

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 , including representation at a coroner's inquest arising out of the death of any patient of yours .
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.
Public 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).
Products liability	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.
Sexual misconduct	Actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation in the course of treatment or under the guise of treatment.
Identity fraud	Someone or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You / your	Also includes any person who was, is, or during the period of insurance becomes, your business partner, director, senior manager, employee, member of the ethics committee, or volunteer performing activities in the course of your business subject to our prior agreement, and the payment of any additional premium if applicable. We may amend the terms and conditions.

What is covered

Claims against you	If 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 any act: a. of malpractice , or giving rise to public liability or products liability ; or b. of negligence or breach of a duty of care; or c. of dishonesty of your individual business partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision; or d. of libel or slander or breach of confidentiality; occurring during the period of insurance , we will indemnify you against the sums you have to pay as compensation.
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Combined medical malpractice, public and products insurance for therapists

Policy wording

Additional cover	If during the period of insurance as a result of your business activity any party brings a claim against you arising from the content of your email or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your business on the website), but not connected with any professional business activity for a client, and due to your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page, we will indemnify you against the sums you have to pay as compensation.
Defence costs	We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.
Principals clause	<p>The interest of your contracted principal in this insurance is noted. We will indemnify your principal in accordance with the terms of this section up to the limit of indemnity shown in the schedule to the extent required by the contract, provided that your principal:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it; andgives us the information and co-operation we reasonably require for dealing with the claim.
Retroactive date	<p>If as a result of your business activity up to five years prior to inception of this policy, any party brings a claim against you during the period of insurance, we will indemnify you against the sums you have to pay as compensation.</p> <p>Cover will only apply if:</p> <ol style="list-style-type: none">a 'claims made' policy was in force at the time of the act giving rise to the claim; andyou were not aware that the act was likely to lead to a claim against you.
Avoiding a potential claim against you	<p>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.</p> <p>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.</p> <p>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.</p> <p>We will not make any payment for any part of a claim not covered by this section.</p>
Your own losses	
Losses from dishonesty	If in the performance of your business activity within the geographical limits , you suffer a loss from the act of 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 sustained during the period of insurance .
Court attendance	If you are required by us to attend court as a witness in connection with a claim which we have agreed is covered by this section and as a result lose earnings, we will provide you with compensation of up to £250 for each day on which attendance is required.

Loss of documents

If during the **period of insurance** 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).

Identity fraud

If during the **period of insurance** as a result of **your business activity you** discover **identity fraud**, **we** will indemnify **you** for the following reasonable and necessary expenses that **you** have to pay solely as a direct result of an **identity fraud**:

- a. solicitor's fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness **your** signature;
- b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- c. fees charged when **you** re-apply for a commercial loan that was originally rejected.

The most **we** will pay is £5,000 in any one policy period.

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. 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.
 7. the infringement of any patent.
 8. any data or software unique to **your business**.

Matters insurable elsewhere

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

	12. 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.
	13. the costs of repairing, reconditioning or replacing any product or any of its parts.
Deliberate, reckless or dishonest acts	14. any act, breach, omission or infringement, not amounting to sexual misconduct , which 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.
	15. the performance of any business activity by you whilst under the influence of intoxicants or narcotics.
Date recognition	16. date recognition .
War, terrorism and nuclear	17. war, terrorism or nuclear risks .
Asbestos	18. asbestos risks .
AIDS and hepatitis	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.
Sexual misconduct	20. sexual misconduct . This shall only apply: <ul style="list-style-type: none"> a. after a judgment or other final adjudication or an admission by you that such sexual misconduct did occur; or b. if we have obtained an opinion from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of a court or tribunal finding that such sexual misconduct did occur and such counsel is of the opinion that there are no reasonable prospects of the court or tribunal finding that such sexual misconduct did not occur. Such opinion will be binding on us and you. The costs of such opinion shall be met by us.
Patch testing	21. any treatment undertaken following an allergic reaction to a patch test relevant to that treatment.
Teacher cover	22. malpractice arising from treatments provided by your students outside of your training establishment.
Claims brought by a related party	B. We will not make any payment for: <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	2. that part of any claim where your right of recovery is restricted by any contract, unless our prior written agreement has been obtained to that contract.
Consequential loss	3. your lost profit, mark-up or liability for VAT or its equivalent. 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 us .
Pre-existing problems	8. any claim, potential claim or loss or payment which could be made under this section which you knew about , or ought reasonably to have known about, before we agreed to insure you .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each claim, loss and **defence costs**, but the most **we** will pay for the total of all claims, losses and **defence costs** is the aggregate 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**.

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**.

Special limits

The most **we** will pay for **defence costs** for all claims arising from alleged **sexual misconduct** is a single limit of indemnity of £500,000, irrespective of the total number of such claims. **You** must pay the **excess** shown in the schedule for each claim.

