Medical Malpractice Insurance for Chiropractors

Policy Wording

Arranged by

BCA Insurance Services

HISCOX

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.

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

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

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

Website: 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

General definitions

We use some words throughout this **policy** with the same meaning wherever they appear. These are shown in bold type and **we** explain what they mean below.

Any other definitions when used in particular sections of the **policy** are shown in bold and have the same meaning whenever they appear in that section. **We** explain what they mean in the 'Special definitions' section of that part of the **policy**.

Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

Asbestos risks

1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
2. exposure to asbestos, asbestos fibres or materials containing asbestos; or
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.

Business

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

Civil commotion

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):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or
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.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Computer or digital technology

Any **programs**, 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.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Confiscation

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

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

any data or **computer or digital technology**, including but not limited to any:

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.

Endorsement A change to the terms of the **policy**.

Excess The amount **you** must bear as the first part of each agreed claim or loss.

Geographical limits The geographical area shown in **your** schedule.

Hacker Any **artificial intelligence**, entity or person, including any employee of **yours**, who gains or attempts to gain unauthorised access to or use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Nuclear risks

1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
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;
3. all operations carried out on any site or premises on which anything in a. or b. above is located.

Period of insurance The time for which this **policy** is in force as shown in **your** schedule.

Personal data 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.

Policy This insurance document and **your** schedule, including any **endorsements**.

Program(s) Code or instructions which tell **computer or digital technology** how to process data or interact with ancillary equipment, systems or devices.

Social engineering communication Any request directed to **you** or someone on **your** behalf by any **artificial intelligence**, 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.

Solar weather Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.

Terrorism 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:

1. is committed for political, religious, ideological, racial or similar purposes; and
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
   a. involves violence against one or more persons; or
   b. involves damage to property; or
   c. endangers life other than that of the person committing the action; or
   d. creates a risk to health or safety of the public or a section of the public; or
   e. is designed to interfere with or to disrupt an electronic system.

War War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.

We/us/our The insurers named in **your** schedule.

You/your 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 **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** 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 **you** (including **your** 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 **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

   b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

      i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or

      ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the cancellation condition.

If you fail to notify us of a change of circumstances

4. a. If **we** establish that **you** deliberately or recklessly failed to:

      i. notify **us** of a change of circumstances which may materially affect the **policy**; or

      ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

   we may treat this **policy** 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. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.

   b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

      i. if **we** would have cancelled this **policy**, **we** 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. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or

      ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

Reasonable precautions

5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** 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.

Premium payment

6. **We** will not make any payment under this **policy** until **you** have paid the premium.

Cancellation

7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium:

   a. under £20; or

   b. if **we** have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.

   If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds

8. The most **we** will pay is the relevant amount shown in **your** schedule.

   If more than one insured is named in **your** schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

   You agree that the insured named in **your** schedule, or if there is more than one insured named in **your** schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit

9. Where a section of this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under that section of **your policy** during the **period of insurance**.

Rights of third parties

10. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Other insurance

11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** 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 **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Cover under multiple sections

12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

Governing law

13. Unless some other law is agreed in writing, this **policy** 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 **policy** is negotiated and made in the United Kingdom between **you** and **us**. **We** are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. **You** acknowledge that no solicitation for the **policy** has been made by **us** outside of the United Kingdom, that unless otherwise agreed in writing the **policy** is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. **You** 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 **we** have informed **you** that **we** are authorised to conduct insurance business, will be paid by **you** 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.

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**:

   a. 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

   b. 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:

   a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and

   b. 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:

   a. **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;

   b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;

   c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and

   d. **we** shall be entitled to retain all premiums paid.

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

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

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.

Combined malpractice, public and products liability
Policy wording

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

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

Special definitions for this section

Abuse or molestation

1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;
2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;
3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or
4. any other act of a sexual nature or undertaken with a sexual motive.

Applicable courts

The courts of competent jurisdiction in those countries stated as the applicable courts in **your** schedule.

Bodily injury

Death, or any bodily injury, distress, illness or disease or mental injury.

Business activity(ies)

The activities **you** have declared to **us** and which are stated in the Business field of **your** schedule.

The following activities are also included for the purposes of **Part 2** of this **section** only, where they are incidental to such activities:

1. the maintenance of property or premises owned or occupied by **you**;
2. the provision or management of:
   i. canteen, social, sports, education or welfare organisations; or
   ii. first aid or security services,

   for the benefit of **your employees**; and
3. attendance at conferences and promotional events within the **geographical limits** which directly relate to **your** activities.

Claim

Any:

1. written assertion of liability;
2. written demand for compensation; or
3. proceedings, including for injunctive relief within the **applicable courts**.

Client

Any person or entity with whom **you** have engaged or contracted to provide services or deliverables that expressly fall within **your business activities**.

Contact sports

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.

Defence costs

All reasonable and necessary lawyers' and experts' fees and legal costs incurred with **our** prior written agreement in investigating, settling, defending, appealing or defending an appeal against a **claim** covered under **Part 1** or **Part 2** of this **section** as applicable, but not including any overhead costs, general business expenses, salaries, or wages incurred by **you** or any other person or entity entitled to coverage under this **section**.

Denial of access

Nuisance, trespass or interference with any legal right:

1. to access or use land or water; or
2. of air or light.

Drone Any remotely controlled un-manned aerial vehicle and any accessories used with such craft.

