



# Insurance Policy

## Including Commercial Legal Expenses

**This document is important. It sets out the terms of your insurance.  
You should read it in conjunction with your Certificate of Insurance.**

### **Business Equipment**

This section of the policy is optional.  
If you have this insurance it will be stated on your Certificate of Insurance.

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### **Claims**

All claims should, in the first instance, be notified to Holistic Insurance Services,  
181A Watling Street West • Towcester • NN12 6BX.

**Telephone:** 0845 2222 236

**Fax:** 0845 2222 237

**Email:** [info@holisticinsurance.co.uk](mailto:info@holisticinsurance.co.uk)

**MEDICAL PROFESSIONAL LIABILITY INSURANCE  
THIS IS A LOSSES OCCURRING/AGGREGATE POLICY  
ON A COSTS INCLUSIVE BASIS**

WHEREAS the Insured, as defined herein, has made to Insurers a written proposal bearing the date stated in Item 7 of the Certificate of Insurance (the Certificate), containing particulars and statements which are hereby agreed to be the basis of this insurance and to be considered as incorporated herein, and the premium being received by Insurers as identified in Item 5 of the Certificate.

WE THE INSURERS, to the extent and in the manner hereinafter provided, HEREBY AGREE to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages arising out of:

**Insuring Clauses**

- a) Malpractice & Professional Liability**  
Any Loss occurring during the Period of Insurance for any negligent act, negligent error or negligent omission committed by the Insured or by any employee of the Insured or by any person or organisation acting on behalf of the Insured when so acting, in the course of services or contractual obligations undertaken by the Insured to a patient/client or patients/clients in or about the conduct of the Insured's profession or as stated in the proposal form, or Good Samaritan Acts.
- b) Public Liability**  
Any Loss occurring during the Period of Insurance for any accidental Bodily Injury to any person, or loss of or damage to tangible property of any person in connection with the Insured's profession as stated in the proposal form including the provision of food and drink.
- c) Products Liability**  
Any Loss occurring during the Period of Insurance for any accidental Bodily Injury or loss of or damage to tangible property arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured in connection with the Insured's profession.

Insurers will also pay all defence costs and expenses (including claims handling) incurred with their consent, such consent not being unreasonably withheld in connection with any claim which falls within this Policy. Provided that Insurers' total aggregate liability under this insurance for all damages including costs and expenses shall not exceed the Limit of Indemnity stated in the Certificate in any one Period of Insurance.

Insurers shall not be obligated to pay any further contribution to any claim which falls within this Policy after the Limit of Indemnity has been exhausted by previous payments, and that in such a case, Insurers shall have the right to withdraw from the further defence thereof by tendering control of said defence to the Insured.

**PROVIDED ALWAYS THAT**

- a) The Insured has acted in accordance with Condition 2.
- b) For the purpose of determining the Limit of Indemnity and excess applicable, any claim which is based upon combined allegations of Malpractice, Professional Liability, Public Liability or Products Liability, or separate allegations arising out of the same circumstances, shall be dealt with as though it were one claim and limited to the amount of indemnity granted for Insuring Clause A, Malpractice and Professional Liability as defined in the Certificate.

**LIMIT OF INDEMNITY AND EXCESS**

Insurers shall only be liable under this Policy to the extent that such liability exceeds the excess. A separate excess shall apply to each and every claim and each and every claimant. Insurers total liability

to pay damages and/or claimants' costs, fees and expenses shall not exceed the sum stated in the Certificate against each Insuring Clause in respect of any one Occurrence or series of Occurrences arising from one originating cause but under Insuring Clause C the limit applies to the total amount of damages and/or claimants' costs, fees and expenses payable in respect of all losses occurring during the Period of Insurance. Insurer's maximum overall liability in respect of Insuring Clauses A, B and C shall not exceed the sum stated in the Certificate.

**DEFINITIONS**

- (i) The expression 'the Insured' shall be deemed to mean:
- a) t he individual, partnership, corporation, institution or such other entity which has legal capacity named in the Certificate.
- b) any person who is, has been or may become during the period specified in the Certificate, a principal, partner, director or a member of any ethics, social, sports, welfare or fundraising committee, employee, or undergoing training under any government approved training scheme under the Insured's control, or volunteer of the Insured named in the Certificate but only in respect of claims arising from work undertaken on behalf of the Insured.
- c) the personal representatives of the estate of any person who would otherwise be indemnified under this Policy.
- (ii) 'Insured's profession' shall mean business, profession or services described under item 8 of the Certificate of Insurance.
- (iii) 'Period of insurance' shall mean the period of insurance stated in item 6 of the Certificate of Insurance and any subsequent period that the Insured pays and the Insurer accepts the premium.
- (iv) The expression 'Good Samaritan Act' shall mean treatment administered at the scene of a medical emergency, accident or disaster by the Insured who is present either by chance, or in response to an S.O.S. call following a disaster.
- (v) 'Occurrence' shall mean an event, incident or accident which may give rise to a claim under this Policy and includes continuous or repeated exposure to substantially the same general conditions which results in injury or damage neither expected nor intended by the Insured.
- (vi) In respect of General Policy Memorandum 13 the expression 'Documents' means deeds, wills, agreements, maps, plans, records (other than computer data), books, letters, certificates, forms and documents of any nature whatsoever, whether written or printed (other than bearer bonds, coupons, banknotes, currency notes and negotiable instruments).
- (vii) Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders.
- (viii) The Insurer is Novae Underwriting Limited underwriting for certain underwriters at Lloyd's.
- (ix) 'Loss' means an event which gives rise to a claim or potential claim.
- (x) 'Bodily Injury' means mental injury, illness, disease, death, wrongful arrest or false imprisonment.

## SEVERAL LIABILITY CLAUSE

The subscribing Insurers under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurers who for any reason do not satisfy all or part of its obligations.

## INSTRUMENT WARRANTY

Without prejudice to the generality of the foregoing:

- a) hypodermic needles shall be used once only;
- b) any other instrument having need to be in contact with or penetrate tissue shall be either:
- (i) used once only or
- (ii) sterilised using one of the following disinfection process options:

Instrument boiler	100°C 5 -10 minutes
Sub Atmospheric steam	73°C 10 minutes
Washer disinfectant	65°C 5 -10 minutes
	70-71°C 3 minutes
	80°C 1 minute
	90°C 1 second

- c) Any surface which has received spillage of human or animal body fluid or has been contacted by human or animal tissue shall be disinfected by the use of one of the following:
- Formaldehyde  
2% Glutaraldehyde  
70% Alcohol  
Chlorine releasing agents  
Clear soluble phenols

The disinfectant chosen must be effective, compatible with the items processed and, if an irritant substance is used, all traces of the disinfectant must be removed before the instrument is reused.

- d) The Insured shall ensure that all clinical waste is disposed of by an appropriately qualified waste contractor.

