Insurance Policy

COMBINED HOLISTIC SERVICES MALPRACTICE, PUBLIC & PRODUCTS LIABILITY AND EMPLOYERS LIABILITY INSURANCE.

Liability Insurance for Health and Wellbeing Teachers and Practitioners

Combined Holistic Services Malpractice Liability, Public Liability, Products Liability and Employers Liability Insurance.

Arranged by
BGi.uk
Portwell House, Market Place
Faringdon
Oxfordshire SN7 7HU
01367 246157 Foyht@BGi.uk

On Behalf of
Focus on Health and Wellbeing
https://foyht.org

Underwritten by
Newline Insurance Company Limited
1 Fen Court, London EC3M 5BN

Important Notice

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, conditions, limitations, exclusions and any endorsements.
You should contact BGi.uk immediately if any correction is necessary.
You are particularly asked to note that "This Policy is written on a 'Claims-Made' Basis."

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Combined Holistic Services Malpractice Liability, Public Liability,

Products Liability and Employers Liability Insurance.

In consideration of the payment of the premium by the **Insured, Newline** shall, subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**, provide the Insurance detailed in this **Policy**. The **Proposal** and/or **Statement of Fact** submitted to **Newline** shall form the basis of this **Policy**. It is the duty of the **Insured** to disclose all material facts. Failure to disclose this information may entitle **Newline** to avoid this **Policy**.

Signed

Authorised Cover-holder for and on behalf of Newline Insurance Company Ltd

NOTICE TO POLICYHOLDERS

THE POLICY

Please read the **Policy** (including any endorsement(s) and the **Schedule(s),** which form an integral part of the **Policy**) to ensure that it meets your requirements.

IMPORTANT NOTICE

If you have any questions or concerns about this Insurance, The handling of a claim or wish to make a complaint you should, in the first instance, contact the **Underwriters'** Head of Compliance at the following address:

Newline Insurance Company Limited
1 Fen Court, London, EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Head of Compliance)
Fax: +44 (0)20 7090 1701
E-mail: complaintsofficer@newlinegroup.com

If the complaint is not resolved, you may be entitled to refer the matter to the Financial Ombudsman Service (the "FOS"). Their details are:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: +44 (0) 800 0234 567 (landline)

+44 (0)300 123 9 123 (mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Further details are available in the **Underwriters'** Complaints Policy, a copy of which is available upon request.

CLAIMS PROCEDURE

All **Claims** and potential **Claims** should be immediately reported to:
BGi.uk
Portwell House
Market Place,
Faringdon
Oxfordshire SN7 7HU
E-mail: Foyht@BGi.uk.com
Tel: 01367 246153

The information provided should include:

1. Date and time of incident
2. Where the event giving rise to the **Claim** occurred
3. A detailed description of what happened
4. The name and address of the injured party
5. The names and addresses of all witnesses
6. Copies of any demand, notice or legal papers received in connection with the **Claim**

Alternatively, the **Claim** can be reported in writing to:
Newline Insurance Company Limited
Corn Exchange
1 Fen Court, London EC3M 5BN

NB: The procedure for reporting **Claims** for loss or **Damage** to Business Equipment is shown at 10.7 (Additional **Claims** Conditions).

GENERAL DEFINITIONS

It is understood and agreed that the following definitions apply to this **Policy**:

Act of Terrorism shall mean 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. This definition shall include acts performed with the intention to influence any government and/or to put the public or any section of the public in fear.

Bodily Injury shall mean physical injury, sickness, disease or death sustained by a person and shall include mental injury, mental anguish or shock.

Claim shall mean the receipt by the **Insured** of any written demand for compensation made by a third party and shall include an assertion of **Malpractice** against the **Insured** or any **Claim** form, writ, summons or other originating process issued and serviced upon the **Insured**.

Condition Precedent shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean no payment or indemnity will be provided under this **Policy**.

Controlling Interest shall mean shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of the **Insured** for the time being issued and conferring the right to vote at general meetings and shall include shares held by all persons who, in relation to each other, are associates or persons acting in concert within the meaning of the City Code on Takeovers and Mergers.

Damages shall mean compensatory **Damages** awarded against the **Insured** by a court or tribunal empowered to do so and settlements in respect of any **Claim** for compensatory **Damages**, provided that such settlement has been entered into with **Newline's** prior written consent.

Deductible shall mean the amount(s) which the **Insured** agrees to pay in respect of all **Damages,** compensation claimant's costs and expenses and **Legal Costs** before the Insurer shall be liable to make any payment

Defence Costs shall mean reasonable and necessary costs, fees and expenses incurred with **Newline's** prior written consent in the investigation, adjustment, defence, negotiation and/or settlement of any **Claim**. **Defence Costs** shall not mean or include salaries, commissions, expenses, benefits, other remuneration or any internal or overhead expenses of the **Insured**.

Documents shall mean deeds, wills, agreements, maps, plans, records, books, letters, forms and other **Documents** of any nature whatsoever, whether written, printed or capable of being reproduced by any other method, but shall not include any:

a. **Money** shall mean cash, cheques, travellers' cheques, registered cheques, postal or **Money** orders, bullion, negotiable or non-negotiable instruments, stamps and bearer or coupon bonds; or

b. computer or electronic data or any form of computer records or computer memory (whether programmes, software or otherwise).

Employee shall mean any person under a contract of employment with the **Insured**, any secondee or any person supplied to, hired or borrowed by the **Insured**, work experience student or volunteer acting on behalf of or at the direction of the **Insured**.

Excess shall mean the amount stated in the **Schedule** for which the **Insured** is responsible. The **Insured** agrees to pay each **Excess** amount due within thirty (30) days of the date of the written request for such payment. If the **Excess** is not paid when due, the **Policy** will be cancelled. **Insurer** shall give ten (10) days advance written notice of cancellation.

Insured shall mean any person or company named in the **Schedule** and at the request of the **Insured** shall include:

a. Directors, partners, stockholders, voluntary workers or work experience persons whilst acting in their respective capacities for the **Insured;**
b. any **Person Employed** including **Medical Persons** but only whilst acting within the scope of their duties;

but only in respect of legal liability for which the **Insured** would have been entitled to indemnity under this **Policy** if the **Claim** for which indemnity is sought had been made against the **Insured**

c. any newly acquired subsidiary company where the turnover of the new subsidiary does not exceed 20% of the **Insured's** total turnover before the date of purchase;
d. the officers, committees and members of the **Insured's** canteen, social sports, educational and welfare organisations and first aid, fire, and security in their respective capacities as such;
e. any director or partner of the **Insured** or **Employee** in respect of private work undertaken by any **Person Employed** for such director partner or **Employee** with the prior consent of the **Insured**

each of whom shall as if they were the **Insured** be subject to the terms of this **Policy** in so far as they can apply.