Elite athletes Any person who at the time of treatment competes in any of the sports listed below:

1. Association football at English Premier League or Championship level, or the equivalent in any other country;
2. PGA / MENA / LIV Golf Tours;
3. Premiership Rugby;
4. Formula 1 or Superbikes;
5. Boxing (WBF, IBF, WBA);
6. Ultimate Fighting Championship (UFC), Bellator MMA, One Championship MMA or Professional Fighters League (PFL); or
7. any other sport with actual or anticipated earnings similar to or greater than any of the above.

Elite performer Any performer, including but not limited to actors, musicians or dancers who has achieved international fame and broad public recognition through their career in performance.

Employee Any person working for **you** in connection with **your business activities** who is:

1. employed by **you** under a contract of service or apprenticeship;
2. hired to or borrowed by **you**;
3. self-employed or working on a labour-only basis under **your** control or supervision;
4. engaged by labour-only sub-contractors;
5. a labour master or a person supplied by them;
6. engaged under a work experience or training scheme; or
7. a voluntary worker engaged with **your** permission.

Extended notification period A period of five years commencing on the date of the cessation of **your business** during the **period of insurance** as a result of **your** retirement, maternity or paternity, permanent disability, death or temporary sabbatical.

Inefficacy The failure of any **products** or any service, process or system provided or managed by **you** to perform the function or serve the purpose for which it was intended.

Malpractice Any **bodily injury** sustained by a **client** caused by any negligent act, error or omission committed by **you**:

1. in the performance of a **business activity**; or
2. in the course of a **Samaritan act**.

Personal injury

1. False arrest, detention or imprisonment;
2. malicious prosecution; or
3. wrongful entry into, or eviction of a person from, a room, dwelling or premises which they occupy.

Pollutants Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant, including but not limited to asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to materials to be recycled, reconditioned or reclaimed.

Pollution Any pollution or contamination, including noise, electromagnetic fields, radiation, radio waves and any **pollutants**.

Potential claim Anything which may lead to a **claim** covered under either **Part 1** or **Part 2** of this **section** as applicable.

Products	For the purposes of **Part 2** of this **Section**, **Products** mean any goods sold, supplied, distributed, installed, altered, tested, serviced, maintained, repaired, cleaned, applied, administered or treated by **you**.
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Retroactive date	The date stated as the retroactive date in **your** schedule.
Samaritan act	Emergency medical treatment administered by **you** at the scene of a medical emergency at which **you** are present either by chance or in response to an S.O.S. call.
Tool of trade	Means, for the purposes of **Part 2 – public and products liability** only, any land-based mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
Section	Both **Part 1** – **malpractice** and **Part 2** – **public and products liability**.
Website	Any website(s) where **you** have full control over the content and which **you** run for the promotion of **your** own **business**.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.
You/your	The person named in **your** schedule.

HISCOX

Combined malpractice, public and products liability
Policy wording

Part 1 – malpractice

What is covered

(Part 1 – malpractice)

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

Claims against you

If during the **period of insurance**, and as a result of **your business activities** for a **client** 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, including **your** liability for any claimants' legal costs and expenses.

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**.

Additional cover

Inquest representation costs

At **your** request, **we** will pay **your** reasonable costs to represent **you** at a coroner's inquest arising out of the death of any **client** of **yours**.

We will only pay these costs:

a. if the costs relate directly to any **claim** or **potential claim** covered under **Part 1** of this **section**;

b. if the payment of such costs is likely in **our** reasonable opinion, to reduce the amount of any **claim** covered under **Part 1** of this **section**; and

c. **you** have **our** prior written agreement before such costs are incurred.

Representation costs

At **your** request, **we** will pay for **your** reasonable costs to:

a. represent **you** at any properly constituted investigation, inquiry, disciplinary proceeding or criminal action;

b. assist **you** in responding to a request made by **your** professional regulatory body for documentation or other assistance;

c. defend **you** if an investigation, criminal action or disciplinary proceeding is commenced against **you** by **your** professional regulatory body for breach of any statute or regulation governing **your** profession, including any related appeal which **we** consider has reasonable prospects of success.

However, **we** will only pay these costs:

i. if the investigation, inquiry, disciplinary proceeding or criminal action arises from any incident first discovered during the **period of insurance** arising out of **your business activity** within the **geographical limits** on or after the **retroactive date**, which has led or may lead to an indemnity under **Part 1** of this **section**;

ii. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any **claim** or **potential claim** covered by **Part 1** of this **section**;

iii. if **you** have **our** prior written agreement before such costs are incurred; and

iv. up to the date of any admission by or final adjudication against **you** that any breach of statute or regulation occurred.

We will not make any payment for representation costs arising from any investigation, inquiry, disciplinary proceedings or criminal action, or any part of such, not covered by this **section**.

Diagnostic imaging and radiography

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 **your** use of any diagnostic imaging or radiography as part of **your** chiropractic care or ongoing chiropractic treatment planning, provided that, in respect of such diagnostic imaging or radiography, **you**:

a. are appropriately qualified and have received suitable and up-to-date training;

b. act within **your** area of competence and expertise; and

c. comply with any applicable legislation and follow the relevant guidelines of **your** professional or regulatory body.

However, **we** will not make any payment for any **claim** or loss or any part of a **claim** or loss directly or indirectly due to **your** provision of diagnostic imaging or radiography which are unrelated to any chiropractic treatment or which are used as a means to identify general medical conditions.

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 activities you** performed for a **client** in the capacity of a student in furtherance of **your** training qualification, provided that any such **business activities**:

a. was carried out under the supervision of **your** teacher or trainer; or

b. where unsupervised, **your** competency has been assessed and confirmed to **you** by **your** teacher or trainer.

