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Introduction

Thank you for purchasing this insurance policy arranged in conjunction with DUAL Europe GmbH part DUAL International Limited.

This is your insurance policy which sets out your cover in full detail and should be read in conjunction with your policy schedule.

DUAL provides very high standards of service; if you ever feel that we could have handled a situation better or if you have any suggestions as to how we could improve our service further please do not hesitate to contact us.

DUAL Europe GmbH
One Creechurch Place, London, EC3A 5AF, United Kingdom



Important Information

Your Policy

Your policy comes in three parts, this policy document, the policy schedule and a statement of fact. Please read these documents carefully to check that the insurance cover described meets your requirements. Should any of the details contained be incorrect or not meet your requirements, please let your broker know immediately.

In return for you having paid or agreed to pay the premium for the period of insurance, Insurers will indemnify you as detailed in the terms and conditions laid out in this Policy.

It is important that you disclose all **Material Facts**. Examples include but are not limited to amendment of bed numbers, adding an extension to the building and change of registration details.

If there are any changes to your business or to any **Material Fact**, or if you are unsure whether certain facts are relevant, please contact your Broker immediately.

How Personal Data Is Used

Personal information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** the insurers identified in the contract of insurance and other insurance market participants collect and use relevant information about individual insureds to provide **you** with **your** insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that **we** collect about **them** in connection with **your** insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information **you** provide to us in respect of **your** insurance cover, in accordance with our privacy notice on our website and applicable data protection laws.

Minimisation and notification

We are committed to using only the personal information **we** need to provide **you** with **your** insurance cover. To help us achieve this, **you** should only provide to **us** information about individual insureds that we ask for from time to time.

You must promptly notify **us** if an individual insured on this policy contacts you about how we use their personal details in relation to **your** insurance cover so that **we** can deal with their queries.

Record Retention

In the event of a claim for liability, one of the key lines of defence is evidence to support training provided, risk assessment, care planning, medication provided, action taken following an incident and any other documentable evidence of preventative measures, risk management, or any other steps taken to avoid or minimise the impact of an incident. Should a claim arise, Insurers will ask for copies of evidence to support the action that you have taken, with a view to defending the claim.

If you are not able to produce the documents noted above, this is likely to have an adverse effect on the Insurer's position in terms of defending the claim. As a direct result we ask **You** to retain records in a manner that will allow them to be retrieved in the event of a claim.

You should also keep a written record (including copies of letters) of any information you provide to your broker or **your** Insurers when **You** arrange, amend or renew **your** policy.

Complaints Procedure

Our goal is to provide **You** with excellent service but **We** recognise that things do go wrong occasionally. **We** take all complaints very seriously and aim to resolve problems promptly. To ensure that **We** provide the kind of service you expect, **We** welcome **Your** feedback.

If there is any occasion when the service does not meet **Your** expectations please contact **Your** insurance intermediary. If **You** believe that the complaint relates to the service that **We** have provided then they will refer the complaint to **Us**. Alternatively, please contact us directly. If **We** believe that the complaint is best addressed to your insurance intermediary, then **We** will refer the complaint to them.

We will acknowledge **Your** complaint within five business days of receiving it, keep **You** informed of progress and do our best to resolve matters satisfactorily within eight weeks.

If **You** remain dissatisfied **You** may be entitled to refer **Your** complaint to the Financial Services and Pension Ombudsman who will review the case. Their contact details are as follows:-

Financial Services and Pensions Ombudsman
 Lincoln House
 Lincoln Place
 Dublin 2
 D02 VH29

Telephone: +353 1 567 7000
 Email: info@fspo.ie
www.fspo.ie

Claims Contact Details

Please notify us as soon as you become aware of circumstances that are likely to lead to a claim. You must inform the Police immediately of any malicious damage or of the theft or loss of any property or money.

Please refer to the individual section of cover for “Your Obligations” in the event of a claim.

In order to ensure that the claims service is specific to the type of claim, there are specialist teams available to deal with your individual circumstance. In the first instance please contact your Broker for support.

Should you wish to contact Insurers directly, please contact on:

Employers Liability, Public Liability, Professional Indemnity or Medical Malpractice claims (Sections 1,2,3)	Call	0203 887 2660
	Email	EIID.Claims@Everestre.com

General Definitions

The following applies to Sections 1 – 3. If there is a further definition within the individual section of cover that definition shall apply.

