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.</p> <p>4. any trading loss or trading liability including those arising from the loss of any <b>client</b>, account or business.</p>
Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages or additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	<p>6. 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>
Personal data claims	<p>7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b>.</p> <p>However, this does not apply to any covered claim or part of a covered claim made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered, A. 6. Cyber incidents</b> above. The most <b>we</b> will pay in relation to any such covered claim(s) is the special limit stated in the schedule for <b>personal data</b> claims.</p>

### How much we will pay

#### (Part 1 – malpractice)

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity stated in the schedule for this **section**, irrespective of the number of claims that **you** may make under either **Part 1** or **Part 2**, unless limited below or in the schedule. **You** must pay any relevant **excess** stated in the schedule.

#### Special limits

Coronavirus (Covid-19)	For any claim or part of a claim due to, contributed to by, resulting from or in connection with coronavirus (Covid-19) or any related variation, strain, complex or syndrome, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims, including <b>defence costs</b> .
Animals	For claims arising from the treatment of <b>your</b> animal <b>patients</b> the most <b>we</b> will pay is the amount stated in the schedule for each claim, including <b>defence costs</b> .
Claims against principals	For claims covered under <b>What is covered</b> , Claims against principals the most <b>we</b> will pay is the limit stated in the schedule for the total of all such claims under this <b>section</b> , including their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.

Open online work optional cover	For claims arising from <b>open online work</b> , the most <b>we</b> will pay is the limit stated in the schedule for the total of all such claims including their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Personal data claims	The most <b>we</b> will pay for the total of all claims or parts of claims against <b>you</b> by a <b>client</b> including <b>defence costs</b> , which arise directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> relating to <b>personal data</b> is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this <b>section</b> . <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Loss of documents	For <b>your</b> own losses arising from a loss of <b>your</b> tangible documents the most <b>we</b> will pay to restore or replace any lost, damaged or destroyed document is the amount stated in the schedule for the total of all such losses.
Libel and slander	For claims for libel or slander arising from the content of <b>your website</b> the most <b>we</b> will pay is the limit stated in the schedule for the total of all such claims, including their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Paying out the limit of indemnity	At any stage of a claim <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that claim or its <b>defence costs</b> .

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## Your obligations

### (Part 1 – malpractice)

If a problem arises	<ol style="list-style-type: none"><li>1. <b>We</b> will not make any payment under <b>Part 1</b> unless <b>you</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b> or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry:<ol style="list-style-type: none"><li>a. <b>your</b> first awareness of anything, including any actual or alleged shortcoming in <b>your</b> work for a <b>client</b> which is likely to lead to a claim against <b>you</b>. This includes any criticism of <b>your</b> work even though regarded by <b>you</b> as unjustifiable. If <b>we</b> accept <b>your</b> notification <b>we</b> will regard any subsequent claim as notified to this insurance;</li><li>b. any claim or threatened claim against <b>you</b>;</li><li>c. the receipt of notice from any person of an intention to hold <b>you</b> responsible for any <b>malpractice</b> or other act, error or omission;</li><li>d. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any individual falling within the definition of <b>you</b>, or any self-employed freelancer, sub-contractor or outsourcer has acted dishonestly;</li><li>e. every letter, claim, writ, summons or process against <b>you</b> for actual or alleged <b>malpractice</b>.</li></ol></li><li>2. When dealing with <b>your client</b> or a third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under <b>Part 1</b> of this <b>section</b> by an amount equal to the detriment that <b>we</b> have suffered as a result.</li><li>3. <b>You</b> must at all times:<ol style="list-style-type: none"><li>a. i. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by <b>us</b> or <b>our</b> duly appointed representatives; and</li><li>ii. retain the records referred to in 3.a.i. above for a period of at least five years from the date of treatment and, in the case of a minor, for a period of at least five years after that minor attains majority;</li></ol></li></ol>
Record-keeping	