You as a teacher

Where **your business activities** include the teaching and training of third parties, **we** will also indemnify **you** against any **claim** falling within the scope of **What is covered**, **Claims against you** b., above, arising from such teaching and training, provided that **you** are suitably qualified to provide such teaching or training.

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 activities 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 activities** 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**.

Avoiding a potential claim against you

If:

a. **your client** has reasonable grounds for being dissatisfied with the work **you** have done and 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; and

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, at **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, against **you** for a greater amount, **we** may pay the amount owed to **you** at that time, over and above the **excess**.

If a **claim** is still brought against **you**, **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 **your** 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**.

Extended notification period

If at any time during the **extended notification period**, where applicable, any party brings a **claim** against **you**, or **your** estate or legal representative in the event of **your** death, as a result of **your business activities** performed on or after the **retroactive date**, but before the cessation of **your business**, **we** will indemnify **you** in accordance with the terms and conditions of **Part 1** of this **section**.

This **extended notification period** is only available if:

a. **you** provide **us** with written notice of **your** intention to initiate this **extended notification period** within 30 days of **your** retirement, maternity, permanent disability or temporary sabbatical, or prior to expiry of the **period of insurance**, whichever is the sooner;
b. In the event of **your** death, **your** estate or legal representative provide **us** with written notice of their intention to initiate this **extended notification period** within 6 months of the date of **your** death, or prior to expiry of the **period of insurance**, whichever is the sooner;
c. this **policy** is not replaced or succeeded by any other policy providing medical malpractice insurance.

The entire premium for this section is considered fully earned at the beginning of the **extended notification period**. **We** will not refund any premium to **you** if **you** cancel the **extended notification period** before it ends or where this **policy** is replaced or succeeded by any other **policy** providing medical malpractice insurance.

If the **extended notification period** applies to **your policy**, the limit of indemnity and any special limits for **Part 1** of this **section** will not be increased. The period to which such limits will apply will however be increased to include the **extended notification period** in addition to the **period of insurance**.

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 activities** 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 **your** schedule.

What is not covered

(Part 1 – malpractice)

A. In addition to the General exclusions set out in the General terms and conditions, **we** will not make any payment for any **claim** or loss or any part of a **claim** or loss under **Part 1** of this **section** that is directly or indirectly due to:

Matters specific to your business

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. **pollution**.

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 a. to c. above; or
   f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to 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.

7. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which **you** are a party, unless **our prior** written agreement has been obtained.

Trademarks, patents and false advertising

8. 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

9. any **bodily injury** or illness suffered by anyone, other than as a result of **malpractice**.

10. 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.

11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.

12. the loss, damage or destruction of any tangible property. However, this exclusion does not apply to any **loss** directly arising from any tangible document where covered under **Part 1 What is covered**, **Your own losses**, Loss of documents.

13. any personal liability incurred by any individual falling within the definition of **you** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, other than when performing a **business activities** for a **client**, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.

14. any liability or breach of any duty or obligation owed to **you** or **your** shareholders by any of **your** directors, officers, trustees or board members, including but not limited to any:
   a. allegation of insider trading;
   b. breach of any duty of corporate loyalty;
   c. liability for any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports, financial statements, or **your** advertising or branding.

15. or resulting from **your** use, application, supply, manufacture, sale, installation or maintenance of any product, including any **claim** or loss arising out of a failure of any product to fulfil the purpose for which it was intended.

This exclusion does not apply in respect of any **claim** for actual or alleged **malpractice** arising directly from the application or preparation of any product to a client in the course of **your business activities**, provided that such product.

a. were not manufactured by **you**;

b. are not defective;

c. where required, have been approved and certified for use by an applicable regulatory or licensing authority; and

d. **you** have a right of recourse against the product supplier or manufacturer.

Deliberate, reckless or dishonest acts

16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Intoxication

17. the performance of any **business activities** whilst under the influence of intoxicants or narcotics.

Patch testing

18. any treatment undertaken:

a. where the manufacturer of the machine or product being used explicitly states within their instructions for use, or in any guidelines, that a skin patch test should be performed, and no such patch test has been carried out; or

b. following an allergic reaction to a patch test relevant to that treatment.

Non-chiropractic treatments

19. the provision of, or failure to provide, any:

a. medical treatment which is of a nature that is beyond the scope of treatment which a suitably qualified chiropractor should provide; or

b. any other non-chiropractic treatments, unless they are listed on **your** schedule and carried out whilst **you** are acting within **your** area of competence and following appropriate training and qualifications.

Regulatory proceedings, claims or investigations

20. any criminal, regulatory, disciplinary or other professional misconduct proceedings, **claims** or investigations brought against **you** or conducted by any governmental, administrative or regulatory body.

This exclusion does not apply to **Part 1**, **What is covered**, Representation costs.

Guarantees or warranties

21. any guarantees, promises or warranties **you** make with regard to the outcome of any treatment or services **you** provide or any product **you** supply or apply in the course of **your business**.

Bloodstock

22. any liability, including but not limited to **malpractice**, in relation to racehorses or any horses that have been specifically bred for racing.

Pre-existing problems

23. anything, including any **potential claim** or any actual or alleged shortcoming in **your** work, which may lead to a **claim** or loss which **you** knew or ought reasonably to have known about before the commencement of the **period of insurance**.

Retroactive claims

24. any **business activity** performed, any **malpractice** committed or any act, omission, incident or event taking place or alleged to have taken place before the earlier of:

a. the date on which **you** commenced employment in the **business activity** and from which **you** have maintained continuous medical malpractice insurance in place; or

b. the start of the **period of insurance**.