Amount / Sum Insured

The most **We** will pay and as shown in the **Policy Schedule**. The **Amount** paid will be for each and every loss and will be restored to the full **Amount** after the claim is paid unless highlighted elsewhere or agreement received in writing.

Asbestos Risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos or;
- b. Exposure to asbestos, asbestos fibres or materials containing asbestos or;
- c. The provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Business or Business Activity

Activities connected with the **Business** as detailed in the **Policy Schedule**.

Business Premises

The space occupied at the **Business Premises** as detailed in the **Policy Schedule**.

Computer Virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or **Damage to Property** by or under the order of any government or public or local authority.

Damage

Accidental physical loss or physical **Damage to Property**.

Endorsement

A change in the terms of the **Policy**.

Excess

The **Amount You** must pay as the first part of each agreed claim or loss.

Geographical Limits

The geographical area detailed in the **Policy** or **Policy Schedule**.

Material Fact

A Material Fact is one that is likely to influence **Our** decisions in the assessment or acceptance of terms for a risk. **We** may then change the terms and conditions of this **Policy**.

Period of Insurance

The time the **Policy** is in force as detailed in the **Policy Schedule**.

Policy / Policy Schedule

The insurance document including all **Endorsements**.

Property

Tangible property

We / Us / Our

Your Insurers named within the **Policy Schedule**.

You / Your

The insured name on the **Policy Schedule**

General Conditions

The following applies to Sections 1 – 3:

Due Diligence

You must take reasonable steps to prevent accident or injury and to protect **Your Property** against loss or **Damage**. **You** must keep any **Property** insured under this **Policy** in good condition and repair. **You** must use reasonable care in the selection and supervision of employees. **You** must take reasonable steps to comply with all relevant government and local authority regulations in force.

Change In Circumstances

You must tell **Us** as soon as reasonably possible of any change in circumstances during the **Period of Insurance** which may materially affect this **Policy**.

Aggregate limit

Where this **Policy** specifies an aggregate limit, this means **Our** maximum payment for all relevant claims or losses covered under the **Policy** during the **period of insurance**. If the **Period of Insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **Policy** during the 12 months from the date the continuous cover starts.

Fraud

If **You**, or anyone on **Your** behalf, tries to deceive **Us** by deliberately giving **Us** false information or making a fraudulent claim under this **Policy** then **We** will treat this **Policy** as if it had never existed.

Cancellation

By **You** - The first named Insured as shown in the **Schedule** may cancel the **Policy** at any time by giving **Us** at least 30 days notice in writing in advance of the date upon which the cancellation is to take effect.

By **Us** - **We** may cancel this **Policy**:

- a. by sending notice to **You** at **Your** last known address or via **Your** insurance adviser by recorded delivery to your last known business address and such cancellation shall become effective at midnight 30 days after **We** issue the notice of cancellation;
- b. for non-payment of premium. Cancellation shall become effective from the date the premium was due.

In the event of cancellation any return premium shall be calculated on a pro rata basis or as otherwise agreed by **Us**.

If **we** have agreed that you can pay **us** the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to you in writing. However, **We** will not refund any minimum and deposit premium.

Notwithstanding the above the full premium shall become payable to **Us** in the event of a loss which gives rise to a valid claim under this insurance prior to the date of cancellation.

Non Contribution

If at the time of a loss covered by this **Policy** **You** have any other **Policy** whether effected by **You** or not which covers the same loss **We** will not be liable to make any payment except so far as concerns any **Excess** beyond the amount that would have been payable under the other **Policy**.

Law and Jurisdiction

This **Policy** shall be governed by the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland, unless endorsed otherwise

General Exclusions

The following applies to Sections 1 – 3:

Nuclear radioactive contamination

We will not indemnify **You** for any liability, loss, costs or expenses arising directly or indirectly from, involving in any way or consisting of any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof other than arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively or incidental to ordinary industrial, educational or medical research any action taken in controlling, preventing, suppressing or in any way relating to the above.

