HISCOX

Combined malpractice, public and products liability

Summary of change

Changes to the Policy

The following table shows the key differences between our new policy wording (23179 WD-HSP-UK-BCA-MMPPL(1)) and our previous policy wording (21564 WD-TPL-MMPPL(4)).

This is a summary of the changes only in respect of Part 1 – Malpractice and Part 2 – Public and products liability. You should refer to your schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

(Part 1 – Malpractice)

Area of cover	Previous policy	New policy	Improvement in cover
Inquest representation costs. We will pay the costs of representing you at any coroner's inquest which arises from the death of any customer of yours, provided that such representation is likely to reduce the amount of any claim.	Covered	Amended	✓
Teaching or training. Any teaching or training you offer in connection with your business activities, provided you are qualified to provide such training.	Not specifically covered	Specifically covered	✓

Changes to 'what is not covered'

(Part 1 – Malpractice)

Area of cover	Previous policy	New policy	Improvement in cover
Patch testing. The patch testing exclusion has been amended. We will not cover any claims if the manufacturer of a machine or product specifies that a patch testing should be performed, and no such patch test was carried out.	Not covered	Amended	✗

Other important changes

(Part 1 – Malpractice)

Your obligations. The obligation applying to products you use has been amended to enable you to source products from the United States of America or Canada, provided the products comply with local safety standards. Please also refer to your policy wording for full details of your obligations in respect of the products you use.

Please also refer to your policy wording for full details of your obligations in respect of:

- record keeping,
- qualification checks,
- client permission for using any photographs or videos on your website,
- not revealing the amount of cover under your policy.

If you fail to comply with the obligations we may be entitled to refuse to make any payment, or to reduce any payment we make, under this policy.

Additional Important Information

You are required to inform your broker if you provide treatment to any elite athletes or performers. **Please refer to the policy wording for the full definition of these terms**.You should refer to the policy wording for the full description of the additional exclusions and contact us or your broker if you have any queries.

Endorsements

When updating the policy wording, we moved some endorsements from your schedule into the policy wording. Please refer to your updated policy wording and your schedule for full details.

HISCOX

Changes to ‘what is covered’

(Part 2 – Public and products liability)

Area of cover	Previous policy	New policy	Improvement in cover
Loss of third party keys. We will cover the costs to replace any relevant lock, keys or electronic pass card if you lose any key or electronic pass card belonging to a third party.	Not covered	Covered	✓
Representation costs (replaces Criminal proceedings costs). At our discretion, we will now pay reasonable costs to defend you in respect of regulatory actions, professional disciplinary proceedings or coroners’ inquests.	Covered	Amended	✓
Failure to secure third party premises. We will cover you in respect of a claim brought as a result of your failure to secure third party premises where you had been carrying out your business activities.	Not covered	Covered	✓
Unauthorised use of third party telephones. We will cover any claim if an employee of yours uses a third party’s telephone system without consent.	Not covered	Covered	✓
Defective Premises Act. We will cover you in respect of a claim brought under Defective Premises legislation in respect of premises used in connection with your business activities, but which you have disposed of.	Not covered	Covered	✓

Changes to ‘what is not covered’

(Part 2 – Public and products liability)

Area of cover	Previous policy	New policy	Improvement in cover
Third party products. There is still cover for claims arising from your sale or supply of third party products, including those sourced from the USA or Canada. However, we will not pay claims where third party products do not comply with all relevant health and safety regulations and standards in the European Union or the United Kingdom, or meet the other requirements set out in your policy wording under **What is not covered**, Third party products.	Covered	Limited cover	✗

Other important changes **(Part 2 – Public and products liability)**	We have added standard exclusions for: • products designed for medical purposes, and which are permanently implanted into the human body; • civil commotion, including strikes and industrial action; • social engineering; • inflatable play equipment or bouncy castles; • fireworks or bonfires, unless such activities are carried out by a sub-contractor. Please check the policy wording and contact us if you have any concerns. We have also made various language and layout changes to this section of your policy to make it clearer, and it may look different to your previous policy. However, the important changes are explained above. **Definitions.** The definition of your products no longer includes products you have manufactured. **Endorsements.** When updating the policy wording, we moved some endorsements from your schedule into the policy wording. Please refer to your updated policy wording and your schedule for full details.