Asbestos

25. **asbestos risks**.

War, terrorism or nuclear risks

26. or contributed to by, resulting from or in connection with any of the following:

a. **terrorism**;

b. **civil commotion**, strike or industrial action;

c. **war**;

d. **nuclear risks**;

e. fear or threat of a. to d. above; or

f. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to e. above.

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

Communicable disease

27. or contributed to by, resulting from or in connection with any of the following:

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 d. above;

f. any fear or threat of a. to e. above; or

g. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to f. above.

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

28. 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 **your** schedule for **claims** arising from coronavirus disease (Covid-19) or any related variation, strain, complex or syndrome.

Infrastructure failure

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

Contraindications

30. any treatment performed where, during the informed consent process:

a. the **client** notifies **you** of a pre-existing health condition; or

b. **you** otherwise observe or become aware of such condition,

which would infer a contraindication to such proposed treatment, unless the **client** has notified **you** that they have confirmation from their GP or other suitably qualified clinical practitioner that they can receive such treatment.

Treatment of minors

31. any **business activities** 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

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

Participant-to-participant injury

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

Elite athletes

34. the treatment or care of, or any incident involving, any **elite athlete**, including where such **claim** is brought by the club that the **elite athlete** is associated with.

Elite performers

the treatment or care of, or any incident involving, any **elite performer**, including where such **claim** is brought by an event organiser or event manager that the **elite performer** is associated with.

Pitch side treatments

35. pitch side chiropractic treatments carried out at any:

a. sporting event in response to an acute injury:

i. involving any person's head, neck or spine; and

ii. which poses an immediate risk to such person's life or long-term health;

b. professional sporting event if **you** are the practitioner in overall charge.

Breach of advertising regulations

36. 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

37. the quality of a promotion, endorsement or sponsorship.

Digital or online work

38. the selling or promoting of any third-party product, treatment, service or supplement, digitally or online.

Personal data claims

39. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

However, this does not apply to any covered **claim** or part of a covered **claim** made against **you** by a **client** which arises directly from **your** performance of a **business activity** for a **client**. The most **we** will pay in relation to any such covered **claims** is the Special Limit stated in **your** schedule for personal data claims.

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

Claims brought by a related party

1. any **claim** brought by any individual falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a **claim** based on a liability to an independent third-party directly arising out of the performance of **your business activities** or where an individual falling within the definition of **you** is being treated in the capacity of a **client**.

Restricted recovery rights

2. that part of any **claim** where **your** right of recovery is restricted by any contract, unless **our** prior written agreement has been obtained to that contract.

Consequential loss

3. **your** lost profit, mark-up or liability for VAT or its equivalent.

Trading loss

4. any trading loss or trading liability including those arising from the loss of any **client**, account or business.

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

6. any **claim**, including arbitration, brought outside the **applicable courts**.

   This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

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 **your** schedule for **Part 1** – **malpractice**, irrespective of the number of claims that **you** may make under **Part 1**, unless limited below or in **your** schedule. **You** must pay any relevant **excess** stated in **your** schedule.

Special limits

There are **claims** or losses arising from certain circumstances in which an aggregate limit in the amount stated in **your** schedule will always apply in respect of the total of all **claims** or losses, including any **defence costs**.

These special aggregate limits are included within and are not in addition to the single limit of indemnity stated in **your** schedule for **Part 1** – **malpractice**

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 **your** schedule for the total of all such **claims**, including **defence costs**.

Personal data claims

The most **we** will pay for the total of all **claims** or parts of **claims** against **you** by a **client** including **defence costs**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data** is the relevant amount stated in **your** schedule.

Website coverage

The most **we** will pay under **What is covered**, Website coverage is the relevant amount stated in **your** schedule for the total of all **claims** or parts of **claims** including **defence costs**.

You as a student

The most **we** will pay under **What is covered**, You as a student is the relevant amount stated in **your** schedule for the total of all **claims** or parts of **claims** including **defence costs**.

Breach of confidentiality

The most **we** will pay under **What is covered**, Breach of confidentiality is the relevant amount stated in **your** schedule for the total of all **claims** or parts of **claims** including **defence costs**.

Representation costs

The most **we** will pay under **What is covered**, Representation costs is the relevant amount stated in **your** schedule, irrespective of the number of investigations, inquiries, disciplinary proceedings or criminal actions.

Loss of documents

For **your** own losses arising from a loss of **your** tangible documents the most **we** will pay to restore or replace any lost, damaged or destroyed document is the amount stated in **your** schedule for the total of all such losses.

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 1 – malpractice)

Notification of claims

1. **We** will not make any payment under **Part 1** of this **section** unless **you** notify **us** as soon as possible of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry or, where applicable, within the **extended notification period**:

   a. any **claim** made against **you**;

b. **potential claims**. Such notification must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential Claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired.

c. anything which may give rise to a request for **us** to pay representation costs under **What is covered**, **Your own losses**, Representation costs. If **we** accept **your** notification, **we** will regard any subsequent investigation, inquiry, enforcement proceeding or criminal action as notified to this insurance.

2. **You** must:

Not admitting liability

a. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

Our rights of recovery

b. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;

Not reveal the amount of cover

c. not reveal the amount of cover available under this insurance or the terms of **your** policy, unless:

i. **you** had to give those details when negotiating a contract with **your** client (including negotiating any request for proposal), provided that the contract contains appropriate confidentiality obligations to limit or prevent wider disclosure;

ii. **you** are required by law or a regulator or are compelled to do so by a court; or

iii. **you** otherwise have **our** prior written agreement.