I**nsured's Business** shall mean the business as in the **Schedule** including:

a. Ownership, repair, maintenance and decoration of the **Insured's** own property and premises occupied by the **Insured** in connection with the **Business;**
b. Provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Person Employed** and first aid, fire, and security in connection with the **Business;**
c. Participation in exhibitions or conferences anywhere in the world in connection with the **Business;** and

Private work undertaken by any **Person Employed** for any director partner or **Employee** of the **Insured** with the prior consent of the **Insured** in connection with the **Business Insurer** shall mean Newline Insurance Company Limited.

Insurer shall mean **Newline** Insurance Company Limited.

Jurisdictional Limits shall mean the **Jurisdictional Limits** as stated in the **Schedule**.

Legal Costs shall mean:

a. Costs of legal representation at
b. Any coroner's inquests in respect of any death
c. Proceedings in any court arising out of any alleged breach of statutory duty resulting in any **Occurrence**

which may be the subject of indemnity under this **Policy**

d. All other **Legal Costs** and expenses in relation to any **Occurrence** which may form the subject of a **Claim** for indemnity under this **Policy**

incurred with the written consent of the Insurer.

Limit(s) of Liability shall mean the **Limit(s) of Liability** under the applicable section of this **Policy** as stated in the **Schedule** (including **Defence Costs**).

Loss of Documents shall mean the destruction, **Damage**, loss or misplacing of any **Documents**, which:

a. after a diligent search, cannot be found; and
b. were the property of, or entrusted to, the **Insured** or to other persons to whom the **Insured** entrusted, lodged or deposited such **Documents** in the conduct of the **Insured's Business**.

Malpractice shall mean a negligent act, negligent error or negligent omission committed by the **Insured** or by any person or organisation acting on behalf of the **Insured** in the conduct of the **Insured's Business** to a Client(s). **Malpractice** shall not mean or include any negligent act, negligent error or negligent omission committed by any medical practitioner, including any surgeon, physician, doctor, dentist or nurse other than in respect of activities only stated in the schedule. This definition is extended to include treatment administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present, either by chance or in response to an

emergency call following such medical emergency, accident or disaster, commonly known as a “Good Samaritan Act”.

Medical Persons shall mean doctors, medical nurses, scientists and dentists

Occurrence shall mean an event (including, but not limited to, continuous or repeated exposures to the same conditions or substance) which results in **Bodily Injury**, **Property Damage** or **Other Contingencies**. All such exposure to substantially the same conditions or substance shall be deemed to be one **Occurrence**.

Other Contingencies shall mean accidental nuisance, trespass or interference with any easement, right of air, light or water.

Period of Insurance shall mean the **Period of Insurance** as stated in the **Schedule**.

Person Employed shall mean any:

a. **Employee** being a person under a contact of service or apprenticeship with the **Insured**
b. Labour master and persons supplied by a labour master
c. **Person Employed** by labour only sub-contractors
d. Self-employed person
e. Person hired to or borrowed by the **Insured**
f. Person undertaking study or work experience
g. Person supplied under any Youth Training or similar government scheme
h. Volunteers

While working under the control of the **Insured** in connection with the **Business.**

Policy shall mean the **Schedule** Insuring Clauses, Definitions, **Limits of Liability**, **Claim**s Conditions, Exclusions, General Conditions, **Proposal** and other terms contained herein, together with any endorsement(s) attaching to, and forming part of this **Policy** either at inception or during the **Period of Insurance**.

Pollutants shall mean any **Pollutants** and shall include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapours, soot, dust, fibres, fungi, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned and reclaimed) or contamination of any kind.

Products shall mean labels instructions and all services provided by the **Insured** whether on a fee basis or otherwise goods including containers and packaging manufactured, sold, supplied, distributed, altered, constructed, erected, repaired, serviced, designed, tested, installed or processed by or on behalf of the **Insured** or goods including packaging and containers alleged to have been manufactured, sold, supplied, distributed, altered, constructed, erected, repaired, serviced, designed tested installed or processed by or on behalf of the **Insured** and which are not in the possession of the **Insured** at the time of the **Occurrence**

Property Damage shall mean accidental physical **Damage** to, loss of or destruction of material property. It shall not include loss of computer data.

Proposal shall mean all information provided by the **Insured** to **Newline** (whether by written, electronic or other means) and which contains all the particulars and statements, which together form the basis of this **Policy** and are considered incorporated herein.

Retroactive Date shall mean the **Retroactive Date** in the **Schedule**.

Schedule shall mean the **Schedule** to this **Policy**.

Territorial Limits shall mean the **Territorial Limits** as stated in the **Schedule**.

SECTION 1. HOLISTIC SERVICES MALPRACTICE LIABILITY

1.1 **Newline** agrees to indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as **Damages** and **Claimants'** costs and expenses in respect of any **Claim** for **Bodily Injury** caused by **Malpractice** within the **Territorial Limits** which is first made against the **Insured** during the **Period of Insurance**.

1.2 **Newline** agrees to indemnify the **Insured** against **Defence Costs** incurred with **Newline's** prior written consent in the defence of any **Claim** which is indemnified under this Section 1 of the **Policy**, including **Defence Costs** incurred in:

1.2.1 any official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body;
1.2.2 any coroner's inquest arising out of the death of a client of the **Insured**;
1.2.3 the prosecution (criminal or otherwise) of the **Insured**;
1.2.4 any disciplinary proceedings against the **Insured**, in connection with such **Claim**.

LIMITS OF LIABILITY FOR SECTION 1.

1.3 The any one **Claim Limit of Liability** under this Section 1 as shown in the **Schedule** is the most **Newline** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.

1.4 The annual aggregate **Limit of Liability** under this Section 1 as shown in the **Schedule** is the most **Newline** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

SPECIFIC EXTENSIONS TO SECTION 1.

Unless otherwise stated, the following extensions are subject to the **Limits of Liability** and **Excess** of this Section 1 and the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

1.5 **LOSS OF DOCUMENTS**
Insurer agrees to indemnify the **Insured** for **Loss of Documents** where the discovery of the **Loss of Documents** occurs during the **Period of Insurance** and provided:

1.5.1 the liability of **Newline** shall be limited to the reasonable cost of replacing and/or restoring the **Documents** and any **Claim** shall be supported by invoices and/or accounts which shall be subject to the prior written approval of some competent person to be nominated by **Newline**;
1.5.2 **Newline** shall not be liable to make any payment for **Loss of Documents** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving;
1.5.2.1 any wear, tear, moth, vermin, mould, mildew, atmospheric or climatic conditions or any gradually occurring cause; or
1.5.2.2 any breach of confidentiality; and
1.5.3 **Newline** shall be subrogated to all rights of the **Insured** for the purpose of recovering any sums paid.

