



# Medical Malpractice Insurance for Chiropractors

Policy Wording

Arranged by



## Professional insurance portfolio

### Policy wording

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

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, 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**

Executive Director, Hiscox Underwriting Ltd  
Chief Underwriting Officer, Hiscox UK

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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 to review **your** case. This does not affect **your** legal rights.

Address:  
Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you contact them or us, please quote the policy number shown in your policy schedule.

## General terms and conditions

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<b>General definitions</b>	<p><b>We</b> use some words throughout this <b>policy</b> with the same meaning wherever they appear. These are shown in bold type and <b>we</b> explain what they mean below.</p> <p>Any other definitions when used in particular sections of the <b>policy</b> are shown in bold and have the same meaning whenever they appear in that section. <b>We</b> explain what they mean in the 'Special definitions' section of that part of the <b>policy</b>.</p>
<b>Artificial intelligence</b>	<p>Any machine learning, logical, statistical or other algorithm in <b>computer or digital technology</b> that can:</p> <ol style="list-style-type: none"><li>1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or</li><li>2. adapt or vary its operation proactively, or in response to inputs.</li></ol>
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>2. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>3. 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.</li></ol>
<b>Business</b>	<p><b>Your</b> business or profession as shown in <b>your</b> schedule.</p>
<b>Civil commotion</b>	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none"><li>1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or</li><li>2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.</li></ol>
<b>Communicable disease</b>	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
<b>Computer or digital technology</b>	<p>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.</p>
<b>Computer or digital technology error</b>	<p>Any negligent act, error or omission by anyone in the:</p> <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> <p>any <b>computer or digital technology</b>.</p>
<b>Confiscation</b>	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
<b>Cyber attack</b>	<p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none"><li>1. access to;</li><li>2. extraction of information from;</li><li>3. disruption of access to or the operation of; or</li><li>4. damage to:</li></ol> <p>any data or <b>computer or digital technology</b>, including but not limited to any:</p>

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

<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 <b>your</b> schedule.
<b>Hacker</b>	Any <b>artificial intelligence</b> , entity or person, including any employee of <b>yours</b> , who gains or attempts to gain unauthorised access to or 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>Nuclear risks</b>	<ol style="list-style-type: none"> <li>1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>2. 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>3. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your</b> schedule.
<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>Policy</b>	This insurance document and <b>your</b> schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	Code or instructions which tell <b>computer or digital technology</b> how to process data or interact with ancillary equipment, systems or devices.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by any <b>artificial intelligence</b> , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
<b>Solar weather</b>	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
<b>Terrorism</b>	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: <ol style="list-style-type: none"> <li>1. is committed for political, religious, ideological, racial or similar purposes; and</li> <li>2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> <li>a. involves violence against one or more persons; or</li> <li>b. involves damage to property; or</li> <li>c. endangers life other than that of the person committing the action; or</li> <li>d. creates a risk to health or safety of the public or a section of the public; or</li> <li>e. is designed to interfere with or to disrupt an electronic system.</li> </ol> </li> </ol>
<b>War</b>	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in <b>your</b> schedule.
<b>You/your</b>	The insured named in the schedule.

## 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 true, 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.<br><br>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:<br><br>i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it 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> . <b>We</b> will refund any premiums <b>you</b> have paid; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.   |
| Change of circumstances                               | 3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the cancellation condition.   |
| If you fail to notify us of a change of circumstances | 4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:<br><br>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or<br><br>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;<br><br><b>we</b> may treat this <b>policy</b> as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.<br><br>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b> , as follows:<br><br>i. if <b>we</b> would have cancelled this <b>policy</b> , <b>we</b> may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss. |
| Reasonable precautions                                | 5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any  |

incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

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|-------------------------------|---|
| Premium payment               | 6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.   |
| Cancellation                  | <p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium:</p> <p>a. under £20; or</p> <p>b. if <b>we</b> have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds             | <p>8. The most <b>we</b> will pay is the relevant amount shown in <b>your</b> schedule.</p> <p>If more than one insured is named in <b>your</b> 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 <b>your</b> schedule, or if there is more than one insured named in <b>your</b> schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>   |
| Aggregate limit               | 9. Where a section of this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under that section of <b>your policy</b> during the <b>period of insurance</b> .   |
| Rights of third parties       | 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.   |
| Other insurance               | 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.  |
| Cover under multiple sections | 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.  |
| Governing law                 | 13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.   |
| Arbitration                   | 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.  |
| Non-admitted                  | 15. This <b>policy</b> is negotiated and made in the United Kingdom between <b>you</b> and <b>us</b> . <b>We</b> are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. <b>You</b> acknowledge that no solicitation for the <b>policy</b> has been made by <b>us</b> outside of the United Kingdom, that unless otherwise agreed in writing the <b>policy</b> is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. <b>You</b> acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which <b>we</b> have informed <b>you</b> that <b>we</b> are authorised to conduct insurance business, will be paid by <b>you</b> directly to the appropriate authority.   |

Several liability

16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.

The liability of an insurer or syndicate under this **policy** is several and not joint with any other insurers or syndicates party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **you**, on request, with details of the insurers/syndicates who are party to this **policy** and the proportions of liability they have underwritten.

Sanctions

17. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **us**, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.

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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

1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
  - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
- 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
  - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** 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 **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
- we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
  - 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;
  - 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
  - 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.

**General exclusions**

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
  - a. **solar weather**;
  - b. any fear or threat of 1.a.; or
  - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

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.

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### 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 which <b>you</b> perform in the course of <b>your business</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</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, boxing, wrestling, martial arts, hockey, water polo and any other sport where physical contact is acceptable within the rules of the sport 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> .

## **Combined malpractice, public and products liability**

Policy wording

<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 <b>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>1. in the performance of a <b>business activity</b>; or</li><li>2. in the course of a <b>Samaritan act</b>.</li></ol>
<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, applied, administered 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>1. any bodily injury, mental injury, illness, disease or death of any person but excluding as a result of <b>malpractice</b>; or</li><li>2. 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) 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.

**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** for a **client** performed digitally, in person or otherwise and 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

Breach of confidentiality

c. breach of confidentiality or any infringement or violation of any right to privacy,

**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**.

You as a student

**We** will also indemnify **you** against any claim falling within the scope of **What is covered, Claims against you** above, which is brought as a result of any **business activity you** performed for a **client** in the capacity of a student in furtherance of **your** training qualification.

Animals

**We** will also indemnify **you** against any claim falling within the scope of **What is covered, Claims against you** above, which is brought by a **client** as a result of any **business activity you** performed for any animal belonging to such **client**.

Website coverage

**We** will also indemnify **you** against the sums **you** have to pay as compensation, 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 any actual or alleged:

1. infringement of copyright or moral rights; or
2. defamation,

arising out of the content of **your website**. **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**.

Payments towards your  
outstanding fees

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**.

## Combined malpractice, public and products liability

### Policy wording

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** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
4. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

#### Cyber incidents

5. 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 5.a. to 5.c. above; or
  - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.e. above.
6. **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.

#### Trademarks, patents and false advertising

7. any actual or alleged:
  - a. act of passing-off, unauthorised use of another's trademark, name or logo;
  - b. false or misleading advertising; or
  - c. breach of any patent.

#### Matters insurable elsewhere

8. any **bodily injury** or illness suffered by anyone, other than **malpractice**.
9. 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.
10. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.