If **you** fail to comply with these obligations **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result, which may be up to, or the same as, the full amount of the claim or loss, including any defence costs.

When carrying out your business activities

3. **You** must:

Record-keeping

a. i. maintain accurate descriptive records of:

1. the results of each patch test performed on a **client** in relation to the applicatio of a product, as required in accordance with the manufacturer's instructions or guidelines;

2. all professional services and equipment used in procedures; and

ii. retain such records for a period of at least eight years from the date of treatment and, in the case of a minor, for a period of at least eight years after that minor attains majority and make all such records available for inspection and use by **us** or **our** duly appointed representatives;

Products

b. take reasonable steps to ensure that, in respect of any third-party manufactured products **you** have applied or prepared as part of **your business activities**, that such products:

i. complied with all relevant health and safety regulations and standards in the European Union or the **United Kingdom**;

ii. were supplied with any instructions which were necessary for the product's safe use, and that **you** followed such instructions;

iii. were fit and proper for their supplied purpose;

iv. 1. were entirely made within the European Union or the **United Kingdom**;

2. were sourced from a manufacturer or supplier within the European Union or the **United Kingdom**; or
3. were sourced from a manufacturer or supplier within the United States of America or Canada, provided such product complies with local safety standards and is used solely for **your business activities**;

v. **you** have a written contract or proof of sale for the product; and

vi. were sourced from a reputable, manufacturer or supplier that has appropriate product liability insurance in place.

4. **You** must also ensure that:

Tools and implements

a. any tool or implement used in the performance of **your business activities** 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, it must be sterilised prior to use in accordance with Department of Health or equivalent guidelines.

Qualification checks

b. any **business activities** performed by **you** or on **your** behalf are performed by a person who:

i. is appropriately qualified in accordance with the guidelines of their professional or regulatory body;

ii. has received suitable and up-to-date training, including, where applicable, in accordance with the guidelines of their professional or regulatory body; and

iii. where it is a requirement, is registered with a recognised industry regulatory body,

within the European Union or the **United Kingdom**, and

iv. **you** have retained written evidence of these checks and can provide at **our** request copies of the relevant qualification certificates.

Sunbeds and/or solaria

c. 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.

Photographs and videos of clients

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

Medical questionnaire or PARQ

e. 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 activities**, to ensure the **client's** suitability to participate in any such activity; and

Contraindications

f. **you** record in **your** files where a **client** has notified **you** that they had confirmation from their GP or other suitably qualified clinical practitioner that they can receive any such treatment, that would otherwise be a contraindication due to any 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 3, 4 and 5 unless **you** can demonstrate that such non-compliance could not have increased the risk of the **claim** or loss occurring in the circumstances in which it occurred.

Control of defence

(Part 1 – malpractice)

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim** under **Part 1** of this **section**.

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

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the **claim**. 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 **Part 1** of 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 **your** 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 King'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 King'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

What is covered

(Part 2 – public and products liability)

Other than in respect of the cover provided under **Part 2** – Abuse or molestation claims, the cover under **Part 2** of this **section** for public and products liability is provided 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 activities**, any party brings a **claim** against **you** for:

a. **bodily injury** other than **abuse or molestation**, 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, including **your** liability for any claimant's legal costs and expenses. This includes a **claim** against any **employee** when they are acting on **your** behalf in whatever capacity.

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**.

Abuse or molestation claims

If, as a result of **your business activities**, any party brings a **claim** against **you** during the **period of insurance** for **abuse or molestation**, **we** will indemnify **you** against the sums **you** have to pay as compensation. This includes a **claim** against any **employee** when they are acting on **your** behalf in whatever capacity.

However, **we** will not in any event provide cover:

a. in respect of any allegation of slavery or people trafficking;

b. to any party who commits, condones or ignores any **abuse or molestation**; or

c. In respect of **abuse or molestation** committed or alleged to have been committed before the earlier of:

   i. the date from which **you** have maintained continuous insurance covering **abuse or molestation**; or

   ii. the start of the **period of insurance**.

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, any of **your** directors, partners, trustees, committee members, **employees** or the spouse, domestic or civil partner of any such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury**, and which is incurred in a personal capacity whilst temporarily outside the **United Kingdom** for the purposes of **your business activities**. However, **we** will not make payment where such liability:

a. arises out of:

   i. any loss of a third party's key or electronic pass card;

   ii. any failure to secure a third party's premises;

   iii. the ownership or occupation of land or buildings; or

b. is covered by any other insurance.

Claims against principals

If any party brings a **claim** against any:

a. named third party as stated in the Public and products liability section of **your** schedule; or

b. other third party with whom **you** have entered into a contract or agreement in connection with **your business activities**,

and **you** would have been liable for that **claim** under **Part 2 What is covered**, **Claims against you** had it been brought against **you**, **we** will treat such **claim** as if it had been made against **you** and make the same payment to the party stated in a. or b. above which **we** would have made to **you**, provided that the party stated in a. or b. above:

1. has not, in **our** reasonable opinion, caused or contributed to the **claim** against them;
2. accepts that **we** can control the defence and settlement of the **claim** in accordance with the terms of **Part 2** of this **section**;
3. has not admitted liability or prejudiced the defence of the **claim** before **we** are notified of it; and
4. 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 **your** 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 **your** schedule.

Loss of third party keys

If, during the **period of insurance** and as a result of **your business activities**, **you** lose any key or electronic pass card belonging to a third party for which **you** are legally responsible, and that party brings a **claim** against **you**, **we** will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.