Indemnity under this extension shall be subject to a sub-limit of GBP 50,000 in the annual aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the annual aggregate **Limit of Liability** under this Section 1. For the purposes of this extension, the **Excess** shall be GBP 250 any one **Occurrence**.

1.6 **LIBEL AND SLANDER**
Notwithstanding General Exclusion 6.25(LIBEL/SLANDER/DEFAMATION), **Newline** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and **Claimants'** costs and expenses in respect of any **Claim** for libel and/or slander which is first made against the **Insured** and notified to **Newline** during the **Period of Insurance**, provided such libel and/or slander is unintentional and is committed in the conduct of the **Insured's** Business.

It is a **Condition Precedent** to the right of the **Insured** to be indemnified under this extension that, in the event of a **Claim** the **Insured** shall, upon the request of **Newline**, issue an apology and expression of regret, the form and content of which are to be approved in writing by **Newline**. If, on receipt of such a request from **Newline**, the **Insured** refuses to issue such an apology and expression of regret, **Newline** shall not be liable to indemnify the **Insured** in respect of such **Claim**.

Newline shall not be liable to indemnify the **Insured** under this extension against any loss, liability, **Claim** of **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1.6.1 The contents of any journal or publication or any communication or contribution to the press or media.
1.6.2 Any libel or slander committed, or alleged to have been committed, against professional adversaries or business competitors

Indemnity under this extension shall be subject to sub-limit of GBP 50,000 in the annual aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the annual aggregate limit of Liability under this Section 1. For the purposes of this extension, the **Excess** shall be GBP 250 any one **Claim.**

1.7 **BREACH OF CONFIDENTIALITY**

Newline agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and **Claimant's** costs and expenses in respect of any **Claim** for breach of confidence in the conduct of the **Insured's** Business which is first made against the **Insured** during the **Period of Insurance**.

Newline shall not be liable to indemnify the **Insured** under this extension against any loss, liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any loss of any **Documents** the property of, or entrusted to, the **Insured** or the costs and expenses incurred by the **Insured** in replacing or restoring such **Documents**.

Indemnity under this extension shall be subject to a sub-limit of GBP 50,000 in the annual aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the annual aggregate Limit of Liability under this Section 1. For the purposes of this extension, the **Excess** shall be GBP 250 any one **Occurrence**.

1.8 **TEACHING AND TUITION**

Newline agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for negligent teaching provided as an individual tutor in the course of the business which is first made against the **Insured** during the **Period of Insurance**.

Newline shall not be liable to indemnify the **Insured** under this extension against any loss, liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any management and control of a training establishment, clinic or college, unless specifically agreed by **Newline** in writing in advance.

The **Limit of Liability** under this extension shall be part of, and not in addition to, the annual aggregate **Limit of Liability** under this section 1.

1.9 **COMPENSATION FOR COURT ATTENDANCE**

Newline shall pay GBP 100 per day to the **Insured** in the event that a Partner, Director, Principal or **Employee** of the **Insured** is required to attend court for:

1.9.1 Jury service; or
1.9.2 As witness(es) in connection with a **Claim** covered under this **Policy**.

Indemnity under this extension shall be subject to a sub-limit of GBP 1,000 in the annual aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the annual aggregate Limit of Liability under this Section 1.

SPECIFIC EXCLUSIONS TO SECTION 1.

Newline shall not be liable to indemnify the **Insured** under this Section 1 against any loss, liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1.10 Any **Bodily Injury** to any person save where such **Bodily Injury** is alleged to result directly from **Malpractice**.
1.11 Any **Products**.
1.12 Any loss of or **Damage** to tangible property of any person.
1.13 Any **Bodily Injury** to or death illness or disease of any **Person Employed** arising from:-

(a) any coronavirus disease (COVID-19);

(b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

(c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2;

(d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above;

(e) any action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above.

SPECIFIC WARRANTY TO SECTION 1.

1.14.1 It is warranted that when using Heat Lamps in the course of **Treatments** a distance of at least 35cm is maintained between the lamp and the Client's skin surface and the Client must be checked by the **Insured** every 5 minutes during the application of heat.

SECTION 2. PUBLIC LIABILITY

2.1 **Newline** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury**, **Property Damage** or **Other Contingencies** caused by an **Occurrence** within the **Territorial Limits** and in the conduct of the **Insured's** Business, provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

2.2 **Newline** agrees to indemnify the **Insured** against **Defence Costs** incurred with **Newline's** consent in the defence of any **Claim** which is indemnified under this Section 2 of the **Policy**.

LIMITS OF LIABILITY FOR SECTION 2.

2.3 The Limit of Liability under this Section 2 and as stated in the Schedule is the most **Insurer** will pay for any one **Occurrence** (inclusive of **Defence Costs**) during the **Period of Insurance.**

2.4 For the purpose of applying the Limit of Liability under this Section 2. all Occurrences attributable to one source or one original cause shall be deemed to be one **Occurrence**.

SPECIFIC EXTENSIONS TO SECTION 2.

Unless otherwise stated, the following extensions are subject to the Limit of Liability and **Excess** of this Section 2 and the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

2.5 **DAMAGE TO LEASED, HIRED OR RENTED PREMISES**
Notwithstanding General Exclusion 6.12 (LAND/BUILDINGS) and Specific Exclusion 2.10, **Newline** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for accidental loss of or **Damage** to premises (including fixtures and fittings) leased, rented or hired to the **Insured** which is first made against the **Insured** during the **Period of Insurance**.

Insurer shall not be liable to indemnify the **Insured** under this extension against any loss, liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving the first GBP 250 of loss of or **Damage** to the premises caused, other than by fire or explosion.

The Limit of Liability under this extension shall be part of, and not in addition to, the limit of Liability under this Section 2.

2.6 **OVERSEAS PERSONAL LIABILITY**
The Insurer will indemnity the **Insured** and if the **Insured** so request any director or partner of the **Insured** or **Employee** against legal liability incurred in a personal capacity while temporarily outside the United Kingdom in connection with the Business

The Insurer shall not be liable

2.6.1 For legal liability arising out of the ownership or occupation or land or buildings; or
2.6.2 Where indemnity is provided by other insurance

2.7 **PREMISES RISK**
Insurer agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury** or **Property Damage** caused by:

2.7.1 defects in that part of the building or outbuilding of the premises used by the **Insured** for the purpose of the **Insured's** Business; or
2.7.2 breakage or collapse of television and radio reception aerials, aerial fittings or any masts or by signs.

The Limit of Liability under this extension shall be part of, and not in addition to, the Limit of Liability under this Section 2.