War Civil War Exclusion

Notwithstanding anything to the contrary contained herein this **Policy** does not cover Loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to **Property** by or under the order of any government or public or local authority

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any **Endorsement** thereto, it is agreed that this insurance excludes liability for loss, injury, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This also excludes loss, injury, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, injury, **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect

Pollution and Contamination Exclusion

This Insurance does not cover:

- a. **Personal injury** or **Bodily Injury** or loss of, **Damage** to, or loss of use of **Property** directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical **Damage** to or destruction of tangible **Property**, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**.
- b. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- c. Fines, penalties, punitive or exemplary Damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

Contractual liability

Liability assumed under any contract or agreement either in respect of:

- a. **Personal injury or property damage** arising from or caused by **products**;
or
- b. Property damage to contract or temporary works executed by **you**

unless such liability would have attached in the absence of such contract or agreement.

Fines and Penalties

Liquidated damages, non-compensatory damages, punitive or exemplary damages, restitutionary damages, civil or criminal fines or penalties, any liability on **your** part to pay or contribute towards the costs of a prosecuting agency or any other matters or amounts that are deemed uninsurable under law.

Liability assumed under agreement

Your assumption of a liability of or to a third party whether under any contract or agreement, including but not limited to a warranty (except a warranty of authority), indemnity, agreement or guarantee

Section 1 – Employers Liability

Definitions

Bodily Injury

Bodily or mental injury, disease or death.

Defence Costs

Incurred costs, with **Our** prior consent, to investigate, defend or settle a claim against **You**.

Employee

Any person working for **You** under contract in connection with **Your Business** including anyone;

- a. hired to or borrowed by **You**;
- b. self-employed and working on a labour only basis under **Your** control or supervision;
- c. engaged by labour only sub contractors;
- d. a labour master or a person supplied by him;
- e. engaged under a work experience or training scheme;
- f. a voluntary helper.

Deliberate Act

Any action caused by or arising from any deliberate act or omission by or on behalf of any **Employee** claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission.

What Is Covered

Claims Against You

If an **Employee** brings a claim against **You** for **Bodily Injury** caused to them during the **Period of Insurance** and arising out of their work for **You**. **We** will indemnify **You** against the sums **You** have to pay as compensation.

Included within the Limit of Indemnity **We** will also pay **Defence Costs** but **We** will not pay costs for any part of a claim not covered by this section or that fall outside of the **Geographical Limits** unless outside the territories temporarily in connection with their work for **You**.

In addition **We** will also cover the following:

Criminal Proceedings

If any regulatory, governmental or administrative body brings any criminal action against **You** during the **Period of Insurance** for any breach of statute or regulation duty directly relating to any actual or potential claim under this section, **We** will pay the costs incurred to defend such action against **You**.

Our prior written consent to accept the claim must be received.

We will pay up to **€1,000,000** for the costs to defend criminal proceedings. This applies to all actions brought against **You** during the **Period of insurance**.

Court Attendance Compensation

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

We will pay **You** the following compensation for each day, or part day

- a. **You** or **Your** partner or director €500
- b. Any other **Employee** €250

DUAL Europe GmbH is part of DUAL International Limited, is authorised in Germany as insurance agent by the Chamber of Industry and Commerce in Cologne under registration number D-W3LU-WJ712-68 and subject to limited regulation by the Financial Conduct Authority in the United Kingdom in respect of general insurance business. Registered Office address: Schanzenstrasse 36, Building 197, 51063 Cologne, Germany, registered in the commercial register of the Local Court of Cologne under company registration number HRB 84428, Managing Director: Annett Marschollek; UK Branch Office address: One Creechurch Place, London EC3A 5AF.

The most **We** will pay for the total of all court attendance compensation is €10,000.

Unsatisfied Court Judgements

If any **Employee** obtains a judgment for damages following **Bodily Injury** against **You** and that judgment remains unpaid for more than 6 months **We** will pay to the **Employee** at **Your** request the **Amount** of any unpaid damages and awarded costs provided that;

- a. the **Bodily Injury** is caused during the **Period of Insurance** and arises out of and in the course of his or her employment in **Your** business;
 - i) **We** would have covered **Your** liability if **You** had caused the **Bodily Injury**;
 - ii) there is no appeal outstanding;
 - iii) the **Employee** assigns his or her judgment to **Us**.

What Is Not Covered

No payment will be made for any claim or loss directly or indirectly due to;

- a. **Deliberate Acts** - No payment will be made for any claim or loss directly or indirectly due to any **Deliberate Act**
- b. A Road Traffic Accident where insurance should be in place for that vehicle and is required under legislation or where **You** are entitled to indemnity from another source.