Failure to secure third party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third party where **you** have been carrying out **your business activities**, and that party brings a **claim** against **you**, **we** will pay the sums **you** have to pay as compensation to such third party, provided that **you** have taken reasonable steps to secure the premises as required by that third party.

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**.

Unauthorised use of third party telephones by your employees

If, during the **period of insurance** and as a result of **your business activities**, any of **your employees** uses a third party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings a **claim** against **you**, **we** will pay the sums **you** have to pay as compensation to such third party, provided that **we** are notified within three months of the unauthorised use.

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**.

Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your business activities** and any party brings a **claim** against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, **we** will pay for 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 2** of this **section**.

We will not in any event make any payment for any:

a. liability where **you** are entitled to cover under any other insurance; or
b. costs of remedying any actual or alleged defect, which if not remedied may result in a **claim**.

Representation costs

At **your** request, **we** will pay **your** reasonable costs to:

1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and
3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

We will only pay these costs:

a. if the costs relate directly to any **claim** or potential **claim** covered under **Part 2** of this **section**;

b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any **claim** or **potential claim** covered by **Part 2** of this **section**;

c. if **you** have **our** prior written agreement before such costs are incurred; and

d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing a claim under **Part 2** of this **section**.

Additional cover

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

Court attendance compensation

If **you** or any **employee** of **yours** 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** the compensation stated in **your** schedule for each day, or part of a day that their attendance is required by **us**.

What is not covered

(Part 2 – public and products liability)

A. In addition to the General exclusions set out in the General terms and conditions, **we** will not make any payment for any **claim** or loss or any part of a **claim** or loss under **Part 2** of this **section** that is directly or indirectly due to:

Property for which you are responsible

1. **property damage** to any item belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:

   a. vehicles or personal effects belonging to **employees** or visitors, while on **your** premises;

   b. premises, including their contents, fixtures and fittings, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business activities**;

   c. Premises, including their contents, fixtures and fittings, which are rented to **you**, unless **you** are obliged by lease or other agreement to maintain property insurance cover in respect of these;

   d. property belonging to **your** clients or customers, provided that the loss or damage to such property occurs while it is in the process of being installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**; or

   e. loss of a third party's keys or electronic pass cards.

Vehicles and craft

2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters), electric or motorised scooter or cycle, hoverboard or any mechanically propelled vehicles and their trailers.

   This does not apply to:

   a. any **tool of trade**; or

   b. the loading or unloading of any vehicle off the highway.

Animals

3. any treatment of an animal.

Injury to employees

4. **bodily injury** to any:

   a. **employee**; or

   b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Personal data

5. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Pollution

6. a. i. any **pollution**; or

      ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, unless the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**; or

b. any **pollution** occurring in the United States of America or Canada.

Cyber incidents

7. 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**; or

e. any fear or threat of 7.a. to 7.c. above; or

f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 7.a. to 7.e. above.

Malpractice

8. **malpractice**.

Abuse or molestation

9. any actual or alleged **abuse or molestation** by anyone, other than as specifically covered by **Part 2** of this **section**, **What is covered**, Abuse or molestation claims.

Professional advice

10. the provision or preparation of, or the failure to provide or prepare any:

a. technical drawing, blueprint or plan;

b. design, specification or formula;

c. **program** or automated system; or

d. instruction, training, direction or advice,

by **you** or on **your** behalf.

However, this exclusion does not apply to any accompanying printed safety advice relating to **your products**.

Treatment, care, diagnosis or prescription

11. a. the provision of or failure to provide any treatment, remedy, therapy or care of a person or animal, other than the provision of first aid to a person in connection with **your business activities**;

b. the medical, dental or veterinary diagnosis of or failure to diagnose any person or animal;

c. the prescription of or failure to prescribe any drug or medicine; or

d. the administration of or failure to administer any drug, medicine, vaccination or any medical, dental or veterinary test.

Product recall

12. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.

Your products

13. any **products** designed for medical purposes and which are permanently implanted into the human body.

Third party products

14. any **products** manufactured by any third party, unless **you** have a written contract or proof of sale for such **products** and take all reasonable steps to ensure that they:

a. comply with all relevant health and safety regulations and standards in the European Union or the **United Kingdom**;

b. were entirely made within the European Union or the **United Kingdom** or sourced from a reputable manufacturer, or supplier, with appropriate products liability insurance in place based in:

i. the European Union or the **United Kingdom**; or

ii. the United States of America or Canada, provided such **product** complies with local safety standards;

c. are only applied or administered by **you** in accordance with, or sold or supplied to **your clients** accompanied by, all relevant instructions for the safe use of such **product** provided by the manufacturer; and

d. are only sold or supplied on a retail basis directly to **your clients** and are not sold or supplied on a wholesale basis.

Inefficacy

15. **inefficacy**.

Deliberate or reckless acts

16. any act, breach, omission or infringement **you** 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

17. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Asbestos

18. **asbestos risks**.

War, terrorism or nuclear risks

19. or contributed to by, resulting from or in connection with any of the following:

a. **war**;

b. **civil commotion**, strike or industrial action;

c. **terrorism**;

d. **nuclear risks**; or

e. any fear or threat of 19.a. to 19.d. above; or

f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 19.a. to c. above.

If there is any dispute between **you** and **us** over the application of 19.b or 19.c. above it will be for **you** to show that the exclusion does not apply.

Regulatory proceedings or claims

20. any regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against **you** or conducted by any governmental, administrative or regulatory body.

This exclusion does not apply to **Part 2 - What is covered**, Representation costs.

Participant-to-participant injury

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

Elite athletes

22. Any **business activity** involving any **elite athlete**, including where such **claim** is brought by the club that the **elite athlete** is associated with.