2.8 ADVERTISING LIABILITY

Notwithstanding any General Exclusion 6.25 in respect of libel, slander or defamation and applicable cover provided in Section 1 (Malpractice Liability), the **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

2.8.1 legal liability for damages in respect of a **Claim** for **Advertising Liability** caused by an **Occurrence** within the **Policy Territory** in connection with the **Business**;
2.8.2 legal liability for claimants' costs and expenses in connection with paragraph (1) above;
2.8.3 **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance** and is notified to the **Underwriters** in writing during the **Period of Insurance**.

2.9 **ADDITIONAL DEFINITIONS**

2.9.1 For the purposes of this endorsement, the following terms shall have the following meanings:

2.9.2 **Advertisement** shall mean a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services for the purposes of attracting customers or supporters. For the purposes of this definition:
(a) notices that are published include material placed on the internet or on similar electronic means of communication; and
(b) regarding websites, only that part of a website that is about the **Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2.9.3 **Advertising Liability** shall mean:
(a) oral or written publication in any manner of material that slanders or libels a person or organisation or disparages a person or organisation's goods, products or services;
(b) oral or written publication in any manner of material that violates a person's right of privacy;
(c) the use of another's advertising idea in an **Advertisement**;
(d) infringement upon another's copyright, trade dress or slogan in an **Advertisement**;
(e) any of the foregoing alleged by any other name,

committed, or alleged to have been committed, in any **Advertisement** by or on behalf of the **Insured** and arising from the **Insured's** advertising activities.

2.9.4 **Occurrence** shall mean any advertisement, publicity, article, broadcast or telecast or any combination thereof involving the same injurious material or act regardless of the frequency of repetition or the number or kind of media used, whether any **Claim** is made by one or more persons.

2.10 **ADDITIONAL EXCLUSIONS**

2.10.1 The **Underwriters** shall not be liable to indemnify the **Insured** in respect of any liability, claim or loss arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
(a) any failure of performance of contract other than misappropriation of advertising ideas under an implied contract.
(b) any infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised. This exclusion shall not relate to titles or slogans.
(c) any incorrect description or incorrect labelling of any goods, products or services.
(d) any mistake in the advertised price of any goods, products or services.
(e) any offence by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.
(f) any **Advertising Liability** that occurred before the **Insured** created or acquired any company.
(g) any use of any images of person(s) without the express written permission of such person(s).
(h) any material published with knowledge of falsity or with reckless indifference as to the truth.
(i) any act, error, omission, event, circumstance, **Claim**, **Occurrence** or **Advertisement** happening, or alleged to have happened, prior to the retroactive date for this endorsement.

2.11 **CONTINGENT MOTOR LIABILITY**

Notwithstanding Exclusion (2.14) b of Section 2, the company will provide indemnity to the **Insured** against legal liability arising out of the use in the course of the Business of any motor vehicle not the property of nor provided by the **Insured**
The indemnity will not apply to legal liability:

a. In respect of **Property Damage** to such vehicle or to property conveyed therein;
b. In respect of which the **Insured** is entitled to indemnity under any other insurance; or
c. Arising from the use of any motor vehicle outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

For the purposes of this Extension the term "**Insured**" shall mean only the **Insured** named in the **Schedule** and no other party.

SPECIFIC EXCLUSIONS TO SECTION 2.

Newline shall not be liable to indemnify the **Insured** under this Section 2 against any loss, liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

2.12 any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than **Property Damage** to the property of any **Employees**, Directors, Business Partners and/or Visitors of the **Insured** or **Damage** to leased, hired or rented premises.

2.13 any **Products** (other than food or drink for consumption on the **Insured's** premises).

2.14 any advice, design, specification, certification, testing or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).

2.15 any **Malpractice**.

2.16 a. legal liability consequent upon the ownership possession maintenance or use by or on behalf of the **Insured** of any

i. aircraft or other aerial device
ii. water-borne vessel or craft other than those used for business entertainment
iii. hovercraft

b. The use of any vehicle owned by or in the physical or legal control of the **Insured**

iv. Which is or should have been registered; or
v. In respect of which insurance is required by virtue of any legislation relating to vehicles

PROVIDED this Exception does not apply to

i. **Property Damage** occurring during the loading or unloading of a vehicle caused by or arising from the collection or delivery of any goods from or to such vehicle where such **Property Damage** occurs beyond the limits of any carriageway or thoroughfare or

ii. **Bodily Injury** occurring during the loading or unloading of a vehicle caused by or arising from the collection or delivery of any goods from or to such vehicle where such **Bodily Injury** occurs beyond the limits of any carriageway thoroughfare and where applicable legislation does not require the issuance of insurance against liabilities arising from the use of vehicles beyond the limits of any carriageway or thoroughfare

2.17 any **Bodily Injury** to or death illness or disease of any **Person Employed** arising from:-

(a) any coronavirus disease (COVID-19);

(b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

(c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2;

(d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above;

(e) any action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above.

SECTION 3. PRODUCTS LIABILITY

3.1 **Newline** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and **Claim**ants' costs and expenses in respect of any **Claim** for **Bodily Injury** or **Property Damage** caused by **Products**, provided that:

3.1.1 Such liability is caused by an **Occurrence** within the **Territorial Limits**;
3.1.2 The **Products** are sold to the Client by the **Insured** directly in connection with a **Therapy** or **Treatment** provided by the **Insured**; and
3.1.3 The **Claim** is first made against the **Insured** during the **Period of Insurance**.

LIMITS OF LIABILITY FOR SECTION 3

3.2 The any one **Claim Limit of Liability** under this Section 3 as shown in the **Schedule** is the most **Newline** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.

3.3.1 The annual aggregate **Limit of Liability** under this Section 3 as shown in the **Schedule** is the most **Newline** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

3.4 for the purpose of applying the Limit of Liability under this Section 3, all **Claims** attributable to one source or one original cause shall be deemed to be one **Claim**.

SPECIFIC EXTENSIONS TO SECTION 3

3.5 Consumer Protection Act and Food Safety Acts Legal Costs and Expenses
Newline agrees to indemnify the **Insured** and, at the written request of the **Insured**, any Director or **Business** Partner of the **Insured** or **Employee** against **Legal Costs** and related expenses reasonably and necessarily incurred with **Insurer's** prior written consent in the defence of any criminal proceedings brought in respect of a breach of part II of the Consumer Protection Act 1987 or Section (s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 (each as may be amended from time to time) or in an appeal against conviction arising from such proceedings, provided:

3.5.1 the proceedings relate to the health, safety and welfare of any person other than an **Employee**; and
3.5.2 an offence alleged to have been committed in the conduct of the **Insured's Business**.

Newline shall not be liable to indemnify the **Insured** under this extension against any liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any liability for which the **Insured** or any Director or **Business** Partner of the **Insured** or any **Employee** is entitled to indemnify under any other insurance or would be so entitled, but for the existence of this **Policy**.