Your obligations

If a problem arises

1. **We** will not make any payment under this section:
 - a. unless **you** notify **us** promptly of the following when **you** first become aware of it:
 - i. **your** first awareness of any act 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.
 - ii. 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**.
 - iii. 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**.
 - iv. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any business partner, director, employee or self-employed freelancer has acted dishonestly.

Treatment conditions

- b. unless **you** at all times:
 - 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; and
 - ii. retain the records referred to in 1.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.

- c. 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.
 - d. if **you** are unqualified unless **you** inform the patient prior to treatment that **you** are unqualified, and make no charge for the treatment.
- Sunbeds and/or solaria
- e. for any claim directly or indirectly arising from the use of sunbeds and or solaria unless:
 - i. full instructions are given to clients as to the method of safe use of the equipment including the need to limit exposure time; and
 - ii. goggles are provided to protect the client's eyes; and
 - iii. clients have a shower on the premises immediately prior to using the equipment or sign a record card stating that they have had a bath or shower to remove all oils, perfumes, deodorants and the like immediately prior to using the equipment; and
 - iv. the use of the equipment is under the supervision of a responsible trained person; and
 - v. aromatherapy is not given on the same day prior to the use of equipment; and
 - vi. before using the equipment, the client is asked to sign a declaration that they;
 - 1. are not in an advanced state of pregnancy;
 - 2. do not suffer from high or low blood pressure or any circulation disorder;
 - 3. do not have any skin allergy;
 - 4. are not taking any tranquillisers or antibiotics or anti-tubercular drugs or anti-fungal agents or any anti-depressants;

and if they cannot sign such a declaration they are required to produce medical certificates stating they are not normally susceptible to the effects of sun treatment.
- Hypnotherapy
- f. for any claim directly or indirectly arising from or related to stage and/or entertainment hypnosis, hypnotherapy and/or past life regression, unless carried out for therapeutic purposes.
- Nails
- g. for any claim directly or indirectly arising from false nail application unless **you** check before applying the nails that the client is not allergic to acrylics or plastics.
- Ear piercing
- h. for any claim directly or indirectly arising from ear piercing unless the ear piercing work is carried out on the soft non-cartilaginous part of the ear lobe, using a system designed to protect the gun instrument from contamination and **you** must use pre-sterilised ear studs and back clasps at all times. Minors must have their parent's or guardian's written consent.
- Fitness gym and/or aerobics instructors
- i. for any claim directly or indirectly arising from **your** client undertaking any exercise or fitness training unless **you** ensure that a health screening form is completed by the individual client prior to the client undertaking such exercise or fitness training. If any medical condition is declared the client must obtain confirmation from their GP that the client can undertake the exercise or fitness training.
- Patch testing
- j. for any claim directly or indirectly arising from:
 - i. any laser or IPL treatment; or
 - ii. the application of false eyelashes; or
 - iii. any eyelash or eyebrow tinting; or
 - iv. any eyelash perming treatment,

unless a skin patch test has been undertaken at least 24 hours prior to treatment in respect of:

- i. new clients to be treated; and
- ii. existing clients, where a year has passed since their last patch test; and
- iii. where the product or laser head has been changed since the client's last treatment.

The results of each patch test should be recorded in writing on the client's record.

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 **we** have suffered as a result.

Additional individual therapists

3. **We** will not make any payment for any claim or loss directly or indirectly arising from the performance of any **business activity** undertaken by any additional individual therapist unless:
 - a. **you** have notified **us**;
 - b. **we** have given **our** prior agreement, and
 - c. **you** have paid any additional premium if applicable.

Extensions

EU extension

1. **We** will cover **you** under this section whilst **you** are practicing within the European Union up to a maximum of 90 days in any **period of insurance** but only if **you** permanently reside in the United Kingdom, and the appropriate European Union extension additional premium has been paid to **us**.

Temporary travel extension

2. **We** will cover **you** under this section while **you** are temporarily abroad (but not within the USA or Canada) up to a maximum of 30 days in any one **period of Insurance**, but only if **you** conform to the laws of the country / countries being visited, and only in respect of claims first brought against **you** within the United Kingdom, Republic of Ireland, the Channel Islands, Isle of Man, or Malta and the appropriate worldwide extension additional premium has been paid to **us**.

Work in British armed forces bases overseas

3. **We** will cover **you** under this section while **you** are practising within the bounds of an overseas British armed forces base within the European Economic Area, but only if the claim is brought against **you** under English law.

Teacher cover

4. If the appropriate Teacher cover extension additional premium has been paid to **us**, and **you** undertake teaching activities directly connected with **your business activity**, and **you** hold the relevant qualifications for those teaching activities, **we** will cover **you** under this section in respect of:
 - a. claims brought by **your** students or **your** students' clients against **you** for **public liability** directly arising from their attendance at **your** training establishment;
 - b. claims for **malpractice** and **products liability** directly arising from:
 - i. treatments provided by **you** or **your** students whilst under **your** direct supervision;
 - ii. incorrect advice or teaching techniques provided by **you** to **your** students.

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.