## Products

- b. take reasonable steps to ensure that, in respect of any third-party manufactured **products you** have supplied, sold or applied as part of **your business activities**:
  - i. such **products** complied with all relevant health and safety regulations and standards in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;
  - ii. such **products** were supplied with any instructions which were necessary for the **product's** safe use;
  - iii. such **products** were fit and proper for their supplied purpose;
  - iv. such **products** were made within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar or **you** have sourced the **product** from a supplier within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar and **you** have a written contract or proof of sale for the **product**; and
  - v. the supplier **you** use is reputable and has appropriate **products** insurance in place.
- 4. **You** must ensure that:

## Tools and implements

- a. any tool or implement used in the performance of **your business activity** which is intended to be in contact with bodily fluid (whether human or animal) or to penetrate tissue (whether human or animal) is handled, used and stored in accordance with the manufacturers' instructions.

Where the equipment is suitable to be used more than once and where approved by the manufacturer for single use, it must be sterilised prior to use in accordance with Department of Health or equivalent guidelines;

## Sunbeds and/or solaria

- b. in relation to the use of sunbeds or solaria:
  - i. prior to use **you** have provided written information to each **client**, as well as displayed at eye level, **your** instructions for the safe use of the equipment which includes reference to the need to limit exposure as well as contraindications of use;
  - ii. protective goggles are provided to each **client**, that have, where applicable, been sanitised according to manufacturer's instructions prior to each use;
  - iii. operation of the equipment is done under **your** strict supervision following **your** attendance at the manufacturer's training; and
  - iv. the equipment is less than seven years' old, is owned, hired or leased and used exclusively by **you** and is regularly maintained and serviced in accordance with manufacturer's instructions.

In respect of b.i. above, any **client** that is contraindicated must be denied use of the equipment until a time they can produce copies of medical certificates confirming that they can safely use **your** equipment, which **you** must retain on file for a period of at least five years;

## Patch testing

- c. at least 24 hours prior to:
  - i. the application of false eyelashes;
  - ii. any eyelash or eyebrow tinting;
  - iii. any eyelash perming treatment; or
  - vi. the application of any other chemicals to the skin;

a skin patch test must be performed on:

1. new **clients** to be treated;
2. existing **clients**, where a year has passed since their last patch test; or
3. where the product being applied has been changed since the **client's** last treatment of that kind.

	The results of each patch test must be recorded in writing on the <b>client's</b> record;
Photographs and videos of clients	d. <b>you</b> obtain permission from <b>your clients</b> prior to using any photographs or videos that are included in on any marketing, promotional material or social media platform; and
Medical questionnaire or PARQ	e. i. all new fitness, gym or aerobics <b>clients</b> complete either a medical questionnaire or pre-exercise health questionnaire (PARQ); and ii. any such questionnaire is reviewed by <b>you</b> prior to commencement of any fitness or exercise classes forming part of <b>your business activity</b> , to ensure the <b>client's</b> suitability to participate in any such activity.
Teaching, training and student cover	5. For cover under <b>What is covered, Teaching, training and student cover</b> where any <b>business activity</b> is performed unsupervised following an assessment of competency, <b>you</b> must ensure that: a. the recipients are aware that the full qualification has not yet been achieved; and b. the <b>business activities</b> performed fall within the scope of the training previously reached at the time they were performed and the competency levels assessed.
Online work	6. For any <b>online work</b> or <b>open online work</b> , <b>you</b> must ensure that <b>you</b> have: a. communicated with any participants domiciled outside of the United Kingdom, Channel Islands or Isle of Man, that participation is subject to and governed by English law and the exclusive jurisdiction of the Courts of England and Wales; and b. appropriately addressed the level of experience or other prerequisite criteria required by the participants to whom the <b>online work</b> or <b>open online work</b> is aimed, ensuring, where appropriate, that they are situated in a suitable environment prior to commencement.
Products and services for a client	7. <b>You</b> must take reasonable steps to remedy or rectify, at <b>your</b> or their expense, any defect or failure in the <b>products</b> or services <b>you</b> have supplied to a <b>client</b> , customer or distributor.