## EXCLUSIONS

Insurers shall not be liable for:

- (i) any claim not related to the Insured's profession or related to any treatment not notified to and agreed by Insurers or as subsequently agreed by Insurers.
- (ii) any claim arising from any circumstance or occurrence which has or should have been notified under any insurance incepting prior to this Policy.
- (iii) any claim in respect of which the Insured is entitled to indemnity under any other Insurance except in respect of any excess beyond the amount which would have been payable under such other Insurance had this Policy not been effected.
- (iv) any claim made upon the Insured for work carried out by the Insured for and in the name of any other company or association formed of which the Insured forms part for the purpose of undertaking a Partnership or forming of a Limited Company UNLESS Insurers' agreement has first been obtained and an Endorsement made upon this Policy and such other Terms and Conditions as may be imposed be accepted.
- (v) any claim arising out of a specific liability assumed by the Insured under contract which goes beyond the duty to use such skill and care as is usual in the exercise of the Insured's activities stated in the proposal form UNLESS Insurers' agreement has first been obtained and an Endorsement made upon this Policy and such other Terms and Conditions as may be imposed has been accepted.

- (vi) any claim arising out of the failure of any product (or any part thereof) to fulfill the purpose for which it was designed, or to perform as specified, warranted or guaranteed except as may be covered under Insuring Clause C of this Policy.
- (vii) any claim made against a director or an employee of the Insured, serving in a managerial or executive capacity, which shall be defined as an 'Officer', by any third party arising solely and directly from a breach of any duty as an Officer.
- (viii) any claim by any person for Bodily Injury incurred, contracted or occurring while under a contract of service or apprenticeship with the Insured, or for any breach of any obligation owed by the Insured as an employer to any employee, or any claim in respect of which compensation is available under any Workers' Compensation scheme or plan. However, this Exclusion shall not apply to any claim arising out of any Bodily Injury of an employee which is caused by any negligent act, negligent error or negligent omission of an Insured, where the employee is a patient/client of the Insured.
- (ix) any obligation for which the Insured may be held liable under Workers' Compensation or similar legislation.
- (x) any claim directly or indirectly caused by or contributed to by:
- a) any act in violation of any law or ordinance.
- b) any dishonest, fraudulent or criminal act of the Insured and/or any employee of the Insured.
- c) the performance of professional services whilst under the influence of intoxicants or narcotics.
- (xi) any claim directly or indirectly caused by, or contributed to by, or arising from ionising radiation 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 explosive nuclear assembly or nuclear component thereof.
- (xii) any claim arising from 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.
- (xiii) any claim arising from the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by law, other than claims arising from any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- (xiv) any claim arising from the ownership, possession or use by or on behalf of the Insured of any aircraft, water craft or hovercraft, other than Malpractice and or Professional Liability arising from the emergency transportation of any patient/client accompanied by the Insured.
- (xv) any claim arising from damage to property owned, Leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody, or control except clothing or personal effects, or as may be covered under General Policy Memorandum 5.

- (xvi) any claim arising from:
  - a) personal injury or Bodily Injury or loss of or damage to, or loss of the use of property directly or indirectly caused by seepage, subsidence, pollution or contamination.
  - b) the cost of removing, nullifying or cleaning up seeping polluting or contaminated substances.
- (xvii) any fines or penalties.
- (xviii) the excesses stated in Item 4 of the Certificate.
- (xix) any claim or liability arising from Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the Mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind however it may be named.
- (xx) any claim or loss arising from any of the following:
  - a) the failure of any programme, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended.
  - b) the failure of any plant and/or machinery, including without prejudice to the generality of the foregoing any computer, data processing equipment or media, microchip, integrated circuit, or similar device, or any software, whether the property of the Insured or of any third party, correctly to recognise any date;
  - c) the transmission or receipt of any virus, programme or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
  - d) business conducted and/or transacted via the Internet, Intranet, Extranet and or via the Insured's own website, Internet site, Web-address and or via the transmission or electronic mail or documents by electronic means. The exclusion shall not apply if the Insured can prove, to the reasonable satisfaction of the Insurer, that the liability to the Insured would have attached in the absence of the fact that the business was conducted and/or transacted via the Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.
- (xxi) liability in respect of any action for damages brought against the Insured in a Court of Law outside the United Kingdom, Northern Ireland, The Irish Republic, Channel Islands and Isle of Man unless specifically agreed with Insurers and the appropriate additional premium paid.
- (xxii) any claim arising from or related to semi permanent and/or permanent makeup and/or hairdressing unless specifically agreed with Insurers and the appropriate additional premium paid.
- (xxiii) any claim arising from or relating to any beauty treatment on a minor. For the purpose of this exclusion 'minor' shall be deemed to be any person under the age of 16 years. However, this exclusion shall not apply to the provision of complementary therapies to a minor aged under 16 subject to the Parent/s or Guardian/s consent being obtained and being present at all times whilst such therapy/ies are being administered.

## CONDITIONS

It is a condition precedent to the right of the Insured to be defended or indemnified under this Insurance that:

1.
  - a) the statements and particulars contained in the proposal attached hereto are true; and
  - b) during the period of this Insurance the Insured shall give immediate notice in writing of any alteration which materially affects the risk; and
2. The Insured shall give immediate notice in writing of:
  - a) any loss occurring pursuant to Insuring Clauses A, B, and C or
  - b) any conduct or circumstance which is likely to give rise to a claim for Malpractice, Professional Liability, Public Liability or Products Liability being made against the Insured; to the person named in Item 11 of the Certificate.
3. Where the Insured on completing the proposal form has declared the fact that they are a student it is a condition of this insurance that they are restricted to performing practice treatments or case work only. Furthermore students must not offer treatments outside of their capabilities which at all times be governed by the phase reached in their training programme and their tutor's assessment.
4. The Insured shall 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 Insurers or their duly appointed representatives insofar as they pertain to any claim hereunder; and
  - b) retain the records referred to in 4(a) above for a period of at least five (5) years from the date of treatment and, in the case of a minor, for a period of at least five (5) years after that minor would attain majority; and
  - c) give to the Insurers or their duly appointed representatives such information, assistance, signed statements or depositions as Insurers may require; and
  - d) assist in the defence of any claim without charge to the Insurers.
5. The Insured shall ensure that all food handlers are required to notify their managers of any abdominal pain, vomiting, diarrhoea or septic skin lesions which could indicate the presence of typhoid paratyphoid or any other salmonella or amoebic, or bacillary dysentery or any other staphylococcal infection.
6. The Insured shall not disclose to any person the terms of this Policy. Furthermore no liability shall be admitted, no arrangement, offer, promise or payment, cost or expense shall be made by the Insured without the written consent of the Insurers. Insurers shall be entitled to take control of the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings on the settlement of any claim; the Insurers will not settle any claims without the consent of the Insured. However, if the Insured refuses to consent to any settlement recommended by the Insurers or their legal representatives and elects to contest or continue any legal proceedings then the liability of the Insurers shall not exceed the amount for which the claim could have been so settled plus the costs

and expenses incurred with their consent up to the date of such refusal, and the Insured agrees to indemnify Insurers for the amount of any judgement, award, settlement, costs and expenses which Insurers are found obligated to pay after the date of such refusal.