3.6 Selling by the **Insured** not in connection with **Therapies** or **Treatments**
Newline agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury** or **Property Damage** caused by **Products** sold by the **Insured** other than in connection with a **Therapy** or **Treatment** provided by the **Insured**, provided:

3.6.1 the **Products** appertain to the **Therapies** or **Treatments** covered by the **Policy**;
3.6.2 the turnover relating to the **Products** does not exceed GBP 50,000 during the **Period of Insurance**;
3.6.3 such liability caused by an **Occurrence** within the **Territorial Limits**; and
3.6.4 the **Claim** is first made against the **Insured** and notified to **Newline** during the **Period of Insurance**.

Newline shall not be liable to indemnify the **Insured** under this extension against any liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any **Products** appertaining to any **Therapy** or **Treatment** where the **Insured** is a Student, this shall not apply whereby the **Insured** is a student without adequate qualification, experience or certification.

Indemnity under this extension shall be subject to a sub-limit of GBP 50,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the Limit of Liability. For the purposes of this extension, the **Excess** shall be GBP 250 any one **Claim**.

SPECIFIC EXCLUSIONS TO SECTION 3.

3.7 **Newline** shall not be liable to indemnify the **Insured** under this Section 3 against any loss, liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

3.7.1 any **Property Damage** to any **Products** or any contract work executed by the **Insured** (or any part thereof).
3.7.2 any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts **Claimed** for loss of use of any **Products** or contract work executed by the **Insured** (or any part thereof).
3.7.3 any **Products** which, to the **Insured's** knowledge, are intended for use in or incorporation into any aircraft or other aerial device.
3.7.4 any failure of any of the **Products** to prevent, cure or alleviate any **Bodily Injury**.
3.7.5 any of the **Products** causing or inducing any physical or chemical dependency.
3.7.6 any **Occurrence** arising out of:

3.7.6.1
- a. Blood Borne Pathogens
- b.1 Cerivastatin
- b.2 the concomitant or combined use of two or more different **Products** which contain a Statin and a Fibrate
- b.3 Rhabdomyolysis arising out of either b.1 or b.2 above
- c. Contraceptives (including birth control pills) fertility drugs and **Products** specifically designed and marketed for use during and in connection with pregnancy
- d. any **Product** containing Silicone which is in any form implanted or Injected into the body
- e. any **Product** that does not have the necessary or appropriate regulatory approval

3.7.6.2
- a. Diethylstilbestrol or Stilbestrol or DES
- b. Ephedrine Ma Huang Pseudoephedrin Chinese Ephedra Mahuang Extract Ephedra Ephedra Sinica Ephedra Extract Ephedra Herb Powder or Epitonin
- c. Fluexetine
- d. Isotretinoin or Accutane
- e. Kava or Kava Kava
- f. L-tryptophan
- g. Lymetrix
- h. Metoclopramide
- i. Paroxetine
- j. Pertussis Vaccine
- k. Phenylpropanolamine (PPA)
- l. Prozac
- m. Retinoic Acid
- n. Rosiglitzone
- o. Thimerosal or Thiomersal
- p. Thiazolidinediones
- q. Cox-2 inhibitors
- r. Burpropion
- s. opioid or narcotic drug, opioid or narcotic medication, opioid or narcotic substance, or opioid receptor antagonist or partial antagonist of any type, nature or kind including, but not limited to, codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, naltrexone or naloxone
- t. any controlled substance under the Controlled Substance Act or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law
- u. or any other drug which has the same chemical formula is a derivative of or has a similar chemical formula structure or function as such.

3.7.6.3 any N-Nitrosodimethylamine (NDMA), N-Nitrosodiethylamine (NDEA) or carcinogenic agent given off during the manufacturing process of any of Azilsartan, Candesartan,

Eprosartan, Irbesartan, Losartan, Olmesartan, Telmisartan, Valsartan and any other Angiotensin II Receptor Blockers (ARBs) and any other drug which has the same chemical formula or is a derivative of or has a similar chemical formula, structure or function of any of the foregoing

3.7.6.4 or any other drug which has the same chemical formula is a derivative of or has a similar chemical formula structure or function as such.

3.7.7 any **Malpractice**

3.7.8 any liability, arising out of or related to, or in any way involving, either directly or indirectly:

(a) any coronavirus disease (COVID-19);

(b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

(c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2;

(d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above;

(e) any action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above.

SECTION 4. EMPLOYERS' LIABILITY

4.1 **OPERATIVE CLAUSE**

In consideration of the premium paid and subject to the terms and conditions of this **Policy Newline** agrees to indemnify the **Insured** for all sums which the **Insured** becomes legally liable to pay as **Damages** (including claimants' costs and expenses) and **Legal Costs** in respect of Injury sustained by an **Employee** arising out of and in the course of his/her employment or engagement with the **Insured** in connection with the **Business** of the **Insured** and caused during the **Period of Insurance**, except that where such employment is undertaken outside the United Kingdom the **Employee** must be:

4.1.1 ordinarily resident within the United Kingdom at the time the **Injury** is caused; and

4.1.2 intending to return to the United Kingdom following completion of the temporary overseas employment, and the temporary overseas employment outside the United Kingdom is not intended or planned to exceed twelve (12) months duration.

4.2. **LIMIT OF INDEMNITY**

The **Newline's** total liability to pay compensation (including claimants' costs and expenses) and **Legal Costs** arising from all **Claims** made against the **Insured** during the **Period of Insurance** shall not exceed the Limit of Indemnity stated in the **Schedule**.

4.3. **LEGAL COSTS**

Following any **Claim** or Circumstance which is or may be the subject of indemnity under this **Policy** the **Newline** agrees to indemnify the **Insured** for **Legal Costs** which will form part of and not to be in addition to the Limit of Indemnity stated in the **Schedule**.

4.4 **EMPLOYERS LIABILITY COMPULSORY INSURANCE**

The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employee**s in the United Kingdom but the **Insured** agrees to repay **Newline** all sums paid by Newline which **Newline** would not have been liable to pay but for the provisions of such law or statute.

4.5 **EMPLOYERS LIABILITY TRACING OFFICE (ELTO)**

Certain information relating to this Insurance **Policy** including, without limitation, the **Policy** number(s), **Employee** names and address (including subsidiaries and relevant changes of name), coverage dates, **Employee** reference numbers as provided by Her Majesty's Revenue and Customs and Companies House reference numbers (if relevant), will be provided to the Employment Liability Tracing Office and added to an electronic database.

By entering into this Insurance **Policy** the **Insured** will be deemed to specifically consent to the use of the **Insureds** Insurance **Policy** data in this way and for these purposes.

