

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

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation or any other act of a sexual nature or undertaken with a sexual motive.
Bodily injury	Death, or any bodily or mental injury or distress or any disease of any person.
Business activity	The activities stated in the schedule which you perform in the course of your business .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
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: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of; any computer or digital technology .
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.
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">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; orb. denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you . For claims under Part 1 of this section only, this also includes representation at a coroner's inquest arising out of the death of any client of yours in connection with a claim covered under Part 1 of this section .

Combined malpractice, public and products liability

Policy wording

Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
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 , illness, disease or death of any client caused by any negligent act, error or omission committed by you : <ol style="list-style-type: none">1. in the performance of a business activity; or2. in the course of a Samaritan act.
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.
Personal injury	False arrest, detention or imprisonment, malicious prosecution, wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, 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.
Public liability	<ol style="list-style-type: none">1. any bodily injury, mental injury, illness, disease or death of any person but excluding as a result of malpractice; or2. physical loss of or injury 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 the schedule.
Samaritan act	Treatment administered by you at the scene of a medical emergency, accident or disaster at which you are present either by chance or in response to a S.O.S. call following a disaster.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Tool of trade	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 .
You/your	The person named in the schedule.

**Part 1 –
malpractice****What is covered****(Part 1 – malpractice)**

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

Claims against you

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

Malpractice

a. **malpractice**;

Negligence

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

Breach of confidentiality

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

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

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by **Part 1** of this **section**.

You as a student

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

Animals

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

Website coverage

We will also indemnify **you** against the sums **you** have to pay as compensation, if during the **period of insurance**, and as a result of **your business activity** performed within the **geographical limits** on or after the **retroactive date** any party brings a claim against **you** for any actual or alleged:

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

arising out of the content of **your website**. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by **Part 1** of this **section**.

Payments towards your
outstanding fees

If:

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

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

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

Combined malpractice, public and products liability

Policy wording

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

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

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

Your own losses

Loss of documents

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

What is not covered

(Part 1 – malpractice)

Matters specific to your business

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

1. any actual or alleged **abuse or molestation** by anyone.
2. the performance of any of **your business activities** by any individual other than specified authorised persons, if **your** schedule or any **endorsements** to this **policy** specify that such **business activities** can only be performed by specified authorised persons.
3. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
4. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Cyber incidents

5. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. **computer or digital technology error**;
 - e. any fear or threat of 5.a. to 5.c. above; or
 - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.e. above.
6. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.

Trademarks, patents and false advertising

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

Matters insurable elsewhere

8. any **bodily injury** or illness suffered by anyone, other than **malpractice**.
9. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
10. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.

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| | 11. the loss, damage or destruction of any tangible property. However, this exclusion does not apply to any loss directly arising from any tangible document of yours which is necessary for the performance of your business activity and which is lost, damaged or destroyed while in your possession. |
| | 12. any personal liability incurred by any individual falling within the definition of you when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client , or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements. |
| | 13. your supply, manufacture, sale, installation or maintenance of any product . However, this does not apply to any claim arising directly from the application of a product by you to a client in the course of your business activity , provided that the product was not manufactured by you and you have a right of recourse against the product supplier or manufacturer. |
| Deliberate, reckless or dishonest acts | 14. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. |
| Intoxication | 15. the performance of any business activity by you while you are under the influence of intoxicants or narcotics. |
| Patch testing | 16. any treatment undertaken following an allergic reaction to a patch test relevant to that treatment. |
| Medical work | 17. the provision of, or failure to provide, any primary or secondary medical treatment, advice or diagnosis, such as that provided by qualified medical practitioners. |
| Regulatory proceedings or claims | 18. any criminal, regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against you or conducted by any governmental, administrative or regulatory body. |
| Guarantees or warranties | 19. 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 | 20. any liability, including but not limited to malpractice , in relation to racehorses or any horses that have been specifically bred for racing or used in the process of an occupation for financial gain. |
| Pre-existing problems | 21. anything, including any actual or alleged shortcoming in your work, likely to lead to a claim against you , or your own loss, which you knew or ought reasonably to have known about before we agreed to insure you . |
| Asbestos | 22. asbestos risks . |
| War, terrorism or nuclear risks | 23. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> a. war; b. terrorism; c. nuclear risks; or d. fear or threat of 23.a. to 23.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. to 23.d. above. <p>If there is any dispute between you and us over the application of 23.b. above it will be for you to show that the exclusion does not apply.</p> |
| Communicable disease | 24. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> 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 24.a. to 24.d. above;
- f. any fear or threat of 24.a. to 24.e. above; or
- g. any action taken in controlling, preventing, suppressing, responding or in any way relating to 24.a. to 24.f. above.