7. If a payment is made to dispose of a claim, which exceeds the Limit of Indemnity available under this Policy, Insurers liability in respect of the costs and expenses of the Insured shall be for such proportion of the total costs and expenses incurred as the Limit of Indemnity under this Policy bears to the total amount paid to dispose of the claim against the Insured.
8. Insurers may cancel this Insurance by giving fifteen (15) calendar days notice, such notice shall be given in writing and may be served by registered mail, telex or facsimile transmission, or be hand delivered to the address of the Insured as stated in the Certificate. Any notice sent by registered mail shall be deemed to have been served seven (7) calendar days after dispatch and any notice sent by telex or facsimile shall be deemed to have been served at the time of dispatch. If this Insurance is so cancelled the Insurers shall retain only the earned portion of the premium computed from day to day.

### GENERAL POLICY MEMORANDUM

1. The Territorial Limits of this Policy are Worldwide excluding the United States of America or Canada.
2. It is noted and agreed that the insurance provided by this Policy extends to include:
- a) cover for practitioners who are not qualified to mix and blend products but use in the course of treatments, proprietary branded base oils and/or talcum powder and/or creams and/or wipes provided such products are used in accordance with the Manufacturers instructions.
- b) cover for practitioners who are employed under a contract which requires them to carry their own insurance. However any such insurance excludes claims made by the employer against the person named in the Certificate attaching hereto unless a third party has instigated proceedings against the employer.
- 3. Cross Liability Clause**  
If more than one person is included as the Insured the Insurers will provide indemnity to each person in the same manner and to the same extent as if a separate Policy had been issued to each of them.
- This Clause shall not increase the liability of the Insurers to pay any amount exceeding the Limit of Indemnity specified in the Certificate.
4. **Indemnity to Other Persons**  
The Insurers will indemnify the following:
- a) any principal for whom the Insured is carrying out work in connection with the Insured's profession but only to the extent required by any contract or agreement entered into by the Insured.
- b) in the event of the death of the Insured the personal representative(s) of the Insured.
- c) at the request of the Insured any director, partner or employee provided that the indemnity granted shall only apply in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured.

The Indemnity granted by paragraph (c) above shall

not apply to liability arising whilst such director, partner or employee is driving any motor vehicle, either not the property of or not provided by the Insured.

- d) at the request of the Insured:
- (i) any officer or member of the Insured's canteens, clubs, sports, social or welfare organisations and first aid, fire, security and ambulance services in respect of liability arising out of such activities.
- (ii) any director, partner or senior official in respect of liability arising from private work carried out for such director, partner or senior official by an employee with the consent of the Insured.

- This memorandum shall not apply unless:
- a) the conduct and control of claims is vested in the Insurers.
- b) each person specified above shall observe and be subject to the Terms, Exclusions, Conditions and Endorsements of this Policy as though they were the Insured. The liability of the Insurers to the Insured and all parties indemnified under this memorandum shall not exceed in the aggregate the Limit of Indemnity specified in the Certificate.

5. **Damage to Leased, Hired or Rented Premises**  
Notwithstanding anything contained herein and subject to the Terms, Exclusions, Conditions and Endorsements of this Policy the Insurers will indemnify the Insured against legal liability for loss of or damage to premises (including fixtures and fittings) leased, rented or hired to the Insured.

Provided that the indemnity shall not apply in respect of:

- a) any liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement.
- b) the first £100 (or € equivalent) of loss of or damage to the premises caused other than by fire or explosion.

6. **Health and Safety at Work Etc. Act 1974\* Defence Costs**

The Insurers will in addition to the indemnity granted by this Policy pay the legal costs and other expenses incurred with the Insurers' written consent in:

- a) the defence of any criminal proceedings, or
- b) an appeal against conviction brought against the Insured or any director, partner or employee in respect of a breach of the Health and Safety at Work Etc. Act 1974\* or the Health and Safety at Work (Northern Ireland) Order 1978\*.

Provided that:

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in connection with the Insured's profession.
- b) the liability of Insurers in any one Period of Insurance shall not exceed £10,000 (or € equivalent) in respect of the Insured or each director, partner or employee of the Insured prosecuted.
- c) the indemnity granted does not:
- (i) provide for the payment of fines or penalties.
- (ii) apply to prosecutions which arise out

of any activity or risk excluded by this Policy or any deliberate act or omission by the Insured or any director or partner of the Insured.

(iii) apply if the Insured is entitled to indemnity from any other source.

d) the Insured, director, partner or employee shall be subject to the Terms, Exclusions, Conditions and Endorsements of this Policy.

#### 7. **Part II of the Consumer Protection Act 1987\***

The indemnity granted by this Policy shall apply to any legal liability incurred by the Insured by virtue of Part II of the Consumer Protection Act 1987.

#### 8. **Defective Premises Act 1972\***

The Indemnity granted by this Policy shall apply to any legal liability incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or similar legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man in respect of any premises which have been disposed of by the Insured in connection with the Insured's profession.

Provided that the Insurers shall not be liable:

a) for the cost of remedying any defect or alleged defect in the premises.

b) if the Insured is entitled to indemnity from any other source.

c) for any liability assumed by the Insured under contract or agreement which would not have attached in the absence of such contract or agreement .

#### 9. **Premises Risks**

The indemnity granted by this Policy shall pay all sums which the Insured may be legally liable to pay to Third Parties in respect of claims made for Bodily Injury or damage to property caused by defects in that part of the building or outbuilding of the premises used by the Insured for the purpose of their profession or by breakage or collapse of television and radio reception aerials, aerial fittings or any masts or by signs.

#### 10. **Libel and Slander and/or Breach of Confidentiality**

This Policy is extended to indemnify the Insured for sums which the Insured shall become legally liable to pay in respect of claims made upon them in direct consequence of any Libel and Slander uttered by the Insured or Breach of Confidentiality in their professional capacity as stated in the proposal form.

#### 11. **Loss of Documents**

Any reasonable cost or expense incurred by the Insured (and to which the Insurer has consented) in replacing or restoring Documents whether owned by or the responsibility of the Insured in the conduct of the Insured's Business which are discovered lost or damaged and notified to the Insured during the Period of Insurance. The maximum liability under this Insurance in respect of this memorandum shall not exceed £50,000 (or € equivalent) in any Period of Insurance.

#### 12. **Teaching/Tuition**

This Policy is extended to indemnify the Insured for legal liability incurred in respect of teaching, provided as an individual tutor. Excluding any liability arising from the management and control of a Training Establishment, Clinic or College unless specifically agreed with Insurers and the appropriate premium paid.

#### 13. **Selling on Extension**

Insuring Clause C, Products Liability, extends to include selling on of products by the Insured not in connection with any treatment or consultation provided, subject to the products appertaining to the therapies covered by this Policy and the turnover relating to such products not exceeding £15,000 (or € equivalent) in any one Period of Insurance. This memorandum excludes products appertaining to any therapy where the Insured is a student.