- |  |   |
|--|---|
|  | 11. the loss, damage or destruction of any tangible property. However, this exclusion does not apply to any <b>loss</b> directly arising from any tangible document of <b>yours</b> which is necessary for the performance of <b>your business activity</b> and which is lost, damaged or destroyed while in <b>your</b> possession.  |
|  | 12. any personal liability incurred by any individual falling within the definition of <b>you</b> when acting in that capacity or managing <b>your</b> business, or <b>your</b> breach of any fiduciary duty, other than when performing a <b>business activity</b> for a <b>client</b> , or any statement, representation or information concerning <b>you</b> or <b>your</b> business contained in <b>your</b> accounts, reports or financial statements.   |
|  | 13. <b>your</b> supply, manufacture, sale, installation or maintenance of any <b>product</b> . However, this does not apply to any claim arising directly from the application of a <b>product</b> by <b>you</b> to a <b>client</b> in the course of <b>your business activity</b> , 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 | 14. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.   |
| Intoxication                           | 15. 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                          | 16. any treatment undertaken following an allergic reaction to a patch test relevant to that treatment.   |
| Medical work                           | 17. 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       | 18. 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.   |
| Guarantees or warranties               | 19. 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                             | 20. 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                  | 21. 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                               | 22. <b>asbestos risks</b> .   |
| War, terrorism or nuclear risks        | 23. 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 23.a. to 23.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. to 23.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of 23.b. above it will be for <b>you</b> to show that the exclusion does not apply.</p> |
| Communicable disease                   | 24. 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> </ul>   |

- c. coronavirus disease (Covid-19);
- d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- e. any variation, strain, virus, complex or syndrome that is related to anything in 24.a. to 24.d. above;
- f. any fear or threat of 24.a. to 24.e. above; or
- g. any action taken in controlling, preventing, suppressing, responding or in any way relating to 24.a. to 24.f. above.

However, exclusion 24.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.

25. 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

26. 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.

Laser and IPL

27. any laser or intense pulsed light (IPL) treatment. However, this does not apply to low level laser therapy.

Contraindications

28. 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 notified **you** that they had confirmation from their GP that they can receive such treatment.

Treatment of minors

29. 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

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

Participant-to-participant injury

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

Breach of advertising regulations

32. any unintentional breach of any advertising laws, regulations or codes of practice, including breach of the Committee of Advertising Practice (CAP) or Broadcasting Committee Advertising Practice (BCAP) codes, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) or any similar or successor legislation or regulations, unless agreed by **us** and forming part of an **endorsement**.

Breach of promotional contract	33. the quality of a promotion, endorsement or sponsorship.
Digital or online work	34. the selling or promoting of any third-party product, treatment, service or supplement, digitally or online.
You as a student	35. any <b>business activity you</b> performed in the capacity of a student unless: <ol style="list-style-type: none"> <li>a. carried out under the supervision of <b>your</b> teacher or trainer; or</li> <li>b. where unsupervised, <b>your</b> competency has been assessed and confirmed to <b>you</b> by <b>your</b> teacher or trainer.</li> </ol>
Claims brought by a related party	<p>B. <b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"> <li>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.</li> </ol> <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	<ol style="list-style-type: none"> <li>3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.</li> <li>4. any trading loss or trading liability including those arising from the loss of any <b>client</b>, account or business.</li> </ol>
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	<ol style="list-style-type: none"> <li>6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</li> </ol> <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	<ol style="list-style-type: none"> <li>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>.</li> </ol> <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 **we** will pay is the amount stated in the schedule for the total of all such claims, including **defence costs**.

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.
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. 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:</li></ol>
Record-keeping	<ol style="list-style-type: none"><li>a. <ol style="list-style-type: none"><li>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>
Products	<ol style="list-style-type: none"><li>b. take reasonable steps to ensure that, in respect of any third-party manufactured <b>products you</b> have supplied, sold or applied as part of <b>your business activities</b>:<ol style="list-style-type: none"><li>i. such <b>products</b> 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;</li><li>ii. such <b>products</b> were supplied with any instructions which were necessary for the <b>product's</b> safe use;</li><li>iii. such <b>products</b> were fit and proper for their supplied purpose;</li><li>iv. such <b>products</b> 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 <b>you</b> have sourced the <b>product</b> from a supplier within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel</li></ol></li></ol>

## Combined malpractice, public and products liability

### Policy wording

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;

Photographs and videos of clients

- c. **you** obtain permission from **your clients** prior to using any photographs or videos that are used on **your website**;

Medical questionnaire or PARQ

- d.
  - i. all new fitness, gym or aerobics **clients** complete either a medical questionnaire or pre-exercise health questionnaire (PARQ); and
  - ii. any such questionnaire is reviewed by **you** prior to commencement of any fitness or exercise classes forming part of **your business activity**, to ensure the **client's** suitability to participate in any such activity; and

Contraindications

- e. **you** record in **your** files where a **client** has notified **you** that they had confirmation from their GP that they can receive any such treatment, that would otherwise infer a contraindication to a pre-existing health condition.