**We** will not make any payment under **Part 1** of 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 claim or loss occurring in the circumstances in which it occurred.

## Control of defence

### (Part 1 – malpractice)

**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 under **Part 1** of this **section**.

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

### Appointment of legal representation

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 agreement. 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.

### Partially covered claims

**We** will not pay any part of a claim and its associated costs which is not covered by this **section**. If a claim is made which is not wholly covered by **Part 1** of this **section** or is brought against **you** and any other party who is not covered under **Part 1** of this **section**, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.



Advancement of defence costs	<b>We</b> will pay <b>defence costs</b> covered by <b>Part 1</b> of this <b>section</b> on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under <b>Part 1</b> of this <b>section</b> . <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under <b>Part 1</b> of this <b>section</b> .
Payment of full limit of indemnity	<b>We</b> have no further duty to indemnify <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b> , Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.
Payment of excess	<b>Our</b> duty to make any payment under <b>Part 1</b> of this <b>section</b> arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.
Disputes	For the purposes of <b>Control of defence</b> in <b>Part 1</b> of this <b>section</b> , <b>General condition 14</b> , Arbitration, within the <b>General terms and conditions</b> is amended to read as follows:  Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on <b>you</b> and <b>us</b> in relation to matters referred under this clause. The costs of such opinion shall be met by <b>us</b> .

## Part 2 – public and products liability

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### What is covered

**(Part 2 – public and products liability)**

The cover given under **Part 2** of this **section** for **public liability** and product liability is given on a 'claims occurring' basis which means that the **policy** will cover any valid claim arising from loss or damage which occurs during the **period of insurance**.

Claims against you

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**; or
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

**we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee (where **you** have declared to **us** that **you** have them) or student worker of **yours** when they are acting on **your** behalf where applicable.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by **Part 2** of this **section**.

Overseas personal liability

**We** will indemnify **you** and if **you** so request, **your** employees (where **you** have declared to **us** that **you** have them) or spouse of such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury** occurring during the **period of insurance** and 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:

- a. where indemnity arises out of the ownership or occupation of land or buildings; or
- b. where indemnity is provided by any other insurance.

Claims against principals

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 a customer of **your business** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of **Part 2** of this **section**;

## Combined malpractice, public and products liability

### Policy wording

- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- d. gives **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 limit of indemnity stated in the schedule.

#### Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under **Part 2** of this **section**, **we** will pay the costs incurred with **our** prior written agreement to defend such an action against **you** or any employee of **yours**.

#### Additional cover

**We** will also provide the cover shown below, which is in addition to the overall limit of indemnity.

#### Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under **Part 2** of this **section**, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

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## What is not covered

### (Part 2 – public and products liability)

#### Property for which you are responsible

- A. **We** will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to:
  - 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:
    - a. employees' or visitors' vehicles or effects 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**; or
    - 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.
  - 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, 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.
 

This does not apply to:

    - a. any **tool of trade**; or
    - b. the loading or unloading of any vehicle off the highway.

#### Animals

- 3. any treatment of an animal.

#### Injury to employees

- 4. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

#### Pollution

- 5. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
  - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, 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**; or
- b. any **pollution** occurring in the United States of America or Canada.

#### Cyber incidents

- 6. contributed to by, resulting from or in connection with any:
  - a. **cyber attack**;
  - b. **hacker**;