#### 14. **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this contract has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 15. **Terrorism Exclusion Endorsement (NMA2920 08/10/2001)**

Notwithstanding any provision to the contrary within this Insurance or any Endorsement thereto it is agreed that this Insurance excludes loss, 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.

For the purpose of this Endorsement 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), purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Endorsement also excludes loss, 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 the Insurers allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

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

#### 16. **Asbestos Exclusion**

The Insurers will not indemnify the Insured for liability arising directly or indirectly from:

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.

#### 17. **Medical Practitioners**

The indemnity provided by this Policy will not include any medical or dental practitioner whilst working in a professional capacity other than as described in the Certificate attached to this policy.

**18. Jury Attendance Expenses**

Compensation shall be provided to the Insured when required to appear in court for Jury Service or Witness attendance including Coroners' Inquests and Enquiries up to £35 (or € equivalent) per day, subject to an overall maximum limit of £350 (or € equivalent).

**19. Retro Cover**

Cover hereunder extends to include any claim or circumstance arising out of the Insured's profession during any previous Period of Insurance insured on a claims made basis, such cover to be subject to the Terms, Exclusions, Conditions and Endorsements of this Policy.

**20. Loss of Reputation**

In the event that the insured has innocently suffered loss of reputation to the business insured hereunder as a result of a Claim made against the Insured under Insuring Clauses (a) Malpractice & Professional Liability, (b) Public Liability or (c) Products Liability which has been successfully defended by Insurers and all allegations have been dismissed, Insurers will pay reasonable costs to appoint public relations professionals up to a maximum of £25,000 (€25,000 for EIRE) any one Claim and in all during the period of insurance.

Subject to the original Claim being accepted by Insurers and subject to there being no breach of any policy terms and/or conditions.

Furthermore, the assessment of reasonable costs and the appointment of public relations professionals shall be at the sole discretion of Insurers.

**\* Not applicable to the Republic of Ireland**

**BUSINESS EQUIPMENT EXTENSION**

**If applicable as stated on the Certificate of Insurance**

IN CONSIDERATION of the Insured named in the Certificate attached hereto having paid to the Insurers the premium set forth in the Certificate, THE INSURERS HEREBY AGREE to provide the insurance described in this Policy for the Period of Insurance shown in the Certificate subject to all the terms and conditions contained herein or endorsed hereon.

Provided that:

- a) the total liability of the Insurers shall not exceed the limits of liability expressed in the said Certificate or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto
- b) this extension shall not be in force unless it has been signed by the Insurers Agent for and on behalf of the Insurers
- c) this extension the Certificate (including any Certificate issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The proposal or any information supplied by the Insured shall be incorporated in and shall be the basis of the contract and is a condition precedent to any indemnity hereunder

If during the Period of Insurance the property insured described in the certificate or any part of such property is lost destroyed or damaged whilst within or in transit between Great Britain Ireland Northern Ireland the Isle of Man or the Channel Islands or Republic of Ireland due to any cause not hereunder excluded the Insurers will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at its option reinstate or replace such property or any part of such property.

**Provided that:**

- 1. the liability of the Insurers shall in no case exceed in respect of each item the sum expressed in the certificate to be insured thereon or in the whole the Total Sum Insured hereby
- 2. if the Insurers elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Insurers all such plans documents books and information s the Insurers may reasonably require The Insurers shall not be bound to reinstate exactly or completely but only as circumstances permit and reasonably sufficient manner and shall not in any case be bound to expend in respect of anyone of the times insured more than the Sum Insured thereon

**Interpretations**

- 1. Business Equipment shall mean any equipment and products used by the Insured as part of their business as a therapist in respect of the therapies listed on the Certificate of Insurance
- 2. Insured's Contribution shall mean the amount of each and every claim borne by the Insured as specified in the certificate ascertained after application of the Underinsurance Condition

**Special Condition**

Underinsurance Condition (Average)  
Unless otherwise stated the Sum Insured by each item of this extension is declared to be separately subject to the Underinsurance Condition namely whenever a Sum Insured is declared to be subject to the Underinsurance Condition if the property covered thereby shall at the commencement of any loss destruction or damage hereby insured against be collectively of greater value than such Sum Insured then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.  
This clause shall not apply if the amount insured is within 85% of the value of the property at the time of the loss.

**Exclusions applying to this extension**

The Insurers shall not be liable for

- 1. loss destruction or damage caused by
  - a) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
  - b) alterations maintenance repairs or any process of cleaning or restoring
  - c) delay confiscation or detention by order of any government or public authority
  - d) counterfeit substitute or foreign coins
  - e) mechanical or electrical breakdown or derangement
- 2. breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of loss or destruction of or damage to such property
- 3. the contents of machines unless such contents are shown in the Certificate
- 4. depreciation contamination consequential loss or consequential damage of any kind or description
- 5. the amount of the Insured's Contribution
- 6. destruction of or damage to electrical plant or apparatus

caused by self ignition but this exclusion shall only apply to that part of the electrical plant or apparatus in which self ignition occurs

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**loss destruction or damage**

- a) directly or indirectly occasioned by or happening through or in consequence of
  - 1) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
  - 2) riot or civil commotion elsewhere than within Great Britain the Channel Islands the Isle of Man or the Republic of Ireland
- b) to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 2) the radiation toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) directly occasioned by pressure waves caused by aircraft and other aerial devices
- d) travelling at sonic or supersonic speeds

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**Terrorism Exclusion applying to this extension**

Wherever the Northern Ireland Exclusion or any existing Terrorism Exclusion/Special Provision -Terrorism appear in this extension they are deleted and the following added loss destruction or damage

- a) in the United Kingdom (not including the Channel Islands and the Isle of Man) other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism except to the extent stated in the Special Provision – Terrorism
- b) in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - 1) civil commotion
  - 2) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to loss destruction or damage by fire or explosion
  - 3) Terrorism
- c) elsewhere than in the United Kingdom occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion

For the purpose of this exclusion Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force of violence

In any action suit or other proceedings where the Insurers alleges that by reason of this exclusion any loss destruction or damage is not covered by this policy (or is

covered only up to a specified limit of liability) the burden of proving that such loss destruction or damage is covered (or is covered beyond that limit of liability) shall be upon the Insured

**Special Provision – Terrorism**

Subject otherwise to the terms definitions exclusions provisions and conditions of the extension this insurance includes loss destruction or damage in the United Kingdom (not including the Channel Islands and the Isle of Man) other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence of Terrorism as defined above.

Provided that the Insurer's liability in respect of all losses arising out of anyone occurrence shall not exceed after the application of all the provisions of the insurance including any Insured's Contribution.