However, exclusion 24.c. does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (Covid-19) or any related variation, strain, complex or syndrome.

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

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

which has led to any:

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

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

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

Infrastructure failure

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

Laser and IPL

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

Contraindications

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

Treatment of minors

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

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

Use of sunbeds or solaria

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

Participant-to-participant injury

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

Breach of advertising regulations

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

Breach of promotional contract	33. the quality of a promotion, endorsement or sponsorship.
Digital or online work	34. the selling or promoting of any third-party product, treatment, service or supplement, digitally or online.
You as a student	35. any business activity you performed in the capacity of a student unless: <ol style="list-style-type: none"> a. 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.
Claims brought by a related party	<p>B. We will not make any payment for:</p> <ol style="list-style-type: none"> 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. <p>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 activity or where an individual falling within the definition of you is being treated in the capacity of a client.</p>
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	<ol style="list-style-type: none"> 3. your lost profit, mark-up or liability for VAT or its equivalent. 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	<ol style="list-style-type: none"> 6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Personal data claims	<ol style="list-style-type: none"> 7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. <p>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 that client and which is not otherwise excluded by What is not covered, A. 6. Cyber incidents above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.</p>

How much we will pay

(Part 1 – malpractice)

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

Special limits

Coronavirus (Covid-19)

For any claim or part of a claim due to, contributed to by, resulting from or in connection with coronavirus (Covid-19) or any related variation, strain, complex or syndrome, the most **we** will pay is the amount stated in the schedule for the total of all such claims, including **defence costs**.

Personal data claims	The most 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 the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section . You must pay the relevant excess stated in the schedule.
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 the 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)

If a problem arises	<ol style="list-style-type: none">1. We will not make any payment under Part 1 unless you notify us promptly 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:<ol style="list-style-type: none">a. your first awareness of anything, including any actual or alleged shortcoming in your work for a client which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable. If we accept your notification we will regard any subsequent claim as notified to this insurance;b. any claim or threatened claim against you;c. the receipt of notice from any person of an intention to hold you responsible for any malpractice or other act, error or omission;d. every letter, claim, writ, summons or process against you for actual or alleged malpractice.2. When dealing with your client or a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under Part 1 of this section by an amount equal to the detriment that we have suffered as a result.3. You must at all times:
Record-keeping	<ol style="list-style-type: none">a. <ol style="list-style-type: none">i. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by us or our duly appointed representatives; andii. retain the records referred to in 3.a.i. above for a period of at least five years from the date of treatment and, in the case of a minor, for a period of at least five years after that minor attains majority;
Products	<ol style="list-style-type: none">b. take reasonable steps to ensure that, in respect of any third-party manufactured products you have supplied, sold or applied as part of your business activities:<ol style="list-style-type: none">i. such products complied with all relevant health and safety regulations and standards in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;ii. such products were supplied with any instructions which were necessary for the product's safe use;iii. such products were fit and proper for their supplied purpose;iv. such products were made within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar or you have sourced the product from a supplier within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel

Combined malpractice, public and products liability

Policy wording

Islands, the Isle of Man or Gibraltar and **you** have a written contract or proof of sale for the **product**; and

- v. the supplier **you** use is reputable and has appropriate **products** insurance in place.

4. **You** must ensure that:

Tools and implements

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

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

Sunbeds and/or solaria

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

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

Photographs and videos of clients

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

Medical questionnaire or PARQ

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

Contraindications

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

Products and services for a client

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

We will not make any payment under **Part 1** of this **section** in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the claim or loss occurring in the circumstances in which it occurred.