## Combined malpractice, public and products liability

### Policy wording

	<ul style="list-style-type: none"> <li>c. <b>computer or digital technology error</b>; or</li> <li>d. any fear or threat of 6.a. to 6.b. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.</li> </ul>
Professional advice and services	<p>7. a. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b>; or</p> <p>b. <b>malpractice</b>.</p>
Abuse or molestation	8. any actual or alleged <b>abuse or molestation</b> by anyone.
Your products	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</p> <p>10. a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b>;</p> <p>b. any <b>products</b> 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 <b>products</b>.</p>
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. any act, breach, omission or infringement <b>you</b> 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.
Contracts	13. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	14. failure of any item of software to recognise any date.
Asbestos	15. <b>asbestos risks</b> .
War, terrorism or nuclear risks	<p>16. or contributed to by, resulting from or in connection with any of the following:</p> <ul style="list-style-type: none"> <li>a. <b>war</b>;</li> <li>b. <b>terrorism</b>;</li> <li>c. <b>nuclear risks</b>; or</li> <li>d. any fear or threat of 16.a. to 16.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 16.a. to d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 16.b. above it will be for <b>you</b> to show that the exclusion does not apply.</p>
Personal data	17. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .
Regulatory proceedings or claims	<p>18. any regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against <b>you</b> or conducted by any governmental, administrative or regulatory body.</p> <p>However, this does not apply to the costs for any claims brought by any governmental, administrative or regulatory body for any criminal action covered by <b>What is covered</b>, Criminal proceedings costs.</p>

Participant-to-participant injury	19. any participant-to-participant injury arising as a result of participation in <b>contact sports</b> .  B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

## How much we will pay

### (Part 2 – public and products liability)

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity stated in the schedule for this **section**, irrespective of the number of claims that **you** may make under **Part 1** or **Part 2**, unless limited below or in the schedule. **You** must pay any relevant **excess** stated in the schedule.

### Special limits

Overseas personal liability	For claims covered under <b>What is covered</b> , Overseas personal liability the most <b>we</b> will pay is the limit stated in the schedule for the total of all such claims including their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Claims against principals	For claims covered under <b>What is covered</b> , Claims against principals the most <b>we</b> will pay is the limit stated in the schedule for the total of all such claims under this <b>section</b> , including their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in the schedule.
Products liability	For claims arising from <b>products</b> the most <b>we</b> will pay is the limit stated in the schedule for the total of all such claims including their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal or regulatory actions or proceedings is the limit stated in the schedule. This applies to all actions and proceedings brought against <b>you</b> and <b>your</b> employees during the <b>period of insurance</b> .
Court attendance compensation	<b>We</b> will pay <b>you</b> compensation as stated in the schedule for each day <b>you</b> are required to attend court as a witness in connection with a claim covered under <b>Part 2</b> of this <b>section</b> :  The most <b>we</b> will pay for the total of all court attendance compensation is the limit stated in the schedule.
Paying out the limit of indemnity	At any stage of a claim <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that claim or its <b>defence costs</b> .

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**Your obligations****(Part 2 – public and products liability)**

If a problem arises

1. **We** will not make any payment under **Part 2** of this **section**:
  - a. unless **you** notify **us** promptly of any claim or threatened claim against **you**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available;
  - b. unless **you** notify **us** within seven days of a claim or anything which may give rise to a claim under **Part 2** of this **section**, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available; or
  - c. unless **you** notify **us** as soon as practicable of:
    - i. **your** discovery that **products** are defective; and
    - ii. any threatened criminal action by any governmental, administrative or regulatory body.
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 **Part 2** of this **section** by an amount equal to the detriment **we** have suffered as a result.

Correcting problems

**You** must **take** reasonable steps to remedy or rectify, at **your** expense, any defect or failure in any **product you** have supplied to any third-party. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

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**Control of defence****(Part 2 – public and products liability)**

Appointment of legal representation

**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 under **Part 2** of this **section**.

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

Partially covered claims

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 agreement. 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.

**We** will not pay any part of a claim and its associated costs which is not covered by this **section**. If a claim is made which is not wholly covered by **Part 2** of this **section** or is brought against **you** and any other party who is not covered under **Part 2** of this **section**, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

**We** will pay **defence costs** covered by **Part 2** of this **section** on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this **Part 2** of **section**. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under **Part 2** of this **section**.

Payment of full limit of indemnity

**We** have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

**Our** duty to make any payment under **Part 2** of this **section** arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.



## Combined malpractice, public and products liability Policy wording

### Disputes

For the purposes of **control of defence** in **Part 2** of this **section**, **General condition 14**, Arbitration, within the **general terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.