- a) £100,000 or
- b) any limit of liability or sum insured stated in the Certificate whichever is the lower

Any provision in this extension which provides for any sum insured or limit of liability to be automatically reinstated following a loss shall not apply to losses covered under this Special Provision

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**Data recognition exclusion**

Unless loss destruction or damage results from a Specified Peril the Insurers shall not be liable for direct or indirect loss destruction or damage caused by any Failure of a System resulting in loss destruction or damage (whether direct or indirect) to any such System or to any other Property insured

Definitions for the purposes of this exclusion

- a. Failure of a System means the failure or inability of a System (whether or not owned by the Insured)
  - 1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
  - 2) to operate as a result of any command programmed into the System utilising any date (whether a date in th Year 2000 or any other date)
- b. System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- c. Microchip includes integrated circuits and microcontrollers
- d. Specified Peril shall mean to the extent that these are insured by this Policy

fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons storm flood escape of water or oil from any tank apparatus or pipe impact by any road or rail vehicle or animal theft accidental escape of water from any automatic sprinkler installation subsidence ground heave or landslide

Subject otherwise to all the terms Conditions and Exclusions of this Policy

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### General Conditions applying to this extension

- 1 This extension shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this extension relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurers
- 3 The insured at his own expense shall
  - (A) take all reasonable precautions to prevent or diminish loss destruction or damage
  - (B) exercise care in the selection and supervision of employees
- 4 The insurance by this extension shall cease if
  - (a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
  - (b) the Insured's interest ceases otherwise than by death or
  - (c) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increasedat any time after the commencement of this insurance unless the Insurers shall have been notified in writing and has agreed in writing to the continuation of the insurance
- 5 T he Insurers or the Insured may cancel this business equipment extension by giving 30 days notice in writing to the other party at its last known address If the Insurers gives such notice the Insured shall become entitled to a proportionate return of premium if the Insured gives such notice the Insured shall be entitled only to a return premium in accordance with the Insurer's usual short period scale provided that no claim has been made in the t hen current Period of Insurance

### Amendment to Definitions applying to this extension

- 1 Definitions i, iii, vii and viii only apply to this business equipment extension

### Claims Conditions applying to this extension

- 1 If any claim shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this extension or if any loss destruction or damage is occasioned by the wilful act or with the convenience of the Insured all benefit under this extension shall be forfeited
- 2 On the discovery of any event which may give rise to a claim under this extension the Insured shall
  - (a) notify the Insurers Agent in writing forthwith
  - (b) give immediate notice to the police authority in respect of loss destruction or damage caused by malicious persons or by thieves and take all reasonable steps to discover any guilty person and recover the property lost
  - (c) carry out and permit to be carried out any action which may be reasonably practicable to avoid or diminish the loss destruction or damage and to prevent further loss destruction or damage
  - (d) within 30 days after the event or such further time as the Insurers may allow at his own expense deliver to the Insurers
    - (1) full information in writing of the claim
    - (2) details of any other insurance relating to the claim

(3) all such business documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details

(4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it

3 Upon payment of any claim (other than for repair) any property in respect of which payment is made shall belong to the Insurers. The Insured shall give to the Insurers all reasonable assistance in taking possession of such property but shall not be entitled to abandon any property to the Insurers.

4 The Insured shall at the Insurer's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon the Insurers paying for or making good any loss under this extension whether such acts and things shall be or become necessary or required before or after the Insurers indemnifies the Insured.

5 If at the time of the claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Insurer's liability under this extension shall be limited to its rateable proportion of such claim If any such other insurances is subject to any condition of average this extension if not already subject to any condition of average shall be subject to average in like manner If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this extension either in whole or in part or from contributing rateably to the loss destruction or damage the Insurer's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property.

6 If any difference shall arise as to the amount to be paid under this extension (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference under this condition is to be referred to arbitration the making of a decision or an award shall be a condition precedent to any right of action against the Insurers.

### Minimum standard of security

It is a condition precedent to the Insurer's liability that the Insured shall have implemented the following security measures at the business premises.

a) **The final exit door** of the premises be fitted with a mortise deadlock which has five or more levers and/or conforms to BS3621 : 1980 specification for thief resistant locks in conjunction with a matching boxed striking plate.

b) **All other external doors and all internal doors giving access** to any part of the building not occupied by you for the purpose of the business be fitted with either:

- 1) a mortise deadlock which has five or more levers and/or conforms to BS53621: 1980 specification for thief resistant locks in conjunction with a matching boxed striking plate, or
- 2) two key operated security bolts for doors, one fitted approximately 30cms from the top of the door and the

other 30cms from the bottom.

c) **All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs, decks balconies fire escapes canopies or down pipes** are to be fitted with key operated window locks. This requirement does not apply to window skylights which are protected by solid steel bars, grilles, lockable gates, expanded metal or weld mesh.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

d) **Each item of electronic equipment with an individual replacement value of £1,000 or greater shall be:**

Permanently and prominently marked with the owners name or company logo and either the postcode of the premises or a unique reference as part of a current national property registration scheme

#### **Operative endorsements**

1. **Exclusion Of Theft From Unattended Vehicles**

The Insurer shall not be liable for theft or attempt thereof of property insured contained in any vehicle operated by the Insured which is not individually attended by the driver or some other competent person authorised by the Insured unless the vehicle is locked. If the property is stored in the vehicle overnight then the property must be kept within a locked boot or compartment.

2. **Locked Room Warranty**

The Insurer shall not be liable in respect of theft of property insured whilst that property is in a building away from the Insured's own premises unless such property is kept in a room which is attended by a representative of the Insured or the theft involves entry to or exit from the room by forcible or violent means

3. **Reinstatement Condition (Applicable to item no 1)**

It is hereby agreed that in the event of the property insured under this item being destroyed or damaged the basis upon which the amount payable is to be calculated shall be the reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby

For the purposes of the insurance under this extension reinstatement shall mean

The carrying out of the aftermentioned work namely

- a) where property is destroyed its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
- b) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

4. **Automatic Reinstatement After A Loss**

In the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability shall not be reduced by the amount of any loss subject to the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

#### **Special Provisions**

- 1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the

company not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the policy if this extension had not been incorporated therein shall be made.

- 2. When any property insured under this extension is damaged or destroyed in part only the liability of the company shall not exceed the sum representing the cost which the company could have seen called upon to pay for reinstatement if such property had been wholly destroyed.
- 3. No payment beyond the amount which would have been payable under the policy if this extension had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- 4. Each item insured under this extension is declared to be separately subject to the following underinsurance condition namely.

If at the time of reinstatement the sum representing eighty five percent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any loss or damage hereby insured against then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

- 5. No payment beyond the amount which would have been payable under the policy if this extension had not been incorporated therein shall be made if at the time of loss or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.

Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the policy if this extension had not been incorporated therein the rights and liabilities of the company and the Insured in respect of the loss or damage shall be subject to the terms and conditions of the policy including any underinsurance condition therein as if this extension had not been incorporated therein.

#### **LEGAL PROTECTION POLICY WORDING**

This is a 'claims made' insurance. This insurance only covers Claims notified to the Coverholder during the Period of Insurance.

The Insured has submitted a written proposal and declaration or renewal declaration to the Insurer it is agreed this shall form the basis for the issue of this Policy.