Elite performers

23. the treatment or care of, or any incident involving, any **elite performer**, including where such **claim** is brought by an event organiser or event manager that the **elite performer** is associated with.

Inflatables

24. any inflatable play equipment including but not limited to bouncy castles and slides.

Fireworks displays

25. any bonfire, firework, pyrotechnic, sparkler, airborne lantern, sky candle or wish lantern, unless:

a. such activity is carried out by sub-contractors; and

b. **you** take all reasonable steps to ensure that the sub-contractors have and maintain public liability insurance cover with a limit of indemnity of no less than the limit of indemnity stated in **your** schedule for **Part 2** – **public and products liability**.

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

Restricted recovery rights

1. that part of any **claim** where **your** right of recovery is restricted by any contract.

Non-compensatory payments

2. fines penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.

Claims outside the applicable courts

3. any **claim**, including arbitration, brought outside the countries set out in **your** schedule under **applicable courts**.

   This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

Claims outside the geographical limits

4. any **claim** arising from any:

   a. **activities** carried out by **you** or on **your** behalf; or

   b. **bodily injury** or **property damage** arising from any **products** which occurs,

   in any country outside the **geographical limits**.

How much we will pay

(Part 2 – public and products liability)

The most **we** will pay for each **claim** or loss. excluding **defence costs**, is the single limit of indemnity stated in **your** schedule for **Part 2** – **public and products liability**, unless limited below or in **your** schedule.

We will also pay **defence costs** up to a maximum of £250,000 for each **claim** or loss. However, if a payment greater than the limit of indemnity has to be made for a **claim our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid.

You must pay any relevant **excess** stated in **your** schedule.

All **claims** which arise from the same original cause, a single source or a repeated or continuing breach of duty in connection with **your business activities** will be regarded as one **claim**.

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 such **claims** or their **defence costs**.

Special limits

There are **claims** or losses arising from certain circumstances in which an aggregate limit in the amount stated in **your** schedule will always apply in respect of the total of all **claims** or losses, including any **defence costs**, even though the limit of indemnity otherwise applies to each and every **claim** or loss under **Part 2** – **public and products liability**.

These special aggregate limits do not however mean that the overall limit of indemnity for any one **claim** or loss as stated on **your** schedule for **Part 2** – **public and products liability** is increased.

Abuse or molestation

For **claims** brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in **your** schedule for the total of all such **claims** and their **defence costs**.

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 **your** schedule.

Products

For **claims** arising from **your products** the most **we** will pay is a single limit of indemnity for the total of all such **claims** including their **defence costs**.

Unauthorised use of third party telephones by your employees

The most **we** will pay for the total of all **claims** and their **defence costs** arising from the unauthorised use of a third party's telephone system is the amount stated in **your** schedule.

Claims brought against you in USA or Canada

If it is stated in **your** schedule that cover is provided for **claims** brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such **claims** and their **defence costs**.

Representation costs

The most **we** will pay for the total of all representation costs covered under this section of the **policy** is the amount stated in **your** schedule.

Additional cover

Court attendance compensation

We will pay **you** compensation as stated in **your 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 **your** schedule.

Your obligations

(Part 2 – public and products liability)

1. **We** will not make any payment under **Part 2** of this **section** unless **you** notify **us**:

Notification of claims

   a. as soon as possible and in any event within seven days of:
      i. a **claim** or a **potential claim** for or arising out of **bodily injury** or **abuse or molestation**;
      ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
      iii. anything which may give rise to a request for us to pay criminal proceedings costs under **What is covered**, **Additional cover**, Criminal proceedings costs.
   b. promptly of any other **claim** or **potential claim**, including **your** discovery that **your products** are defective.

   At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

Not admitting liability

2. When dealing with **your client** or any 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.

Our rights of recovery

3. **You** must ensure that **our** rights of recovery against any third party, including but not limited to any subrogated rights of recovery, are not restricted or financially limited by any term in any contract or agreement into which **you** have entered, unless **you** have **our** prior agreement in writing.

Correcting problems

4. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to any client, customer or distributor.

If **you** fail to comply with obligations 2, 3 and 4 above **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result which may be up to, or the same as, the full amount of the claim or loss, including any **defence costs**.

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

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the **claim**.

Partially covered claims

We will not pay any part of a **claim** and its associated costs which is not covered by **Part 2** of 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 **your** 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 King'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 King'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.

Special definitions for this section

Activities

Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule, including attendance at conferences and promotional events which directly relate to **your** activities.

Accidental injury

A **physical injury** which:

1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the **period of insurance** and the **active time**; and
2. results in the **insured person's** death, **permanent disablement** or **temporary disablement**, within 12 months of the date of the event.

Active time

The time period stated in **your** schedule as the 'active time', being the time when the **insured person** is covered for **accidental injury** under this section and either:

1. at any time;
2. occupational including commuting, which means while working for **you** in connection with **your activities**, including while travelling to and from the place of such work; or
3. occupational excluding commuting, which means while working for **you** in connection with **your activities**, excluding while travelling to and from the place of such work.

Capital benefit

The amount stated as the 'capital benefit amount' in **your** schedule **we** will pay **you** following each incident of **permanent disablement** or death of an **insured person**.

Commuting expenses

The reasonable costs of transporting an **insured person** between their main residence in the **United Kingdom** and their usual place of work for **you** in the **United Kingdom** if such **insured person** has suffered a **physical injury** which:

1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the **period of insurance** and the **active time**;
2. does not result in their **permanent disablement** or **temporary disablement**; and
3. results in the **insured's person's** inability to commute using their normal means of transportation.

