

Combined malpractice, public and products liability

Policy summary

Policy wording ref: 21564 WD-TPL-UK-MMPPL(4)

This document contains a summary for each of the covers available in this insurance and outlines the key information about each cover so you can be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy and your schedule in full and ensure that you understand the full policy terms and conditions that apply. If you have any questions about your policy or about either Part 1 (malpractice) or Part 2 (public and products liability) you should contact Hiscox or your insurance advisor.

Your policy limit

The limit of indemnity across the policy is one single aggregate limit across both parts of the policy, Part 1 (malpractice) and Part 2 (public and products liability). We will pay for covered claims which are made against you during the period of insurance, up to the combined limit shown in the schedule for Part 1 (malpractice) and Part 2 (public and products liability). It is important that you refer to your Policy schedule for details of: (i) special limits applying to either Part 1 or Part 2 of the policy; and (ii) policy limits for additional covers noted in the wording in relation to Part 2.

Part 1 – malpractice

Key benefits – what risks are you protected against?

This is a summary of the key information relating to Part 1 (malpractice) of your policy. This covers you for compensation you have to pay to your patients for bodily or mental injury or death as a result of a negligent act, error or omission by you, including in the course of a Samaritan act. We will also indemnify you for claims brought against you as a result of any business activity undertaken on your behalf by any self-employed freelancer, sub-contractor or outsourcer contracted to you and under your supervision. We will also pay your legal defence costs incurred with our agreement for covered claims, including representation at a coroner's inquest arising out of the death of any of your patients.

We will pay claims against you for:

- malpractice;
- negligence or breach of a duty of care;
- breach of confidentiality or any infringement or violation of any right to privacy;
- any actual or alleged infringement of copyright, moral rights or defamation arising out of the content of your website.

We will also pay claims brought against you as a result of any business activity you performed:

- for a client whilst a student under supervision and in the furtherance of your training qualification;
- on any animal belonging to a client.

We will also pay for your reasonable expenses to restore or replace any tangible documents needed for your business which are lost, damaged or destroyed, up to the limit shown in the schedule.

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

Significant or unusual exclusions and limitations

You must at all times:

- keep descriptive records of all professional services and procedures for at least five years from the date of treatment or in the case of a minor at least five years after the minor attains majority;
- take reasonable steps to ensure that any third-party manufactured products which you supply, sell or apply were entirely made within the European Union (including the United Kingdom and Gibraltar) or sourced from a supplier within the European Union (including the United Kingdom and Gibraltar).

You must ensure that:

- any tool or implement is handled, used and stored in accordance with the manufacturers' instructions and is appropriately sterilised in accordance with Department of Health guidelines;
- instructions on the use of sunbeds or solariums (which include reference to the need to limit exposure as well as contraindications of use) are given to clients prior to their use and are appropriately displayed;
- any sunbeds or solariums are under seven years old, regularly maintained and used under your strict supervision;



- any client that is contraindicated for the use of sunbeds or solarium is denied use until medically certified, a copy of which certification must be retained by you for at least five years;
- you obtain permission from clients prior to using any photographs or videos on your website;
- all new fitness, gym or aerobics clients complete a medical or pre-exercise health questionnaire to ensure their suitability to participate in any such activity.

You must take reasonable steps to remedy or rectify any defect of failure in the products or services you have provided at your own expense.

We will not pay for claims or losses arising from:

- physical or mental abuse, invasion of privacy, mistreatment, maltreatment or any act of a sexual nature;
- any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist;
- death or bodily or mental injury which was not caused by your malpractice;
- any breach of your obligations as an employer;
- any kind of discrimination, harassment or unfair treatment;
- the loss, damage or destruction of any physical property, except for the loss of tangible documents;
- your supply, manufacture, sale, installation or maintenance of any product, unless the claim arises directly from the application of a product by you to a client in the course of your business activity. This does not apply to any product you have manufactured.
- any treatment following an allergic reaction to a patch test relevant to that treatment;
- the provision of, or failure to provide, any medical treatment, advice or diagnosis;
- any criminal, regulatory, disciplinary or professional misconduct proceedings brought by any governmental or regulatory body;
- any guarantees, promises or warranties regarding the outcome of any treatment or services or any product you supply;
- any liability, including but not limited to malpractice, relating to racehorses or horses used in an occupation for financial gain;
- terrorism, war or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing, suppressing, responding or on any way relating to such an incident;
- the specific communicable diseases listed in the policy wording, other than where the schedule shows a limit for coronavirus (Covid-19) cover;
- any communicable disease which leads to the imposition of a quarantine or restriction in movement of people or animals, or the issue of a travel warning or advisory by a national, international or other competent body, other than where the schedule shows a limit for coronavirus (Covid-19) cover;
- a cyber attack, hacker or social engineering communication; including any fear or threat of a cyber attack, hacker or social engineering communication, or any action taken in controlling, preventing or responding to a such an attack;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- any act of passing-off, unauthorised use of trademarks, false or misleading advertising or breach of patent;
- the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- any laser or intense pulsed light (IPL) treatment, other than low level laser therapy;
- treatment performed where the client has informed you of a pre-existing health condition that would infer a contraindication to such treatment, unless the client has provided written confirmation from their GP that they can receive such treatment;
- any treatment of a minor, who is aged 16 or younger, unless their parent or guardian provides their consent and are in attendance or have given written consent not to be in attendance;
- cancer arising from or contributed to by the use of sunbeds or solarium;
- any participant to participant injuries arising from any contact sport; or
- any unintentional breach of any advertising laws, regulations or codes of practice;
- the quality of a promotion, endorsement or sponsorship;
- the selling or promoting of any third-party product, treatment or service digitally or online;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims from a client where they arise from your performance of a business activity for that client and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read Part 1 of the policy for details of its terms in full.

Part 2 – public and products liability

Key benefits – what risks are you protected against?

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

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

We will also pay:

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

Significant or unusual exclusions and limitations

We will not pay claims arising from:

- abuse or molestation in respect of any party who commits, condones or ignores such abuse or molestation;
- death or bodily or mental injury or disease of any employee or apprentice of yours;
- the ownership, possession or use of any watercraft, hovercraft, aircraft or mechanically propelled vehicle;
- any cyber attack, hacker or computer or digital technology error affecting any computer or digital technology, including any fear or threat of such an incident or any action taken in controlling, preventing, suppressing, responding or in any way relating to such an incident;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you;
- the recall, removal, repair, reconditioning or replacement of any product or any of its parts;
- the failure of any product, service, process or system provided by you to perform its intended function;
- the actions of any person supplied by you to a client under contract;
- terrorism, war or nuclear risks, including any fear or threat of such incidents or any action taken in controlling, preventing, suppressing, responding or in any way relating to such incidents;
- participant to participant injuries arising from any contact sport;
- asbestos risks;
- The processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data.

We may reduce any payment we make equal to the detriment we have suffered if you do not take reasonable steps to remedy any defect in goods you have supplied, at your expense.

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