The Insurer agrees in consideration of the premium to indemnify the Insured to the extent and in the manner provided within this Policy in connection with activities within the scope and extent of the Business Description of the Insured. Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **DEFINITIONS**

##### **Acts of Parliament**

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits. All Claims consequent upon the same original cause, event or circumstance.

##### **Appointed Representative**

A consultant, solicitor, barrister or other appropriately qualified

person appointed to act for the Insured in accordance with the terms of this Policy.

#### **Business Description**

A complementary and/or alternative and/or beauty therapist.

#### **Claim**

A claim under this Policy for Legal Expenses Professional Expenses

Co-Insurance

The amount specified in the Certificate the Insured must bear in respect of Any One Claim for the Insured's own account expressed as a percentage of Legal Expenses and or Professional Expenses and or Awards of Compensation incurred

#### **Any One Claim**

All Claims consequent upon the same original cause, event or circumstance.

#### **Appointed Representative**

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the Insured in accordance with the terms of this Policy.

#### **Business Description**

A complementary and/or alternative and/or beauty therapist.

#### **Claim**

A claim under this Policy for Legal Expenses Professional Expenses

#### **Co-Insurance**

The amount specified in the Certificate the Insured must bear in respect of Any One Claim for the Insured's own account expressed as a percentage of Legal Expenses and or Professional Expenses and or Awards of Compensation incurred over and above any Excess or Increased Excess specified in the Certificate.

#### **Contracting Party**

A person, firm or company domiciled within the Territorial Limits with whom the Insured has a direct contractual relationship.

#### **Coverholder**

Abbey Legal Protection a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of the Insurer.

#### **Employee**

Any person under a contract of service with the Insured.

#### **Excess**

The amount specified below the Insured must pay in respect of Legal Expenses and/or Professional Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment.

Sections 1 to 6 – Nil

#### **Increased Excess**

The amount specified below the Insured must pay in respect of Legal Expenses and/or Professional Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment if the Insured instructs an alternative Appointed Representative to the one chosen by the Coverholder.

Sections 1, 3 to 6 – £1,000

Section 2 – Not applicable

#### **Injury**

Physical bodily injury or death.

#### **Insured**

The Company, firm, partnership or trading individual specified in the Certificate and, at the Insured's request, any Employee including a director or partner of the Insured.

#### **Inland Revenue Investigations**

(i) Business Self Assessment Full Enquiry

The investigation which takes place when an officer of HM Revenue & Customs ('HMRC') makes a request to examine all of the Insured's business books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under Paragraph 24(1) Certificate 18 Finance Act 1998.

(ii) Employer Compliance Dispute

The enquiries which take place following an expression of dissatisfaction with the Insured's PAYE and/or NIC affairs following an employer compliance visit by HMRC or following an expression of dissatisfaction with the Insured's P11Ds or P9Ds.

(iii) Business Self Assessment Aspect Enquiry

The enquiry which takes place when an officer of HMRC issues a formal notice under Paragraph 24(1) Certificate 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an Aspect Enquiry into only certain boxes on the Insured's Self Assessment Return.

#### **HMRC Investigation**

Inland Revenue Investigations and VAT Disputes.

#### **Insurer**

Brit Insurance Limited 55 Bishopsgate, London, EC2N 3AS.

#### **Legal Expenses**

- a) Fees
- (i) Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Coverholder; and
  - (ii) Any costs incurred by other parties insofar as the Insured is held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the Coverholder but excluding any costs which the Insured may be ordered to pay by a court of criminal jurisdiction.

b) Witness Attendance Allowance

The amount of money per day the Insured is liable to pay the Employee each day they are required by the Appointed Representative to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in Any One Claim.

#### **Period of Insurance**

As specified in the Certificate.

#### **Professional Expenses**

Any fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Coverholder but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

#### **Territorial Limits**

United Kingdom including Northern Ireland and The Republic of Ireland

#### **VAT Disputes**

The enquiries which take place following a written decision assessment or statement of alleged arrears made by HMRC into the Insured's Value Added Tax Return and/or any related Value Added Tax default surcharges and misdeclaration penalties.

## LIMITS OF INSURER'S LIABILITY

The maximum liability of the Insurer under this Policy is limited to the amounts specified below:

1. £100,000 Any One Claim
2. £500,000 all Claims notified during the Period of Insurance.

## SECTIONS OF COVER

The Sections of Cover applicable are as specified in the Certificate. The Insurer will only indemnify the Insured for Claims where the dispute legal proceedings and HMRC Investigation are or would be within the Territorial Limits and the Claim is notified during the Period of Insurance.

### SECTION 1 – CRIMINAL PROSECUTION

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending a prosecution against the Insured in a court of criminal jurisdiction provided that the Insured has applied for criminal legal aid and this has been declined.

#### Exclusions to Section 1

The Insurer shall not be liable to indemnify the Insured in respect of Claims arising out of or in connection with:

- a) any prosecution relating to or arising from investigations by HMRC;
- b) any prosecution for criminal damage;
- c) any prosecution alleging dishonesty;
- d) any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
- e) an allegation of speeding or driving whilst under the influence of alcohol and or drugs;
- f) use of a motor vehicle

### SECTION 2 – TAX PROTECTION

#### 2.1 – Inland Revenue Investigations

The Insurer agrees to indemnify the Insured against Professional Expenses incurred in respect of representation of the Insured in an Inland Revenue Investigation including representation at an HMRC tribunal or Commissioners' hearing and at an appeal against a decision following such a hearing or tribunal. Provided that in the case of an Employer Compliance Dispute there is a reasonable prospect of reducing the liabilities alleged by HMRC.

#### 2.2 – VAT Disputes

The Insurer agrees to indemnify the Insured against Professional Expenses incurred in representation of the Insured in a VAT Dispute in respect of:

- (i) the local review procedure in order to reach agreement with HMRC;
- (ii) a VAT and Duties Tribunal or other HMRC hearing or tribunal, including an appeal;

provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

#### Exclusions to Section 2

The Insurer shall not be liable to indemnify the Insured in respect of:

- a) technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with the Insured's affairs;
- b) the defence of any criminal prosecution;
- c) taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there

has been a lack of reasonable care in the keeping of business books and records;

- d) any HMRC Investigation which results solely from investigation of earlier accounts or records;
- e) any claim where the tax Return is submitted outside the statutory time limits and/or in a penalty position;
- f) the preparation and/or correction of Self Assessment Returns, accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns;
- g) any investigation undertaken by the Special Civil Investigations or Criminal Investigations offices of HMRC or where a Notice 730 or Code of Practice 8 or 9 Notice has been issued by HMRC;
- h) an enquiry in to the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an Employer;
- i) any dispute in connection with the payment of the National Minimum Wage;
- j) a dispute or enquiry in respect of IR35 legislation;
- k) any claim made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;
- l) an investigation arising out of a voluntary disclosure made to the HMRC respect of omitted tax NIC or VAT liabilities which become due as a result of the Insured's deliberate act;
- m) an investigation by HMRC into a tax planning arrangement where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self Assessment Return.