How Much We Will Pay

We will pay up to the indemnity limit shown in the **Policy Schedule**, unless limited elsewhere, for all claims. **Defence Costs** are included within the indemnity limit.

Your Obligations

No payment under this section will be made:

- a. Unless **You** notify **Us** promptly of any claim or incident that may give rise to a claim against **You**. For claims or incidents arising out of **bodily injury**, **You** must notify **Us** as soon as possible. At **Our** request, **You** must confirm the facts in writing within 30 days with all available information.
- b. Unless **We** are notified as soon as practical of any threatened criminal action by any government, administrative or regulatory body.
- c. If any admission of liability is made unless **You** have **Our** prior written consent.

We have the right 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 a loss adjuster, solicitor or any other appropriate person to deal with the claim. 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.

This insurance satisfies the provisions of any law enacted in the **Geographical Limits** relating to the compulsory insurance of liabilities to employees. **You** will repay any sums paid by **Us** which **We** would not have been obliged to pay but for the provisions of such law.

Section 2 – Public & Products Liability

Definitions

Bodily Injury

Bodily or mental injury, disease or death unconnected directly or indirectly in any way with any error or omission in the provision of a **Professional Advice or Service**

Defence Costs

Incurred costs, with **Our** prior consent, to investigate, defend or settle a claim against **You** and can include representation at a coroners inquest following a death of any service user at **Your** business.

Denial of access

Interference, nuisance or trespass with any easement, right of air, light, water or way.

Professional Advice or Service

Advocacy, Assessments, Consultancy Work, Counselling, Design and Implementation of Care Programmes, Teaching and Training, Remedial Treatment

Malpractice

Bodily injury, mental injury, illness, disease or death, of any service user caused by any negligent act, error or omission in the provision of a **Professional Advice or Service**;

- a. in the performance of a **Business** activity or;
- b. in the course of a **Samaritan act**.

Abuse

Any action that intentionally harms or injures another person.

Deliberate Act

Any action caused by or arising from any **deliberate act** or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

Products

Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **You**.

Pollution

Any **Pollution** or contamination, including noise, electromagnetic fields, radiation and radio waves.

Property Damage

Physical loss, injury or destruction of property.

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; invasion of any rights of privacy.

Tool of Trade

Plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

Samaritan Act

Treatment administered by **You** at the scene of a medical emergency, accident or disaster which **You** are present either by chance or in response to a S.O.S. call following a disaster.

What Is Covered

Cover against **Your** legal liability to pay damages occurring during the **Period of Insurance** arising from;

- a. **Bodily Injury** or **Property Damage**;
- b. **Personal Injury** or **Denial of access**.

happening in the course of your **Business or Business Activity**.

We will also pay **Defence Costs** but **We** will not pay costs for any claim not covered by this section.

In addition **We** will also cover the following:

Indemnity To Principals

If, as a result of **Your Business Activities** any party brings a claim which falls within the scope of this section and subsequently claims against **You** or against **Your** principal and **You** are liable for that claim, **We** will treat such claim as if made against **You** and make the same payment to the principal that **We** would have made to **You**, provided that the party to be indemnified;

- a. has not, in **Our** 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 this section;
- c. has not admitted liability or prejudiced the defence of the claim before **We** are notified of it;
- d. gives **Us** the information and co-operation **We** reasonably require for dealing with the claim.

Personal Liability

Indemnity will be provided for **You**, any of **Your** directors, partners or any employee or spouse of such person and any of **Your** service users or their employees against legal liability as a result of **Bodily Injury**, **Property Damage** or **Personal injury** incurred in a personal capacity within the **Geographical Limits** and in the course of your **Business or Business Activity** other than;

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

Overseas Personal Liability

Indemnity will be provided for **You**, any of **Your** directors, partners or any employee or spouse of such person and any of **Your** service users or their employees, against legal liability as a result of **Bodily Injury**, **Property Damage** or **Personal Injury** incurred in a personal capacity whilst temporarily outside the **Geographical Limits** other than;

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

Cross Liabilities

If more than one insured name is contained on the **Policy Schedule**, **We** will deal with any claim as though a separate **Policy** had been issued to each, provided that **Our** liability, in the aggregate shall not exceed the limit of indemnity shown in the **Policy Schedule**.

Motor Contingent Liability

If, any party brings a claim against **You** for **Bodily Injury** and / or **Property Damage** occurring during the **Period of Insurance** and arising from any mechanically propelled vehicle or any trailer attached, being used in connection with **Your Business** and within the **Geographical Limits**, **We** will indemnify **You** against the sums **You** have to pay as compensation.

