

Combined Medical Malpractice, Public and Products Insurance

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

Special definitions for this section

Business activity	The activities shown in the schedule, or proposal form, or in material representations agreed by us , which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Malpractice	Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by you : a. in the performance of a business activity ; or b. in the course of a samaritan act .
Libel or slander	Any libel or slander which was committed by you without animosity.
Products liability	a. Any bodily injury, mental injury, illness, disease or death of any person, or b. physical loss of or injury to or destruction of tangible property (including the resulting loss of use of such property), arising out of any goods or products supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you .
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.
You / your	Also includes any person who was, is, or during the period of insurance becomes, your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	If during the period of insurance , and as a result of your business activity within the geographical limits for clients, any party brings a claim against you or your employee or volunteer for: a. malpractice , public liability or products liability ; or b. negligence or breach of a duty of care; or c. dishonesty of your individual partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision; or d. libel or slander ; or e. breach of confidentiality, 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 this section.
Avoiding a potential claim against you	If 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 sub-contractors at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this 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 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.



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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

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** suffer a loss from the dishonesty of **your** employees or self-employed freelancers 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.

Loss of Documents

If as a result of **your** business activity **you** discover that any documents, the property of or entrusted to **you**, have been destroyed, irrecoverably damaged, lost or stolen, and after diligent search cannot be found, **we** will indemnify **you** for the cost of replacing or restoring such documents.

The expression "documents" means deeds, wills, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method (other than bearer bonds, coupons, tickets, bank notes, currency notes, negotiable instruments, computer systems' records and medical records).

What is not covered

Matters specific to your business

A. We will not make any payment for any 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. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
5. transmission of a computer **virus**.
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.

Matters insurable elsewhere

8. 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:
 - 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**;
 - c. premises rented to **you**, for loss or damage not insured under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
 - d. loss of documents, as described under the What Is Covered part.
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.

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| Deliberate, reckless or dishonest acts | <ul style="list-style-type: none"> 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. the costs of repairing, reconditioning or replacing any product or any of its parts. |
| Pre-existing problems | <ul style="list-style-type: none"> 13. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim for your own loss under the dishonesty cover in the What Is Covered part, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty. 14. the performance of any business activity by you whilst under the influence of intoxicants or narcotics. |
| Date recognition | <ul style="list-style-type: none"> 15. any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you. |
| War, terrorism and nuclear | <ul style="list-style-type: none"> 16. date recognition. |
| Asbestos | <ul style="list-style-type: none"> 17. war, terrorism or nuclear risks. |
| Aids and hepatitis | <ul style="list-style-type: none"> 18. asbestos risks. |
| Claims brought by a related party | <ul style="list-style-type: none"> 19. any claim or liability arising from hepatitis non-A or any condition directly or indirectly caused by, or associated with Human Immune Deficiency 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. <p>B. We will not make any payment for:</p> <ul style="list-style-type: none"> 1. any claim brought by an insured 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 activity. |
| Restricted recovery rights | <ul style="list-style-type: none"> 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 | <ul 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 | <ul style="list-style-type: none"> 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 | <ul 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> |
| Press, radio, or television | <ul style="list-style-type: none"> 7. Any communication or contribution to the press, radio or television unless previously agreed with us. |

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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**.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes claims and losses arising after, as well as during, the **period of insurance**.

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

If a problem arises

We will not make any payment under this section:

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:
 - a. **your** first awareness of a 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. 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 self-employed freelancer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. Unless **you** at all times:
 - 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 ten years from the date of treatment and, in the case of a minor, for a period of at least ten years after that minor attains majority.
4. for any claim unless 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 (i.e. approved by the manufacturer for that purpose) it must be sterilised prior to such use in accordance with Department of Health guidelines or equivalent.

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.