### SECTION 3 – DATA PROTECTION

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending any dispute or legal proceedings, brought against the Insured arising out of the Data Protection Act 1998 including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice. The Insurer further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding, loss or unauthorised disclosure of data as defined in section 13 of the Data Protection Act 1998, provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Act 1998 to which the Coverholder's consent has been granted and has not been withdrawn.

### SECTION 4 – DISCIPLINARY DISPUTES PROTECTION

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in representing the Insured at a disciplinary hearing conducted by a Membership Association to which the Insured belongs provided that the Membership Association has notified the Insured in accordance with the constitution of the Membership Association of the intention to convene a disciplinary hearing into the Insured's professional conduct.

#### Exclusions to Section 4

The Insurer shall not be liable to indemnify the Insured in respect of any claim arising out of or in connection with a disciplinary hearing:

- a) arising from the payment or non-payment of membership subscriptions
- b) where the maximum sanction would not result in the expulsion or suspension of membership.

### SECTION 5 – WRONGFUL ARREST DEFENCE

The Insurer agrees to indemnify the Insured against Legal

Expenses incurred in the defence of civil legal proceedings against the Insured in respect of allegations of wrongful arrest or malicious prosecution.

### Exclusions to Section 5

The Insurer shall not be liable to indemnify the Insured in respect of any claim arising out of or in connection with:

- a) allegations made by or against or on behalf of an Employee or former Employee or any other person working for the Insured whether or not an Employee.

### SECTION 6 – PENSION TRUSTEE DEFENCE

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending civil proceedings against the Insured in the Insured's capacity as a trustee of a pension fund set up for the benefit of the Insured's Employees.

### GENERAL EXCLUSIONS

The Insurer shall not be liable to indemnify the Insured in respect of:

1. the defence of the Insured in civil legal proceedings arising from:
  - (i). injury or disease including psychiatric injury and stress;
  - (ii). loss, destruction or damage of or to property;
  - (iii). alleged breach of any professional duty;
  - (iv). any tortious liability (other than as specified in
2. any dispute legal proceedings or HMRC Investigation made, brought or commenced outside the Territorial Limits;
3. Legal Expenses or Professional Expenses incurred without the prior written consent of the Coverholder or in excess of the Coverholder's Consent;
4. any claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the Insured knew or ought reasonably to have known may give rise to a dispute legal proceedings or HMRC Investigation by or against the Insured;
5. fines or other penalties imposed by a court or tribunal;
6. any dispute legal proceedings or HMRC Investigation in respect of which the Insured is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order;
7. any claim arising out of the deliberate, conscious, intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent Claims, disputes legal proceedings or HMRC Investigations;
8. any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges;
9. disputes or legal proceedings between Insureds as specified in the Certificate or any endorsement thereto, or with any parent company or subsidiary company or associated company or partner;
10. any dispute between the Insured and the Coverholder, the Insurer, the Appointed Representative or their insurance broker;
11. any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether

related to intellectual property or not or the use or alleged use of any intellectual property;

12. any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood;
13. any Legal Expenses or Professional Expenses incurred in respect of or in connection with a judicial review;
14. appeals arising out of legal proceedings or HMRC Investigations to which no Coverholder's Consent has been granted;
15. any claim, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
16. any Legal Expenses or Professional Expenses which the Insured should or would have had to incur irrespective of any dispute;
17. Any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
18. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to) any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b) any act of terrorism.

For the purposes of this exclusion 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.

### GENERAL CONDITIONS

#### 1. Arbitration

Any dispute between the Insured and the Insurer shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England & Wales. The apportionment of the costs of the arbitration shall be determined by the arbitrator.

#### 2. Cancellation

This Policy may be cancelled at any time on the Insured's written instructions and the premium shall be adjusted on the basis of the Insurer receiving or retaining a pro rata time on risk premium.

This Policy may also be cancelled by the Insurer giving thirty days' notice in writing to the Insured or their insurance broker at either the Insured's or their insurance broker's last known address and the premium hereon shall be adjusted on the basis of the Insurer receiving or retaining pro rata time on risk premium. If the Insured is placed in liquidation, receivership or administration or adjudicated bankruptcy or if any application is made to the court or meeting convened for any such purpose, this Policy will lapse and the Insured will be entitled to a pro rata return of premium. Provided always that no return of premium shall be allowed if the Insured has notified a Claim.

### 3. Alteration of Risk

The Insured must notify the Coverholder immediately in writing of any alteration in risk that materially affects this insurance.

### 4. Due Observance

The Insured must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy.

### 5. Proper Law

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

### 6. Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured will be processed by the Insurer or the Coverholder in compliance with the provisions of the Data Protection Act 1998 for the purposes of providing insurance and handling Claims, if any, which may necessitate providing such information to third parties.

## CLAIMS CONDITIONS

### 1. Notification of Claims

It is a condition precedent to the liability of the Insurer that the Coverholder be notified in writing during the Period of Insurance immediately the Insured is aware of any cause, event or circumstance which has given or may give rise to a Claim dispute legal proceedings or HMRC Investigation involving the Insured. Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance.

The Coverholder will forward to the Insured an insurance claim form that must be completed and returned immediately.

### 2. Coverholder's Consent

It is a condition precedent to the liability of the Insurer that their consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing. This consent will be given by the Coverholder on behalf of the Insurer if the Insured can satisfy the Coverholder that:

- a) it is reasonable to incur Legal Expenses or Professional Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses or Professional Expenses to be incurred and;
- b)
  - i. where the Insured is pursuing there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy soughtor
  - ii. where the Insured is defending the other party does not have reasonable prospects of proving the Insured's legal liabilityor
  - iii. in respect of a criminal prosecution and where the Insured pleads guilty there is a reasonable prospect of a significant mitigation of the Insured's sentence or fine.

If during the course of a Claim the Insured ceases to satisfy the

Coverholder in respect of a) or b) above, indemnity will be withdrawn in respect of Legal Expenses and Professional Expenses. The decision to grant consent or to withhold it will be taken on receipt of:

- a fully completed insurance claim form;
- the information and documentation the Coverholder reasonably requests;
- a legal opinion from the Appointed Representative as to a) and b) above;
- any advice the Coverholder may deem it necessary to take.

With the agreement of the Insured, the Coverholder may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the Excess or Increased Excess within the Limits of Insurer's Liability.

The Coverholder at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of the subject matter of the Claim such opinion to have regard to the same issues that the Coverholder has in assessing the merits of any legal action. If based upon such opinion the Coverholder is satisfied in respect of a) and b) above the Legal Expenses and Professional Expenses in obtaining that opinion will be paid by the Insurer within the Limits of the Insurer's Liability.