Compassionate leave

Discretionary leave granted by **you** to an **insured person** following:

1. death;
2. admittance to a hospital intensive care unit; or
3. admittance to hospital for treatment of a terminal condition or cancer;

of any parent, spouse, domestic partner, civil partner or child, including any adopted, foster or stepchild, of such **insured person** during the **period of insurance**, provided that such death or admittance to hospital could not reasonably have been foreseen by the **insured person** at **inception**.

Counselling expenses

The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for **permanent disablement** of an **insured person** under this section.

Funeral expenses	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an **insured person's** death arising directly from **accidental injury**. This includes repatriation expenses.
Inception	Start date of the **period of insurance** as stated in **your** schedule.
Illness	Disablement due to illness, sickness or disease which first manifests itself during the **period of insurance** and which results in the **insured person's temporary disablement**.
Insured person	Any person stated in **your** schedule, provided that such person is: 1. aged between 16 and 75 years old at **inception**; 2. legally resident in the **United Kingdom**; and 3. currently employed by **you** but not supplied by **you** to a client under contract, unless otherwise stated in **your** schedule.
Loss of sight	Total loss of sight in an eye.
Loss of hearing	Total loss of hearing in an ear.
Loss of limb	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.
Loss of speech	Total loss of speech.
Medical expenses	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 **accidental injury** under this section. **Physiotherapy treatment expenses** are not included within this definition.
Maximum absence period	The time period stated in **your** schedule as the 'maximum absence period', being the maximum period for which **we** will pay for any **insured person's** uninterrupted absence from their work, commencing from the first date of their absence.
Minimum absence period	The time period stated in **your** schedule as the 'minimum absence period', being the minimum period for which **temporary disablement** must be suffered in order for **weekly benefits** to be paid under this section. This period does not apply to **compassionate leave**.
Permanent disablement	1. **Loss of sight**, **loss of hearing**, **loss of limb** or **loss of speech**; or 2. any disablement which entirely prevents the **insured person** from attending to any business or occupation for which the **insured person** 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.
Physical injury	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.
Physiotherapy treatment expenses	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for **accidental injury** under this section.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Recruitment expenses	Reasonable expenses incurred by **you** with **our** prior written consent in the recruitment and selection process for the replacement of an **insured person** in connection with a valid claim for the death or **permanent disablement** of that **insured person** under this section.
Retraining expenses	Reasonable expenses incurred by **you** with **our** prior written consent in the retraining of an **insured person** for an alternative occupation in connection with a valid claim for the **permanent disablement** of that **insured person** under this section.
Temporary disablement	Disablement lasting without interruption for longer than the **minimum absence period** and which prevents the **insured person** from carrying out their usual occupation.

HISCOX

United Kingdom The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Weekly benefit The amount stated as the 'weekly benefit amount' in **your** schedule that **we** will pay **you** in respect of each **insured person** for each full week of their absence from their work for **you** during the **maximum absence period**, excluding holidays and sabbaticals and subject to the **minimum absence period**, due to **temporary disablement** or **compassionate leave**.

Weekly salary The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by **you** to the **insured person** at the first date of any **compassionate leave**.

Workplace alteration expenses Reasonable expenses incurred by **you** with **our** prior written consent in making necessary alterations and adjustments to the **insured person's** workplace in connection with a valid claim for the **permanent disablement** of that **insured person** under this section.

This includes the **insured person's** home office or workstation within their main residence in the **United Kingdom**, if the work which they carry out of for **you** in connection with **your activities** normally takes place at such residence.

What is covered

Permanent disablement

We will pay **you** the **capital benefit** stated in **your** schedule if an **insured person** suffers **accidental injury** which results in their death or **permanent disablement**.

Temporary disablement

We will pay **you** the **weekly benefit** stated in **your** schedule if an **insured person**:

1. suffers **accidental injury** or **illness** which results in their **temporary disablement**; or
2. is granted **compassionate leave**.

Your schedule will show if **weekly benefits** are payable and if **illness** and **compassionate leave** are covered.

Additional cover

We will also pay **you**:

1. **medical expenses**, **physiotherapy treatment expenses**, **counselling expenses**, **commuting expenses** and **funeral expenses**:
    a. incurred with **our** prior written consent by **you** on behalf of an **insured person**; or
    b. incurred by or on behalf of an **insured person** where **you** have agreed with **our** prior written consent to reimburse or pay for such expenses; and
2. **retraining expenses**, **workplace alteration expenses** and **recruitment expenses** incurred by **you** directly as a result of a **permanent total disablement**.

What is not covered

We will not make any payment under this section for:

Hazardous pursuits

1. any **accidental injury** sustained while taking part in:
    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;
    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 **insured person**:
        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
        ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
    c. any activity or event which involves any:
        i. endurance event, mass start racing event or assault course;
        ii. combat sport or the use of any weapons;

HISCOX

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**.

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

Your obligations

We will not make any payment for **illness** or **physical injury** under this section unless:

1. **you** notify **us** promptly of any **illness** of or **physical injury** to an **insured person** which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

Excluded territories

For further information in relation to any excluded territories, please visit the Foreign, Commonwealth & Development Office website.

Special conditions

If an **insured person** 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 **accidental injury**, **we** will pay **you** the **capital benefit** stated in **your** schedule. However, if the **insured person** is later found to be alive, **you** must repay **us** any benefit **we** have already paid to **you**.

Crisis containment
Policy wording

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

Special definitions for this section

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

What is covered

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

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.

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**.

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**.