We will not make any payment under this clause for any claim;

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is;
 - i) owned by **You** or;
 - ii) loaned, leased, hired or rented to **You** or;
 - iii) provided by **You**;
- b. for **Property Damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **You** or any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

Criminal Proceedings Costs

If any regulatory, governmental or administrative body brings any criminal action against **You** during the **Period of Insurance** for any breach of statute or regulation duty directly relating to any actual or potential claim under this section, **We** will pay the costs incurred to defend such action against **You**. Our prior written consent to accept the claim must be received.

Defective Premises Act

We will indemnify **You** against **Your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 in connection with premises disposed of by **You** but **We** will not make any payment for;

- a. any liability where **You** are entitled to indemnity under any other insurance;
- b. any claim for the cost of remedying any defect or alleged defect which if not remedied may result in liability to which the indemnity expressed in this section applies.

Court attendance compensation

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

We will pay **You** the following compensation for each day, or part day

- a. **You** or **Your** partner or director €250
- b. Any other employee €100

The most **We** will pay for the total of all court attendance compensation is €10,000.

What Is Not Covered

No payment will be made for any claim or loss directly or indirectly due to;

- a. Any **Deliberate Act** or **Abuse**.
- b. **Bodily Injury** to any employed person arising out of, or in connection with their employment with **You**.
- c. **Malpractice**.

In addition **We** will not cover the following:

Aerial Devices or Watercraft

The possession, ownership, 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. This does not apply to;

- a. any tool of trade;
- b. the loading or unloading of any vehicle off the highway
- c. any claim covered under Motor contingent liability as detailed under this Section.

Professional Advice Or Service

Any error or omission in the offering of **Professional Advice** or **Service**.

Computer Virus

Transmission of a **Computer Virus**.

Asbestos Risks

Any loss, demand, defence, claim or suit arising out of or related in any way whether directly or indirectly to asbestos or materials containing asbestos howsoever occurring.

Property Owned Or Held In Trust

Loss or **Damage** to **Property** owned by **You** or held in trust by **You**. 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 insurable under **Property** insurance policies and for which **You** would not be liable other than by the lease or other agreement.

Products

- a. The costs of repairing, reconditioning, replacing or the recall of any product or any of its parts.
- b. Any of **Your** products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
- c. Any of **Your** 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, blueprints, engineering or other data, advice and services and labour relating to such craft or **Your** products.

How Much We Will Pay

We will pay up to the limit of indemnity as detailed in the **Policy Schedule**, for any actual or threatened claim unless detailed elsewhere in this **Policy**. **Defence Costs** will be paid in addition to the indemnity limit.

Your Obligations

No payment under this section will be made:

- a. Unless **You** notify **Us** promptly of any claim or incident that may give rise to a claim against **You**. For claims or incidents arising out of **Bodily Injury**, **You** must notify **Us** immediately. At **Our** request, **You** must confirm the facts in writing within 30 days with as much information as available.
- b. Unless **We** are notified as soon as practical **Your** discovery that **Products** are defective or any threatened criminal action by any government, administrative or regulatory body.
- c. If any admission of liability is made unless **You** have **Our** prior written consent.

Correcting problems

- a. **We** will not make any payment for **Products** claims if **You** fail to take reasonable steps to remedy or rectify, at **Your** expense, any defect or failure in the goods or services **You** have supplied to a resident, client, customer or distributor.
- b. **We** have the right to take control of and conduct, in **Your** name, the investigation, settlement or defence of any claim.
- c. If **We** think it necessary **We** will appoint a loss adjuster, solicitor or any other appropriate person to deal with the claim.
- d. 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.

Section 3 –Malpractice & Professional Indemnity

Definitions

Deliberate Act

Liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission.

Bodily Injury

Bodily or mental injury, disease or death unconnected directly or indirectly in any way with any error or omission in the provision of professional services.

Abuse

Any action that intentionally harms or injures another person.

Samaritan Act

Treatment administered by **You** at the scene of a medical emergency, accident or disaster which **You** are present either by chance or in response to a S.O.S. call following a disaster.

Professional Advice or Services

Advocacy, Assessments, Consultancy Work, Counselling, Design and Implementation of Care Programmes, Teaching and Training, Remedial Treatment.