Products and services for a client

- 5. **You** must take reasonable steps to remedy or rectify, at **your** or their expense, any defect or failure in the **products** or services **you** have supplied to a **client**, 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.

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**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

**We** will pay **defence costs** covered by **Part 1** 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 **Part 1** of this **section**. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under **Part 1** 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 1** 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.

Disputes

For the purposes of **Control of defence** in **Part 1** 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**.

## 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**;
- 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.

**What is not covered**

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

- |  |   |
|--|---|
| Property for which you are responsible | <p>A. <b>We</b> will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:           <ol style="list-style-type: none"> <li>a. employees' or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>; or</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> 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.<br/>This does not apply to:           <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>; or</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ol> </li> </ol> |
| Animals                                | <ol style="list-style-type: none"> <li>3. any treatment of an animal.</li> </ol>  |
| Injury to employees                    | <ol style="list-style-type: none"> <li>4. <b>bodily injury</b> to any person arising out of and in the course of their employment under a contract of service or apprenticeship with <b>you</b>.</li> </ol>   |
| Pollution                              | <ol style="list-style-type: none"> <li>5.           <ol style="list-style-type: none"> <li>a.               <ol style="list-style-type: none"> <li>i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>; or</li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol> </li> </ol>   |
| Cyber incidents                        | <ol style="list-style-type: none"> <li>6. contributed to by, resulting from or in connection with any:           <ol style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> <li>b. <b>hacker</b>;</li> <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> </ol> </li> </ol>   |
| Professional advice and services       | <ol style="list-style-type: none"> <li>7.           <ol style="list-style-type: none"> <li>a. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b>; or</li> <li>b. <b>malpractice</b>.</li> </ol> </li> </ol>   |
| Abuse or molestation                   | <ol style="list-style-type: none"> <li>8. any actual or alleged <b>abuse or molestation</b> by anyone.</li> </ol>   |
| Your products                          | <ol style="list-style-type: none"> <li>9. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.</li> <li>10.           <ol style="list-style-type: none"> <li>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>;</li> <li>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,</li> </ol> </li> </ol>  |

blueprints, engineering or other data, advice and services and labour relating to such craft or **products**.

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	16. 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. 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	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>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> . <p>B. <b>We</b> will not make any payment for:</p>
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. <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>
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 **What is covered**, Overseas personal liability the most **we** will pay is the limit stated in the schedule for the total of all such claims including their **defence costs**. **You** must pay the relevant **excess** stated in the schedule.

#### 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.

#### Products liability

For claims arising from **products** the most **we** will pay is the limit stated in the schedule for the total of all such claims including their **defence costs**. **You** must pay the relevant **excess** stated in the schedule.

#### Criminal proceedings costs

The most **we** 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 **you** and **your** employees during the **period of insurance**.

#### Court attendance compensation

**We** will pay **you** compensation as stated in the schedule for each day **you** are required to attend court as a witness in connection with a claim covered under **Part 2** of this **section**:  
The most **we** 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 **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 that claim or its **defence costs**.

## 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)**

**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.

## 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 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.

## 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**.

## Personal accident

### Policy wording

Please read **your** schedule to see whether **illness** and **compassionate leave** are covered by this section.