4.6 **CHOICE OF LAW**

The indemnity granted by this **Policy** shall only apply to judgements against the **Insured** in the Courts of Law of the United Kingdom and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

SPECIFIC EXCLUSIONS TO SECTION 4

This Section does not cover liability for **Claims**:

4.7 Arising out of Employment Practices Dispute:

4.7.1 a dispute between an Employer/Prospective Employer and **Employee**/Prospective **Employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from and Employment Tribunal as provided by the Employment Rights Act 1986; or

4.7.2 a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;

and which is or is capable of being **insured** under a generally available Employment Practices Liability Insurance **Policy** but with this exclusion shall not apply in respect of compensatory **Damages** for Injury required by the **Employers** Liability (Compulsory Insurance) Regulations 1998.

4.8 For injury sustained by an **Employee** when the **Employee** is being carried in or upon a vehicle, or entering or getting onto or alighting from a vehicle in circumstances where Insurance or security is required to be effected by the **Insured** to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or an alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other Territory consequent on

the Third Council Directive 90/232/EEC of 14/05/1990 relating to Insurance against civil liability in respect of the use of motor vehicles.

4.9 For Workman's Compensation or Social Security Payment for any **Claims** arising out of Injury that are payable by reasons of any Workman's Compensation Scheme, Social Security Scheme or similar Insurance Scheme arising in connection with, from or due to employment

but this exclusion will not apply to payments required to be made to the Compensation Recovery Unit or its successor.

4.10 Any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

4.10.1 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

4.10.2 any act of terrorism.

For the purpose 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.

This exclusion also excludes loss, damage, **Bodily Injury**, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

If **Newline** allege that by reason of this exclusion any loss, damage, **Bodily Injury**, cost or expense is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

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

This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one claim or series of claims arising from one **Occurrence**.

4.11 Any **Bodily Injury** to or death illness or disease of any **Person Employed** arising from:-

4.11.1 any coronavirus disease (COVID-19);

4.11.2 any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

4.11.3 any mutant, derivative or variation of COVID-19 or SARS-CoV-2;

4.11.4 any fear or threat, whether actual or perceived, of 4.11.1, 4.11.2, or 4.11.3 above;

4.11.5 any action taken to control, prevent, suppress, mitigate or in any way relating to any of 4.11.1, 4.11.2, or 4.11.3 above.

This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one claim or series of claims arising from one **Occurrence.**

SPECIFIC EXTENSIONS TO SECTION 4

4.12 **CONTRACTUAL LIABILITY**

Where any contract or agreement entered into by the **Insured** so requires **Newline** will:

4.12.1 indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement but only so far as concerns liability as defined in this **Policy** to **Employee**s of the **Insured**; and

4.12.2 waive rights of subrogation against any party specified in the contract or agreement;

provided that the **Insured** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this **Policy** so far as they can apply.

4.13 **OFFSHORE ACTIVITIES**

The indemnity under this **Policy** will cover liability to an **Employee** for Injury caused by visits, work or activities undertaken offshore provided that the Limit of Indemnity under this **Policy** will not exceed GBP 5,000,000 in respect of:

4.13.1 any one **Claim** against the **Insured** or series of **Claims** against the **Insured**; and

4.13.2 any **Claim** or series of **Claims** made by the **Insured** under this **Policy**; and
4.13.3 arising out of one **Occurrence**.

4.14 **UNSATISFIED COURT JUDGEMENTS**

In the event of a judgement for **Damage** being obtained:

4.14.1 by an **Employee**, or the personal representative of any **Employee**, in respect of Injury to such **Employee** that arises out of and in the course of his employment by the **Insured** in the **Business**, against any person operating from premises in the United Kingdom;
4.14.2 which remains unsatisfied in whole or in part six (6) months after the date of such judgement;
4.14.3 in any court of law except a court operating under the laws of North America;

At the **Insured's** request, **Newline** will pay the amount of **Damages** or costs awarded to the **Employee** or the personal representatives of the **Employee** to the extent that they remain unsatisfied provided that:

(i) there is no appeal outstanding; and
(ii) the judgement related to Injury which would otherwise be indemnified by the **Policy**; and
(iii) **Newline** will be entitled to take over and prosecute for its own benefit any **Claim** against any other person and the **Insured**, the **Employee** or the personal representatives of the **Employee** will give **Newline** all the information and assistance **Newline** may require.

4.15 COURT ATTENDANCE COSTS

The **Underwriters** shall indemnify the **Policyholder** against costs and expenses incurred in attending any court proceedings concerning any claim or liability in respect of which the **Policyholder** is entitled to indemnity under this **Policy**. This extension shall be subject to a sub-limit of GBP 500 in respect of all proceedings arising out of any one claim or any one series of claims attributable to one source or original cause, which sum shall be part of and not in addition to the **Limit of Indemnity**.

SECTION 5. CLAIMS CONDITIONS

5.1 It is a **Condition Precedent** to the right of the **Insured** to be indemnified under this **Policy** that the **Insured** shall as soon as possible and, in any event within thirty (30) days of receipt or before the end of the **Period of Insurance**, whichever is earlier, give written notice to **Underwriters** of:

5.1.1 any **Claim** first made against the **Insured** during the **Period of Insurance**; and
5.1.2 any official investigation, examination, inquiry or other proceedings, coroner's inquest, prosecution or disciplinary proceedings first notified to **Underwriters** during the **Period of Insurance.**

5.2 The **Insured** shall as soon as possible and, in any event within thirty (30) days of the **Insured** first becoming aware, give written notice to **Underwriters** of: (a) any circumstances which may give rise to a **Claim** for **Malpractice** under Section 1 (**MALPRACTICE LIABILITY**) and Section 3 (**PRODUCTS LIABILITY**) of this **Policy**; and (b) any circumstance which may give rise to a **Claim** for **Bodily Injury**, **Property Damage** or **Other Contingencies** under Section 2 (**PUBLIC LIABILITY**) of this **Policy**. If during the **Period of Insurance**, the **Insured** gives written notice to **Underwriters** in accordance with this clause, any **Claim** subsequently made against the **Insured** arising out of the notified circumstances shall be deemed to have been first made against the **Insured** during the **Period of Insurance**.

5.3 Notice of a **Claim** or circumstance(s) shall be made in writing and delivered by email or post to **underwriters'** address stated on page 2 and provide full details of all material facts of which the **Insured** is aware, including: (i) the date, time and place of the **Claim** or circumstance(s); (ii) a detailed description of what happened; (iii) the name and address of the injured party; (iv) the names and addresses of all witnesses; and (v) copies of any demand, notice or legal papers received in connection with the **Claim** or circumstance(s).

5.4 The **Insured** shall, at all times, provide such information, assistance, signed statements or depositions as **Underwriters**, or their appointed representatives, may require to conduct the investigation, defence or settlement of any **Claim** or circumstance(s). The **Insured** shall, at all times, assist in the defence of any **Claim** without charge to **Underwriters**.

