

Combined malpractice, public and products liability

Policy summary

Policy wording ref: 21564 WD-TPL-UK-MMPPL(2)

Part 1 – malpractice

Key benefits – what risks are you protected against?

Part 1 (malpractice) of the policy covers you for compensation you have to pay to your patients for bodily or mental injury or death as a result of a negligent act, error or omission by you, including in the course of a Samaritan act. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the schedule. We will also pay your legal defence costs incurred with our agreement for covered claims, including representation at a coroner's inquest arising out of the death of any of your patients.

We will pay claims against you for:

- malpractice, negligence or breach of a duty of care; or
- libel or slander arising out of the content of your website.

We will also pay for:

- any teaching or training you offer in connection with your business activities, any business activities performed by a student or by you in the capacity of a student.
- any business activities where conducted electronically either live, visual, interactive and held in real time or pre-recorded and non-interactive.

We will also pay for your direct losses suffered as a result of any tangible documents needed for your business being lost, damaged or destroyed.

Your policy may also reimburse you for fees that your patient refuses to pay if we believe this is likely to prevent a future claim against you for a greater amount.

Where selected, we will also cover claims arising from business activities conducted electronically which is pre-recorded, non-interactive and accessible by anyone who is not registered. Please check the schedule, which will confirm whether you have such cover.

Significant or unusual exclusions and limitations

You must at all times:

- keep descriptive records of all professional services and procedures for at least five years from the date of treatment;
- take reasonable steps to ensure that any third-party manufactured products which you supply, sell or apply were entirely made within the European Union (including the United Kingdom and Gibraltar) or sourced from a supplier within the European Union (including the United Kingdom and Gibraltar);
- ensure that tools or equipment intended to be in contact with bodily fluid or penetrate tissue are handled, stored and used in accordance with the manufacturers' instructions. For equipment used more than once, you must ensure it is sterilised in accordance with Department of Health guidelines;
- in relation to sunbeds and solaria, you follow the requirements set out in the policy wording, including providing written instructions and goggles to your clients;
- ensure that skin patch tests are undertaken in accordance with the requirements detailed in the policy;
- obtain your client's permission before using their image in any promotional material;
- for all new fitness, gym or aerobics clients complete a medical questionnaire or pre-exercise health questionnaire, which is reviewed to ensure their suitability to undertake the relevant activity;
- for cover under the teaching, training and student cover, ensure that unsupervised activities are only carried out if the client is aware that the full qualification has not been attained and ensure the activity falls within the scope of the training previously reached, after competency levels have been assessed;
- for online and open online work, ensure you have advised participants outside the UK that participation is subject to English law and have appropriately addressed the level of experience of other criteria required to participate; and
- take reasonable steps to rectify any defect in any products or services provided.

We will not pay for claims or losses arising from:

- physical or mental abuse, invasion of privacy, mistreatment, maltreatment or any act of a sexual nature;
- any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist;

- death or bodily or mental injury which was not caused by your malpractice;
- the provision of, or failure to provide, any primary or secondary medical treatment, advice or diagnosis, such as that provided by qualified medical practitioners;
- any breach of your obligations as an employer;
- any kind of discrimination, harassment or unfair treatment;
- the loss, damage or destruction of any physical property, except for the loss of tangible documents;
- your manufacture, installation or maintenance of any product, unless the product is supplied, sold or applied by you in the course of your business activity. This does not apply to any product you have manufactured;
- terrorism, war or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- the specific communicable diseases listed in the policy wording, other than where the schedule shows a limit for coronavirus (Covid-19) cover;
- any communicable disease which leads to the imposition of a quarantine or restriction in movement of people or animals, or the issue of a travel warning or advisory by a national, international or other competent body, other than where the schedule shows a limit for coronavirus (Covid-19) cover;
- a cyber attack, hacker or social engineering communication; including any fear or threat of a cyber attack, hacker or social engineering communication, or any action taken in controlling, preventing or responding to a such an attack;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims from a client where they arise from your performance of a business activity for that client and which is not otherwise excluded. Subject to the limit shown in the schedule;
- ear piercing, other than where carried out on the non-cartilaginous part of the ear lobe using pre-sterilised studs and clasps and using a system designed to protect the piercing instrument from contamination;
- laser or IPL treatment, other than low level laser therapy;
- any treatment where the client has notified you of a condition that would infer a contraindication, unless written confirmation has been provided by a GP that the treatment can be given;
- the treatment of any minor aged 16 or younger unless consent has been provided by a parent or guardian who is in attendance or has given written consent not to be in attendance;
- cancer arising from or contributed to by the use of sunbeds or solaria;
- participant to participant injuries arising from any contact sport; or
- breach of any promotional deals or unauthorised access to any social media platform.

Part 2 – public and products liability

Key benefits – what risks are you protected against?

Part 2 (public and products liability) of the policy covers you when you have to pay compensation to any third party for accidental injury to them or damage to their property, occurring during the period of insurance and as a result of your business. We will pay up to the limit of indemnity stated in the policy schedule for claims against you arising from:

- bodily injury or property damage;
- trespass or nuisance;
- false arrest, detention, malicious prosecution or eviction.

We will also pay:

- for defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it;
- criminal proceedings costs relating to any regulation or statute which applies to your business, for example prosecution under any health and safety legislation, in relation to a covered claim.

Significant or unusual exclusions and limitations

We will not pay claims arising from:

- abuse or molestation in respect of any party who commits, condones or ignores such abuse or molestation;
- death or bodily or mental injury or disease of any employee or apprentice of yours;
- the ownership, possession or use of any watercraft, hovercraft, aircraft or mechanically propelled vehicle;



- any cyber attack or hacker; including any fear or threat of a cyber attack or hacker, or any action taken in controlling, preventing or responding to such an attack;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- any designs, plans, specifications, formulae, directions or advice given by you;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;
- the failure of any product, service, process or system provided by you to perform its intended function;
- terrorism, war or nuclear risks, including any fear or threat of such incidents or any action taken in controlling, preventing, suppressing, responding or in any way relating to such incidents;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We may reduce any payment we make equal to the detriment we have suffered if you do not take reasonable steps to remedy any defect in goods you have supplied, at your expense.

The limit of indemnity across the policy is one single aggregate limit across the two sections of the policy: part 1 (malpractice) and part 2 (public and products liability).

Please read the policy for details of its terms in full.