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

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## Special definitions for this section

<b>Activities</b>	Any activities <b>you</b> have declared to <b>us</b> and which are stated in the Business field of <b>your</b> schedule, including attendance at conferences and promotional events which directly relate to <b>your</b> activities.
<b>Accidental injury</b>	A <b>physical injury</b> which: <ol style="list-style-type: none"><li>1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the <b>period of insurance</b> and the <b>active time</b>; and</li><li>2. results in the <b>insured person's</b> death, <b>permanent disablement</b> or <b>temporary disablement</b>, within 12 months of the date of the event.</li></ol>
<b>Active time</b>	The time period stated in <b>your</b> schedule as the 'active time', being the time when the <b>insured person</b> is covered for <b>accidental injury</b> under this section and either: <ol style="list-style-type: none"><li>1. at any time;</li><li>2. occupational including commuting, which means while working for <b>you</b> in connection with <b>your activities</b>, including while travelling to and from the place of such work; or</li><li>3. occupational excluding commuting, which means while working for <b>you</b> in connection with <b>your activities</b>, excluding while travelling to and from the place of such work.</li></ol>
<b>Capital benefit</b>	The amount stated as the 'capital benefit amount' in <b>your</b> schedule <b>we</b> will pay <b>you</b> following each incident of <b>permanent disablement</b> or death of an <b>insured person</b> .
<b>Commuting expenses</b>	The reasonable costs of transporting an <b>insured person</b> between their main residence in the <b>United Kingdom</b> and their usual place of work for <b>you</b> in the <b>United Kingdom</b> if such <b>insured person</b> has suffered a <b>physical injury</b> which: <ol style="list-style-type: none"><li>1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the <b>period of insurance</b> and the <b>active time</b>;</li><li>2. does not result in their <b>permanent disablement</b> or <b>temporary disablement</b>; and</li><li>3. results in the <b>insured's person's</b> inability to commute using their normal means of transportation.</li></ol>
<b>Compassionate leave</b>	Discretionary leave granted by <b>you</b> to an <b>insured person</b> following: <ol style="list-style-type: none"><li>1. death;</li><li>2. admittance to a hospital intensive care unit; or</li><li>3. admittance to hospital for treatment of a terminal condition or cancer;</li></ol> of any parent, spouse, domestic partner, civil partner or child, including any adopted, foster or stepchild, of such <b>insured person</b> during the <b>period of insurance</b> , provided that such death or admittance to hospital could not reasonably have been foreseen by the <b>insured person</b> at <b>inception</b> .
<b>Counselling expenses</b>	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for <b>permanent disablement</b> of an <b>insured person</b> under this section.



<b>Funeral expenses</b>	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an <b>insured person's</b> death arising directly from <b>accidental injury</b> . This includes repatriation expenses.
<b>Inception</b>	Start date of the <b>period of insurance</b> as stated in <b>your</b> schedule.
<b>Illness</b>	Disablement due to illness, sickness or disease which first manifests itself during the <b>period of insurance</b> and which results in the <b>insured person's temporary disablement</b> .
<b>Insured person</b>	Any person stated in <b>your</b> schedule, provided that such person is: <ol style="list-style-type: none"><li>1. aged between 16 and 75 years old at <b>inception</b>;</li><li>2. legally resident in the <b>United Kingdom</b>; and</li><li>3. currently employed by <b>you</b> but not supplied by <b>you</b> to a client under contract, unless otherwise stated in <b>your</b> schedule.</li></ol>
<b>Loss of sight</b>	Total loss of sight in an eye.
<b>Loss of hearing</b>	Total loss of hearing in an ear.
<b>Loss of limb</b>	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
<b>Loss of speech</b>	Total loss of speech.
<b>Medical expenses</b>	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for <b>accidental injury</b> under this section. <b>Physiotherapy treatment expenses</b> are not included within this definition.
<b>Maximum absence period</b>	The time period stated in <b>your</b> schedule as the 'maximum absence period', being the maximum period for which <b>we</b> will pay for any <b>insured person's</b> uninterrupted absence from their work, commencing from the first date of their absence.
<b>Minimum absence period</b>	The time period stated in <b>your</b> schedule as the 'minimum absence period', being the minimum period for which <b>temporary disablement</b> must be suffered in order for <b>weekly benefits</b> to be paid under this section. This period does not apply to <b>compassionate leave</b> .
<b>Permanent disablement</b>	<ol style="list-style-type: none"><li>1. <b>Loss of sight, loss of hearing, loss of limb or loss of speech</b>; or</li><li>2. any disablement which entirely prevents the <b>insured person</b> from attending to any business or occupation for which the <b>insured person</b> is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.</li></ol>
<b>Physical injury</b>	Any identifiable physical injury, including illness and sickness, solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition.
<b>Physiotherapy treatment expenses</b>	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for <b>accidental injury</b> under this section.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Recruitment expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the recruitment and selection process for the replacement of an <b>insured person</b> in connection with a valid claim for the death or <b>permanent disablement</b> of that <b>insured person</b> under this section.
<b>Retraining expenses</b>	Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in the retraining of an <b>insured person</b> for an alternative occupation in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.
<b>Temporary disablement</b>	Disablement lasting without interruption for longer than the <b>minimum absence period</b> and which prevents the <b>insured person</b> from carrying out their usual occupation.