5.5 The **Insured** shall not settle any **Claim**, incur any **Defence Costs**, make any admission, offer, promise or payment or assume any contractual obligation with respect to any **Claim** without **Underwriters'** prior written consent. **Underwriters** shall not be liable for any settlement, **Defence Costs**, admission, offer, promise or payment or assumed obligation to which it has not consented.

5.6 **Underwriters** shall be entitled, but not obliged, to take over at any time and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any proceedings. In any such matter, **Underwriters** shall have sole discretion in the conduct of any proceedings.

5.7 The **Insured** shall not be required to contest any legal proceedings unless a Queen's Counsel of not less than fifteen (15) years call (to be selected by **Underwriters** after consultation with the **Insured**) should advise that such proceedings can be contested with a reasonable prospect of success.

5.8 The **Insured** shall, at all times, maintain accurate and descriptive records of all Professional services and equipment used in Procedures which shall be available for inspection and use by **Underwriters** or their duly appointed representatives. These records shall be retained for a period of at least ten (10) years from the date of **Treatment** or **Therapy**.

5.9 In connection with any **Claim** against the **Insured**, **Underwriters** may at any time pay to the **Insured** the Limit of Liability under the applicable section of this **Policy** or any lesser amount for which such **Claim** can be settled and relinquish the control of such **Claim** and have no further liability in connection with that **Claim**.

5.10 **Underwriters** shall not be liable to pay any **Claim**, judgement, award or **Defence Costs** or to undertake or continue in the defence of any suit or proceeding after the Limit of Liability has been exhausted by payment or agreement to pay any **Claim**, judgement, award, settlement and **Defence Costs**. In such a case, **Underwriters** shall have the right to withdraw from the further defence thereof by tendering control of the said defence to the **Insured**.

5.11 If this **Policy** and any other **Policy** issued to the **Insured** by the **Underwriters** or any of its affiliated companies apply to the same **Claim**, the limit of liability that applies to that **Claim** shall not exceed the highest applicable limit.

SECTION 6. GENERAL EXCLUSIONS:

This **Policy** does not indemnify the **Insured** against any loss, liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

6.1 **PRIOR CLAIMS/CIRCUMSTANCES, OCCURRENCES**
any **Claim**, circumstances or **Occurrence** which any **Insured** knew or should have reasonably foreseen may give rise to a **Claim**, of which the **Insured** was, or should have been, aware prior to the commencement of the **Period of Insurance**.

6.2 **RETROACTIVE DATE**
any **Malpractice**, circumstances, events, acts, errors, omissions or **Occurrence** occurring, or alleged to have occurred, prior to the **Retroactive Date**.

6.3 **CLINICAL TRIALS/RESEARCH PROJECTS**
any clinical trial or research project.

6.4 **FINES, PENALTIES AD PUNITIVE DAMAGES**
any:
6.4.1 fines or penalties of any kind.
6.4.2 punitive, exemplary, aggravated, treble, liquidated, non-compensatory or multiple **Damages**.

6.5 **FRAUD/DISHONESTY**
any:
6.5.1 dishonest, fraudulent, criminal or malicious act, error or omission of any **Insured** or a consultant, sub-contractor or agent of any **Insured**.
6.5.2 dishonest failure on the part of any **Insured** to account for property belonging to another person.

6.6 **ACTS OF VIOLATION OF LAW OR ORDINANCE**
any act in violation of a law or ordinance.

6.7 **CONTRACTUAL UNDERTAKINGS**
any liability assumed by any **Insured** by way of contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity, unless such liability would have attached to the **Insured** in the absence of such contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity.

6.8 T**RADING DEBTS/BANKRUPTCY**
any:
6.8.1 trading or personal debt or loss of any **Insured** (including, but not limited to, any tax liability due or payable by any **Insured** or any fees, costs or expenses connected therewith) or any guarantee given by any **Insured** for any debt or legal obligation to refund any fee charged to a client.
6.8.2 insolvency, bankruptcy, administration or receivership of any **Insured**.
6.8.3 **Claim** or demand by a liquidator, administrator or trustee in bankruptcy to account for any preferential payment or to make any payment in respect of a void or voidable transaction.

6.9 **CHARGES OF ANY INSURED**
any **Claim** or demand that any **Insured** refund, account for or pay **Damages** calculated by reference to any fee, costs, charge, brokerage, commission, over-rider or disbursement charged or incurred by any **Insured**.

6.10 **DIRECTORS' AND OFFICERS' LIABILITY/TRUSTEE LIABILITY**
any **Insured** acting as a Director, Secretary or Officer of the **Insured** or as a Trustee, where such **Claim** is made solely by reason of his holding that position and having acted in that capacity.

6.11 **VEHICLES/VESSELS/AIRCRAFT/WATERCRAFT**
any ownership, possession, maintenance or use by or on behalf of the **Insured** of any:

6.11.1 aircraft or other aerial device;
6.11.2 vessel or craft;
6.11.3 hovercraft;
6.11.4 mechanically propelled vehicle in respect of which Insurance or security is necessary to meet the requirements of road traffic legislation. This exclusion 7.12.4 shall not apply to any liability or **Claim** caused by:

(i) the use of plant as a tool of trade; or
(ii) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance **Policy** (or would be provided by such **Policy** if this **Policy** did not exist) or where **Insurance** or security is required by law.

6.12 **POLLUTION**

any:

6.13.1 actual or alleged presence, imminent or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants** at any time.

6.13.2 direction or request to test for, inspect, monitor, clean-up remove, contain, treat, rectify, detoxify or neutralise **Pollutants** or in any way respond to or assess the effects of **Pollutants**.

6.13 **ASBESTOS**

any existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos fibres, asbestos dust, asbestos **Products** and/or any **Products** or materials containing asbestos, other than in the provision of medical services for an asbestos related injury or disease.

6.14 **CLINICAL WASTE**

any clinical waste that has not been disposed of by an appropriately qualified waste disposal contractor.

6.15 **NUCLEAR RISKS**

any:

6.16.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear material from the combustion of nuclear fuel.

6.16.2 radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion shall not apply to any **Claim** relating to the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures and away from the place where such substances are made.

6.16 **WAR/TERRORISM**

any:

6.17.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power.

6.17.2 strike, riot, civil commotion or labour disturbance.

6.17.3 **Act of Terrorism**.

6.17.4 action taken in controlling, preventing, suppressing or in any way relating to 6.17.1 and/or 6.17.3 above.

6.17 **INTOXICANTS/NARCOTICS**

any performance of a service while under the influence of intoxicants or narcotics.