Healthcare Professional

You acting in your professional capacity as a doctor, surgeon, physician, midwife, prescribing nurse (except when acting in a nursing capacity only), dentist, or anesthetist.

Malpractice

Bodily injury, mental injury, illness, disease or death of any service user caused by any negligent act, error or omission, excluding any **deliberate act** committed by **You** in the provision of a **Professional Advice or Service**;

- a. in the performance of a **Business Activity** or;
- b. in the course of a **Samaritan act**

Defence Costs

Incurred costs, with **Our** prior consent, to investigate, defend or settle a claim against **You** and can include representation at a coroners inquest following a death of any service user at **Your** business.

Employee

Any person working for **You** under contract in connection with **Your Business** including anyone;

- a. hired to or borrowed by **You**;
- b. self-employed and working on a labour only basis under **Your** control or supervision;
- c. engaged by labour only sub-contractors;
- d. a labour master or a person supplied by him;
- e. engaged under a work experience or training scheme;
- f. a voluntary helper.

What Is Covered

Cover against sums **You** have to pay as compensation occurring during the period of insurance, arising from;

- a. Negligence or breach of duty of care,
- b. **Malpractice**;
- c. Defamation;
- d. Dishonesty of **Your** individual directors, partners, **Employees** or any one directly contracted to **You** and under **Your** supervision;
- e. Infringement of intellectual property rights.

Included within the indemnity limit **We** will also pay **Defence Costs** but **We** will not pay costs for any claim not covered by this section.

What Is Not Covered

No payment will be made for any claim or loss directly or indirectly due to;

- a. **Healthcare professional**, unless they;
 - i) are a current member of their recognised UK governing professional body or association or equivalent; and
 - ii) have in place their own insurance against their professional errors, omissions, negligence or malpractice.
- b. **Your** breach of any taxation, restraint of trade, anti-trust legislation or regulation & competition.
- c. **Your** liability under any contract which is greater than the liability **You** would have at law without the contract, unless prior **Our** written consent has been received.
- d. Activities carried out in the name of a consortium, profit-share or joint venture, of which **You** are party, unless **Our** prior written consent has been received.
- e. Any work of supplied personnel by **You** to a client, unless **You** have breached a duty of care in supplying them.
- f. **Your** administration or operation of any pension, employee benefit scheme, trust fund or the sale of purchase of any stocks, shares or security.
- g. Transmission of any **Computer Virus**.
- h. Dishonest, **Deliberate Act** or reckless acts;
 - i) Any act, breach, omission or infringement **You** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
 - ii) **Abuse**.
 - iii) Any statement **You** knew, or reasonably should have known, where it is found to be defamatory at the time.
 - iv) Performing any **Business Activity** whilst under the influence of drink or drugs.
- i. Matters insurable elsewhere
- j. The loss, Damage or destruction of any tangible property.
- k. **Your** supply, manufacture, sale, installation or maintenance of any product.
- l. Any kind of discrimination, harassment or unfair treatment to anyone in **Your** employment.
- m. 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 information concerning **You** or **Your** **Business** contained in **Your** accounts, reports or financial statements.
- n. The ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.

In addition **We** will not cover the following:

Pre-existing Problems

Any known incidents or known losses happening prior to **Us** agreeing to insure **You**.

Asbestos Risks

Any loss, demand, defence, claim or suit arising out of or related in any way whether directly or indirectly to asbestos or materials containing asbestos howsoever occurring.

Consequential Loss

- a. **Your** lost profit, mark-up or liability for VAT or its equivalent.
- b. Any trading loss or trading liability including those arising from the loss of any client, account or business.

Claims Outside The Applicable Courts Or Geographical Limits

Any claim, including arbitration, brought outside the countries set out is defined 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.

Restricted Recovery Rights

Any **Amount** or part of a claim that is restricted by any contract, unless agreed otherwise. 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.

How Much We Will Pay

We will pay up to the limit of indemnity as detailed in the **Policy Schedule**, for any actual or threatened claim unless detailed elsewhere in this **Policy**. **Defence Costs** are included within the indemnity limit.

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**.

Your Obligations

We will not make any payment under this section;

- a. Unless **You** notify **Us** of a claim promptly within the period of insurance, or within 14 days after the **Policy** expires.
- b. Maintain & retain accurate descriptive records of all professional services, equipment and set procedures which shall be available for inspection.

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.