<b>United Kingdom</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
<b>Weekly benefit</b>	The amount stated as the 'weekly benefit amount' in <b>your</b> schedule that <b>we</b> will pay <b>you</b> in respect of each <b>insured person</b> for each full week of their absence from their work for <b>you</b> during the <b>maximum absence period</b> , excluding holidays and sabbaticals and subject to the <b>minimum absence period</b> , due to <b>temporary disablement</b> or <b>compassionate leave</b> .
<b>Weekly salary</b>	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by <b>you</b> to the <b>insured person</b> at the first date of any <b>compassionate leave</b> .
<b>Workplace alteration expenses</b>	<p>Reasonable expenses incurred by <b>you</b> with <b>our</b> prior written consent in making necessary alterations and adjustments to the <b>insured person's</b> workplace in connection with a valid claim for the <b>permanent disablement</b> of that <b>insured person</b> under this section.</p> <p>This includes the <b>insured person's</b> home office or workstation within their main residence in the <b>United Kingdom</b>, if the work which they carry out of for <b>you</b> in connection with <b>your activities</b> normally takes place at such residence.</p>

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## What is covered

Permanent disablement	<b>We</b> will pay <b>you</b> the <b>capital benefit</b> stated in <b>your</b> schedule if an <b>insured person</b> suffers <b>accidental injury</b> which results in their death or <b>permanent disablement</b> .
Temporary disablement	<p><b>We</b> will pay <b>you</b> the <b>weekly benefit</b> stated in <b>your</b> schedule if an <b>insured person</b>:</p> <ol style="list-style-type: none"><li>1. suffers <b>accidental injury</b> or <b>illness</b> which results in their <b>temporary disablement</b>; or</li><li>2. is granted <b>compassionate leave</b>.</li></ol> <p><b>Your</b> schedule will show if <b>weekly benefits</b> are payable and if <b>illness</b> and <b>compassionate leave</b> are covered.</p>
<b>Additional cover</b>	<p><b>We</b> will also pay <b>you</b>:</p> <ol style="list-style-type: none"><li>1. <b>medical expenses, physiotherapy treatment expenses, counselling expenses, commuting expenses</b> and <b>funeral expenses</b>:<ol style="list-style-type: none"><li>a. incurred with <b>our</b> prior written consent by <b>you</b> on behalf of an <b>insured person</b>; or</li><li>b. incurred by or on behalf of an <b>insured person</b> where <b>you</b> have agreed with <b>our</b> prior written consent to reimburse or pay for such expenses; and</li></ol></li><li>2. <b>retraining expenses, workplace alteration expenses</b> and <b>recruitment expenses</b> incurred by <b>you</b> directly as a result of a <b>permanent total disablement</b>.</li></ol>

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## What is not covered

	<b>We</b> will not make any payment under this section for:
Hazardous pursuits	<ol style="list-style-type: none"><li>1. any <b>accidental injury</b> sustained while taking part in:<ol style="list-style-type: none"><li>a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;</li><li>b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the <b>insured person</b>:<ol style="list-style-type: none"><li>i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or</li><li>ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;</li></ol></li><li>c. any activity or event which involves any:<ol style="list-style-type: none"><li>i. endurance event, mass start racing event or assault course;</li><li>ii. combat sport or the use of any weapons;</li></ol></li></ol></li></ol>