Control of defence

(Part 1 – malpractice)

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

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

Appointment of legal representation

If **we** think it necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written agreement. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Partially covered claims

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

Advancement of defence costs

We will pay **defence costs** covered by **Part 1** of this **section** on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under **Part 1** of this **section**. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under **Part 1** of this **section**.

Payment of full limit of indemnity

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

Payment of excess

Our duty to make any payment under **Part 1** of this **section** arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **Control of defence** in **Part 1** of this **section**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

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

Part 2 – public and products liability

What is covered

(Part 2 – public and products liability)

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

Claims against you

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

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

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

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

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

Overseas personal liability

We will indemnify **you** and if **you** so request, **your** employees (where **you** have declared to **us** that **you** have them) or spouse of such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury** occurring during the **period of insurance** and incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:

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

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your business** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of **Part 2** of this **section**;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity stated in the schedule.

Criminal proceedings costs

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

Additional cover

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

Court attendance compensation

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

What is not covered

(Part 2 – public and products liability)

Property for which you are responsible	<p>A. We will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to:</p> <p>1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to:</p> <ul style="list-style-type: none"> a. employees' or visitors' vehicles or effects while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business; or c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement. <p>2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.</p> <p>This does not apply to:</p> <ul style="list-style-type: none"> a. any tool of trade; or b. the loading or unloading of any vehicle off the highway.
Animals	<p>3. any treatment of an animal.</p>
Injury to employees	<p>4. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you.</p>
Pollution	<p>5. a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or</p> <p style="padding-left: 40px;">ii. any bodily injury or property damage directly or indirectly caused by pollution, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance; or</p> <p>b. any pollution occurring in the United States of America or Canada.</p>
Cyber incidents	<p>6. contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; or d. any fear or threat of 6.a. to 6.b. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.
Professional advice and services	<p>7. a. designs, plans, specifications, formulae, directions or advice prepared or given by you; or</p> <p>b. malpractice.</p>
Abuse or molestation	<p>8. any actual or alleged abuse or molestation by anyone.</p>
Your products	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>10. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals,</p>

Combined malpractice, public and products liability

Policy wording

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

Inefficacy	11. inefficacy .
Deliberate or reckless acts	12. 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	13. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	14. failure of any item of software to recognise any date.
Asbestos	15. asbestos risks .
War, terrorism or nuclear risks	16. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> a. war; b. terrorism; c. nuclear risks; or d. any fear or threat of 16.a. to 16.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 16.a. to d. above. <p>If there is any dispute between you and us over the application of 16.b. above it will be for you to show that the exclusion does not apply.</p>
Personal data	17. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Regulatory proceedings or claims	18. any regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against you or conducted by any governmental, administrative or regulatory body. <p>However, this does not apply to the costs for any claims brought by any governmental, administrative or regulatory body for any criminal action covered by What is covered, Criminal proceedings costs.</p>
Participant-to-participant injury	19. any participant-to-participant injury arising as a result of participation in contact sports . <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay**(Part 2 – public and products liability)**

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

Special limits

Overseas personal liability

For claims covered under **What is covered**, Overseas personal liability the most **we** will pay is the limit stated in the schedule for the total of all such claims including their **defence costs**. **You** must pay the relevant **excess** stated in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount stated in the schedule.

Products liability

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

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal or regulatory actions or proceedings is the limit stated in the schedule. This applies to all actions and proceedings brought against **you** and **your** employees during the **period of insurance**.

Court attendance compensation

We will pay **you** compensation as stated in the schedule for each day **you** are required to attend court as a witness in connection with a claim covered under **Part 2** of this **section**:

The most **we** will pay for the total of all court attendance compensation is the limit stated in the schedule.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

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

If a problem arises

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

Correcting problems

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

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

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim under **Part 2** of this **section**.

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

Appointment of legal representation

If **we** think it necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written agreement. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Partially covered claims

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

Advancement of defence costs

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

Payment of full limit of indemnity

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

Payment of excess

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

Disputes

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

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