In granting its consent the Insurer undertakes to provide indemnity to the Insured subject to the terms and conditions of this Policy and its Certificate but such consent does not imply that all Legal Expenses or Professional Expenses will be paid. In particular Legal Expenses or Professional Expenses for matters that go beyond the immediate scope of the Claim shall be deemed by the Insurer to fall outside the indemnity provided by this Policy.

The Coverholder reserves the right to limit its consent by time and or financial amount of Legal Expenses or Professional Expenses and or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown that the Claim has not been brought within the terms and conditions of this Policy and its Certificate the Coverholder's consent will be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses Professional Expenses previously paid.

If the Insured elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the Coverholder's consent has been refused through lack of reasonable prospects as required in b) i. and ii. above and if the Insured is successful in such pursuit or defence, the Insurer will pay Legal Expenses or Professional Expenses incurred after such consent had been refused subject to the terms conditions of this Policy.

### 3. Instruction and choice of Appointed Representative and Counsel

The Coverholder will choose an Appointed Representative to act on behalf of the Insured in any claim under certain Sections as specified in the Certificate.

Where recourse is necessary to a lawyer and proceedings are issued, the Insured is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any legal proceedings to which the Coverholder has consented subject to the Increased Excess. Where a Claim is made by the Insured named on the Certificate and an Employee (including a director or partner of the Insured) then the Employee must appoint the same Appointed Representative as the Insured. The name and address of the Appointed Representative the Insured proposes to instruct must be notified to the Coverholder in writing. The Coverholder will accept such

nomination provided the Coverholder is satisfied the proposed Appointed Representative will cooperate and enable the Insured to comply with the terms and conditions of this policy and provided the proposed Appointed Representative's charging rates are fair and reasonable in regard to the particular legal proceedings.

In all other claims the Coverholder will choose the Appointed Representative subject to the Excess.

A dispute arising from the Insured's choice may be referred to Arbitration in accordance with General Condition 1.

The Insured must not, without the written consent of the Coverholder, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses.

The Coverholder may withdraw consent previously given at any time. In selecting the Appointed Representative the Insured shall have regard to its duty to minimise the cost of any Claim.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured. If in the course of any claim the Appointed Representative wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the Coverholder for consent to the proposed instruction which will not be unreasonably withheld.

#### **4. Disclosure**

It is a condition precedent to the Insurer's liability that:

- a) The Insured must give the Appointed Representative and the Coverholder all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
- b) The Coverholder is entitled to receive from the Appointed Representative and Insured any information, document or advice in connection with any claim and the subject matter of any claim even if privileged. In addition the Insured must instruct the Appointed Representative to provide the Coverholder with regular updates on the progress of the subject matter of any claim and inform the Coverholder immediately if and when any circumstance adversely impacts the factors taken into account in granting the Coverholder's consent. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

Indemnity may be withdrawn if the Insured fails to cooperate at all or within a reasonable time with the Coverholder's or the Appointed Representative's requests.

#### **5. Payment of Legal Expenses Professional Expenses and Awards of Compensation**

All bills for Legal Expenses or Professional Expenses which the Insured receives from the Appointed Representative should be forwarded to the Coverholder without delay. If the Coverholder so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The Insured is responsible for payment of all Legal Expenses or Professional Expenses. The Insurer may settle these direct if requested by the Insured to do so. The payment of some Legal Expenses or Professional Expenses does not imply that all Legal Expenses or Professional Expenses will be paid.

#### **6. Offer of Settlement**

It is a condition precedent to the liability of the Insurer that the Insured must inform the Coverholder in writing as soon as an offer to settle the subject matter of the Claim is received and or the Insured proposes to make an offer of settlement. In any settlement, the Insured must have regard to Legal Expenses or

Professional Expenses incurred or likely to be incurred and the recovery thereof.

No indemnity will be provided if the Insured enters into any agreement to settle without the prior written consent of the Coverholder (such consent not to be unreasonably withheld) and the Insurer shall be entitled to recover any Legal Expenses or Professional Expenses previously paid. If the Insured unreasonably rejects an offer of settlement which the Coverholder recommends acceptance of or makes an offer which the Coverholder does not agree no further indemnity shall be provided.

The Insurer may at its absolute discretion decide to pay the Insured the amount of damages that the Insured is claiming or is being claimed against the Insured instead of indemnifying the Insured for Legal Expenses Professional Expenses. Where the

Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses Professional Expenses.

#### **7. Recovery of Costs**

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Insurer. The Insured and their Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Insurer. Where such a settlement is paid in instalments all costs to the Insurer shall be paid first.

#### **8. Appeal Procedure**

If, following legal proceedings to which the Coverholder has consented, the Insured wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the Coverholder through the Appointed Representative immediately or as soon as practicable so that the Coverholder may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Coverholder has consented, the Insured must notify the Coverholder immediately in order that cover shall continue. The Coverholder will inform the Appointed Representative of its decision. If the Coverholder so requires it the Insured must co-operate in an appeal against the judgment or decision of a court or tribunal.

#### **9. Duty to Minimise**

The Insured must take all reasonable precautions to avoid and prevent Claims HMRC Investigations legal proceedings and disputes. The Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

#### **10. Fraudulent Claims**

If the Insured makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid shall be forfeited and the Insurer shall be entitled to recover any Legal Expenses Professional Expenses previously paid.

#### **11. Insolvency or Liquidation of the Insured**

If the Insured becomes insolvent or is placed in liquidation, receivership, administration or bankruptcy or enters into a voluntary arrangement or deed of arrangement or if any application is made to the court or meeting convened for any such purpose the Insurer has the right to immediately cease to provide indemnity for Legal Expenses and Professional Expenses notwithstanding any previous consent the Coverholder may have granted.

#### **12. Value Added Tax**

If the Insured is registered for VAT, the Insurer will not pay the VAT element of any Legal Expenses or Professional Expenses.

## COMPLAINTS PROCEDURE

It is always our intention to provide you with a first class standard of service. In the event that you are not satisfied with any part of the service that you have received, in the first instance please contact:

**Alison Livings**  
**Holistic Insurance Services**  
**181A Watling Street West**  
**Towcester**  
**NN12 6BX**

If you are unable to resolve your complaint in the first instance through Holistic Insurance Services then you can contact

### Malpractice/Professional/Public liability policy

The Chief Executive  
Novae Underwriting Limited  
71 Fenchurch Street  
London  
EC3M 5HH

If you are still unable to resolve your complaint then you can ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law.

### Policyholder and Market Assistance

Lloyd's  
One Lime Street  
London  
EC3M 7HA

### Commercial Legal Expenses

The Customer Services Manager  
Abbey Legal Protection  
Minories House  
2-5 Minories  
London  
EC3N 1BJ

## Financial Ombudsman

In the event that your complaint remains unresolved, you may be able to request the financial ombudsman service to review the position.

## The Financial Services Compensation Scheme

In the event the Insurer or Holistic Insurance Services fails to meet its obligations, then you are protected by the Financial Services Compensation Scheme for the mediation of non-compulsory general insurance for 90% of the claim with no upper limit. For compulsory insurance protection is 100% of the claim with no upper limit.