- iii. mountaineering, rock-climbing, canyoning, coasteering or gorge walking;
- iv. white-water rafting, jet boating, jet skiing or kite surfing;
- v. horse or camel riding or other equestrian activity; or
- vi. other activity with a similarly increased risk of physical injury;
- d. potholing, caving or any activity which takes place underground;
- e. flying as a pilot or aircrew or any activity which takes place or more than three metres above ground, floor or sea level, other than travel by commercial airlines as a passenger; or
- f. armed forces activities, including operations, exercises or training;

Excluded territories 2. any **accidental injury** to or **illness** of any **insured person** which occurs or first manifests in any territory to which the Foreign, Commonwealth & Development Office has advised against all travel, or all but essential travel, at the time the **insured person** departs from the **United Kingdom**.

Cyber incidents 3. any **accidental injury** or **illness** directly caused by any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of 3.a. to 3.b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.d. above.

However, **we** will cover any other **accidental injury** or **illness** insured under this section which is indirectly caused by a **cyber attack**, **hacker** or **computer or digital technology error**.

Terrorism, war, nuclear risks and civil commotion 4. any **accidental injury** to or **illness** of any **insured person** which is caused by, contributed to by, resulting from or in connection with any:

- a. **terrorism**;
- b. **war**;
- c. **nuclear risks**;
- d. **civil commotion** which occurs outside of England, Scotland or Wales;
- e. any fear or threat of 4.a. to 4.d. above; or
- f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.e. above.

If there is any dispute between **you** and **us** over the application of 4.b. or 4.d above, it will be for **you** to show that the clause does not apply.

Communicable disease 5. any **accidental injury** or **illness** caused by, contributed to by, resulting from or in connection with:

- a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu');
- b. influenza A (H1N1) (also known as 'swine flu');
- c. coronavirus disease (Covid-19);
- d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- e. any variation, strain, virus, complex or syndrome that is related to anything in a. to e. above;
- f. any fear of threat of 5.a. to 5.e. above.
- g. any action taken in controlling, preventing, suppressing or in any way relating to or responding to a. to f. above.

Other exclusions 6. any **accidental injury** or **illness** caused by or contributed to by:

- a. any:

- i. emotional or psychiatric disorder or condition; or
- ii. mental anguish or distress;
- b. the **insured person**:
  - i. taking or using drugs or controlled substances, other than drugs prescribed by their medical practitioner and used as directed;
  - ii. abusing solvents;
  - iii. abusing or having abused alcohol, or being under the influence of alcohol.
- c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
- d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;
- e. any criminal act:
  - i. by the **insured person**; or
  - ii. by **you** or on **your** behalf;
- f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
- g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**;
- h. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth; or
- i. **pollution**, if the total area affected by the **pollution** is greater than ten miles across at its widest point; or
- j. **asbestos risks**.

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## How much we will pay

Permanent disablement and death

**We will pay you the capital benefit** stated in **your** schedule for **permanent disablement** or death of each **insured person**. Only one **capital benefit** shall be payable for each **insured person** in respect of the consequences of any one **accidental injury**.

Temporary disablement

For **temporary disablement**, **we** will pay **you** the **weekly benefit** stated in **your** schedule from the date of the **insured person's** first absence from work until the earlier of:

1. the **insured person** no longer suffering from the **temporary disablement**;
2. the **insured person** suffering **permanent disablement**;
3. the **insured person** no longer being employed by **you**;
4. the end of the **maximum absence period**,

for each **insured person** in respect of the consequences of any one **illness** or **accidental injury**.

Compassionate leave

For **compassionate leave**, **we** will pay **you** up to the **weekly benefit** stated in **your** schedule from the date of the **insured person's** first absence from work until the earlier of:

1. the **insured person** returning from **compassionate leave**;
2. the **insured person** no longer being employed by **you**; or
3. two weeks from the commencement of the **compassionate leave**,

for each **insured person**. However, **we** will not pay more than the **insured person's weekly salary** and **we** will not pay for more than one **compassionate leave** for each **insured person** in any one **period of insurance**.

