

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

### Special definitions for this section

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
<b>Business activity</b>	The activities shown in the schedule, or proposal form, or in material representations agreed by <b>us</b> , which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> , including representation at a coroner's inquest arising out of the death of any client of <b>yours</b> .
<b>Malpractice</b>	Any bodily injury, mental injury, illness, disease or death of any client caused by any negligent act, error or omission committed by <b>you</b> : a. in the performance of a <b>business activity</b> ; or b. in the course of a <b>Samaritan act</b> .
<b>Libel or slander</b>	Any libel or slander which was committed by <b>you</b> without animosity.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>Samaritan act</b>	Treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster at which <b>you</b> are present either by chance or in response to a S.O.S. call following a disaster.
<b>You/your</b>	Also includes any person who was, is, or during the <b>period of insurance</b> becomes, <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

### What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> for clients, any party brings a claim against <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a. <b>malpractice</b>; or</li> <li>b. negligence or breach of a duty of care; or</li> <li>c. dishonesty of <b>your</b> individual partners, directors, employees or sub-contractors directly contracted to <b>you</b> and under <b>your</b> supervision; or</li> <li>d. <b>libel or slander</b>; or</li> <li>e. breach of confidentiality;</li> </ul> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors	<b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b> , Claims against you, which is brought as a result of <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor.
Avoiding a potential claim against you	If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.

## Treatment and professional liability insurance

### Policy wording

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** will pay the amount owed to **you** at that time. 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 shown 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 this payment **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 part of a claim not covered by this section.

#### Your own losses

Dishonesty of your employees or sub-contractors

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or sub-contractors directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

#### What is not covered

Matters specific to your business

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

1. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
2. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
3. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
4. transmission of a computer **virus**.
5. **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.
6. 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.

Matters insurable elsewhere

7. the death or any bodily or mental injury, illness or disease suffered by anyone, other than **malpractice**.
8. the loss, damage or destruction of any tangible property unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
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, any watercraft or any motor vehicle.
11. any personal liability incurred by a director or officer of **yours** 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.
12. **your** manufacture, installation or maintenance of any product.
13. **your** supply, sale or application of any product, unless a claim arises directly from the supply, sale or application by **you** to a client in the course of **your business activity**.

Deliberate, reckless or dishonest acts

14. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in **What is covered**, Claims against you, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

## Treatment and professional liability insurance

### Policy wording

Intoxicants or narcotics	15. the performance of any <b>business activity</b> by anyone whilst under the influence of intoxicants or narcotics.
Pre-existing problems	16. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Date recognition	17. <b>date recognition</b> .
War, terrorism and nuclear	18. <b>war, terrorism or nuclear risks</b> .
Asbestos	19. <b>asbestos risks</b> .
AIDS and hepatitis	20. any liability arising from hepatitis non-A or any condition directly or indirectly caused by, or associated with Human Immunodeficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.
Abuse or molestation	21. <b>abuse or molestation</b> .
Tools or implements	22. any tool or implement used in the performance of <b>your business activity</b> which is intended to be in contact with bodily fluid (whether human or animal) or to penetrate tissue (whether human or animal), unless: <ol style="list-style-type: none"> <li><b>you</b> handled, used and stored the tool or implement in accordance with the manufacturers' instructions; and</li> <li>where the tool or implement is suitable to be used more than once (i.e. approved by the manufacturer for that purpose), it was sterilised in accordance with Department of Health guidelines or equivalent.</li> </ol>
	B. <b>We</b> will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract, unless <b>our</b> prior written agreement has been obtained to that contract.
Consequential loss	3. <b>your</b> 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, and 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 countries set out in the 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.
Press, radio, or television	7. any communication or contribution to the press, radio or television unless previously agreed with <b>us</b> .

### How much we will pay

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

For **your** own losses arising from dishonesty, the most **we** will pay is the amount shown in the schedule for the total of all such losses. **You** must pay the relevant **excess** shown 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**.

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## Your obligations

If a problem arises

1. **We** will not make any payment under this section 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:
  - a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** work, 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. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**, dishonesty, error, omission, act, injury, illness, disease, death, loss, destruction, breach, **libel or slander**;
  - c. every letter, claim, writ, summons or process against **you** for any actual or alleged **malpractice**, dishonesty, error, omission, act, injury, illness, disease, death, loss, destruction, breach, **libel or slander**;
  - d. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or sub-contractor has acted dishonestly.
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 this section by an amount equal to the detriment that **we** have suffered as a result.
3. **You** must:
  - a. 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; and
  - b. retain the records referred to in 3.a. above for a period of at least three years from the date of treatment and, in the case of a minor, for a period of at least three years after that minor attains majorityotherwise, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

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## Control of defence

**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. 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 approval. 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.