Total event limit	The most <b>we</b> will pay in total for all benefits and expenses in respect of all <b>insured persons</b> injured in any one event is the total event limit stated in <b>your</b> schedule.
<b>Additional cover</b>	The following are also included within, and not in addition to, the total event limit stated in <b>your</b> schedule:
Medical expenses	<b>We</b> will also pay <b>you medical expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> for each <b>insured person</b> .
Physiotherapy treatment expenses	<b>We</b> will also pay <b>you physiotherapy treatment expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> for each <b>insured person</b> .
Counselling expenses	<b>We</b> will also pay <b>you counselling expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Funeral expenses	<b>We</b> will also pay <b>you funeral expenses</b> , up to the amount stated in <b>your</b> schedule, for each <b>insured person</b> .
Retraining expenses	<b>We</b> will also pay <b>you retraining expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Workplace alteration expenses	<b>We</b> will also pay <b>you workplace alteration expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with each <b>accidental injury</b> resulting in <b>permanent disablement</b> for each <b>insured person</b> .
Recruitment expenses	<b>We</b> will also pay <b>you recruitment expenses</b> , up to the amount stated in <b>your</b> schedule, incurred in connection with an <b>accidental injury</b> resulting in death or <b>permanent disablement</b> for each <b>insured person</b> .
Commuting expenses	The most <b>we</b> will pay for <b>commuting expenses</b> per day, and in total during the <b>period of insurance</b> , for each <b>insured person</b> covered under this section of the <b>policy</b> is stated in <b>your</b> schedule.

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<b>Your obligations</b>	<p><b>We</b> will not make any payment for <b>illness</b> or <b>physical injury</b> under this section unless:</p> <ol style="list-style-type: none"> <li><b>you</b> notify <b>us</b> promptly of any <b>illness</b> of or <b>physical injury</b> to an <b>insured person</b> which might be covered under this section;</li> <li>the <b>insured person</b> sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.</li> </ol>
Excluded territories	For further information in relation to any excluded territories, please visit the Foreign, Commonwealth & Development Office website.

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<b>Special conditions</b>	If an <b>insured person</b> has been missing for a period of 12 consecutive months and such evidence, as is reasonably available, supports the conclusion that their death has been caused by <b>accidental injury</b> , <b>we</b> will pay <b>you</b> the <b>capital benefit</b> stated in <b>your</b> schedule. However, if the <b>insured person</b> is later found to be alive, <b>you</b> must repay <b>us</b> any benefit <b>we</b> have already paid to <b>you</b> .
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The General terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Crisis</b>	A time of severe difficulty in <b>your</b> activities or danger to <b>your business</b> as a result of an <b>insured incident</b> that could, if left unmanaged, cause adverse or negative publicity of or media attention to <b>you</b> or <b>your business</b> .
<b>Crisis containment costs</b>	Reasonable and necessary costs incurred in utilising the services of the <b>crisis containment provider</b> to limit or mitigate the impact of a <b>crisis</b> .
<b>Crisis containment provider</b>	The person or company named in the schedule.
<b>Insured incident</b>	An incident, act or problem that in <b>your</b> good faith opinion could potentially give rise to a covered claim being made by <b>you</b> under any other section of this <b>policy</b> .
<b>Working hours</b>	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

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**What is covered**

Crisis containment costs	<b>We</b> will pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> with <b>our</b> prior written consent as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
Outside working hours discretionary crisis mitigation costs	<b>We</b> will also pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> without <b>our</b> consent in carrying out immediate work outside of <b>working hours</b> to limit or mitigate the impact of the <b>crisis</b> . Any such work done by the <b>crisis containment provider</b> will not be confirmation of cover under this or any other section of this <b>policy</b> .

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**What is not covered**

**We** will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
  - a. claim under any **Management liability – Employment practices liability** section;
  - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
  - a. any incident, act, investigation or problem that affects **your** profession or industry; or
  - b. governmental regulations which affect another country or **your** profession or industry; or
  - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
  - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

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**How much we will pay**

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

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**Your obligations**

**We** will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

**We** will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

**You** must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

**You** must co-operate fully with the **crisis containment provider** in the management of the **crisis**.