6.18 **SPECIFIC MEDICAL CONDITIONS**

any:
- (a) Hepatitis
- (b) HTLV III
- (c) LAV
- (d) Acquired Immune Deficiency Syndrome
- (e) HIV
- (f) Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeld-Jakob Disease (yCJD) or new variant Creutzfeld-Jakob Disease (nvCJD) or any syndrome, condition or virus of similar kind to any of the foregoing howsoever it may be named or any mutation, derivative or variation therefore.

6.19 **DISCRIMINATION**

any form of discrimination or humiliation, including on the grounds of age, race, sex, sexual orientation, religion or ethnic origin.

6.20 **SEXUAL MISCONDUCT**

Any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination, whether or not under the guise or in the course of **Therapy** or **Treatment**.

6.21 **RELATED/ASSOCIATED ENTITIES**

any **Claim** by any **Insured** indemnified under this **Policy** to or against any other **Insured** indemnified under this **Policy**

This exclusion does not apply where the **Employee** is being treated as a Client.

6.22 **DATA PROTECTION**
any Data Protection legislation.

6.23 **INFORMATION TECHNOLOGY**
any:
6.24.1 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.
6.24.2 failure of any plan and/or machinery.
6.24.3 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.
6.24.4 business conducted and/or transacted via the internet, extranet and/or via the **Insured's** own website, internet site, web address and/or via the transmission of electronic mail or **Documents** by electronic means. Clause 6.24.4 shall not apply if the **Insured** can prove, to **Newline's** reasonable satisfaction, that the liability to the **Insured** would have attached in the absence of the fact that the business was conducted and/or transmitted via the internet, intranet, extranet and/or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or **Documents** by electronic means.
6.24.5 defect or defective workmanship in the installation, repair or maintenance of any computer or other electronic equipment or system or computer hardware or software.

6.24 **LIBEL/SLANDER/DEFAMATION**
any libel, slander or defamation.

6.25 **UNITED STATES OR AMERICA/CANADA**
any **Claim**, judgement, award or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or any dependencies, protectorates or trust territories thereof) or any order made anywhere in the world to enforce such judgement, award or settlement, either in whole or in part.

6.26 **TERRITORIAL AND JURISDICTIONAL LIMITS**
any:
6.27.1 **Malpractice** committed outside the **Territorial Limits**.
6.27.2 **Claim** brought in any courts outside the **Jurisdictional Limits**.
6.27.3 **Claim** brought about in a court of law within the **Jurisdictional Limits** to enforce a judgement or an order made outside the **Jurisdictional Limits**.
6.27.4 **Occurrence** outside the **Territorial Limits**.

6.27 **SUBSTANCES AND MATERIALS**
any:
6.28.1 Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons.
6.28.2 Chromated Copper Arsenate (CCA).
6.28.3 Electromagnetic Fields (EMFs), however, this shall not apply to any **Bodily Injury** caused where the use of an Electromagnetic Field is part of a **Treatment** or **Therapy** as stated in the **Schedule**.
6.28.4 Latex and/or Latex protein and/or Latex derivatives and/or Latex substances (howsoever these are named, identified, described or classified).
6.28.5 Lead.
6.28.6 Methyl Tertiary Butyl Ether (MTBE).
6.28.7 mould, toxic mould, fungi or bacteria on, within or arising from any building, structure or site.
6.28.8 Polychlorinated Biphenyls (PCBs), also known as Askarels, including Polychlorinated Biphenyl generated Dibeneofurans and Dioxins or any Polychlorinated Biphenyls-containing product or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal of any such product or material.
6.28.9 product containing silicon or silicone which is in any form implanted or injected in the body.
6.28.10 tobacco or any tobacco **Products** (or ingredients thereof).
6.28.11 Formaldehyde.

6.28 **UNREASONABLE FORCE**
any **Bodily Injury**, **Property Damage** or **Other Contingencies** expected or intended from the standpoint of the **Insured**, except when such **Bodily Injury**, **Property Damage** or **Other Contingencies** arise solely from the use of reasonable force for the purpose of protecting persons or property.

6.29 **LOSS OF SHAREHOLDERS OR STOCKHOLDERS**
any loss sustained by shareholders or stockholders of the **Insured** in their capacities as such.

6.30 **INTENTIONALLY WRONGFUL ACTS AND FAILURE TO UNDERTAKE REASONABLE PRECAUTIONS** any:

6.30.1 intentionally wrongful, wilful or reckless act, omission or practice of any **Insured** (including intentional, wilful or reckless disregard of any statutory provisions, regulations or regulatory guidance).

6.30.2 failure by any **Insured** to take all reasonable steps and precautions to prevent any circumstance or event which may give rise to a loss, liability or **Claim**.

6.31 **MAKEUP AND/OR HAIRDRESSING**
any semi-permanent and/or permanent makeup and/or hairdressing other than Micro Pigmentation procedures offered by qualified Beauticians.

6.32 **THERAPY OR TREATMENT ON A MINOR** any **Therapy** or **Treatment** on a minor. For the purposes of this exclusion, a "minor" shall be any person under the age of sixteen (16) years. However, this exclusion shall not apply to the provision of complementary therapies to a minor aged under sixteen (16) subject to the parent(s) or guardian(s) providing valid consent to treatment and being present at all times whilst such **Therapies** are being administered by the **Insured.** It is further agreed that this exclusion shall not apply in instances where Gillick competence has been established by an Osteopath or Chiropractor prior to treatment.

6.33 **MANUFACTURERS' RECOMMENDATIONS**
any failure to follow the manufacturers' recommendations with respect to any equipment of any product.

6.34 **OPIOID EXCLUSION**
any liability, claim, loss, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

6.34.1 any actual or alleged, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any:

a. opioid or narcotic drug, opioid or narcotic medication, opioid or narcotic substance, or opioid receptor antagonist or partial antagonist of any type, nature or kind including, but not limited to, codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, naltrexone or naloxone; or

b. controlled substance under the Controlled Substance Act or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;

6.34.2 any actual or alleged failure or inadequacy of any control or monitoring required to prevent or report suspicious behavior relating to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in 1. above including, but not limited to, any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;

6.34.3 any actual or alleged failure to warn or inadequacy of any warnings, labels or instructions related to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in 1. above;

6.34.4 any advertisements, warranties, representations, literature, marketing or informational materials related to any substance referenced in 1. above;

6.34.5 any actual or alleged failure or inadequacy of any controls, practices or procedures related to the marketing, sale, storage, safeguarding and distribution of any substance referenced in 6.36.1. above.

6.34.6 any misleading, unfair or deceptive conduct with respect to any substance referenced in 6.36.1. above.

However, this exclusion does not apply to any liability arising out of a **Defect in Manufacturing**.

Defect in Manufacturing shall mean a deficiency, inadequacy or dangerous condition in the **Insured's Product(s)** and/or **Your Product** caused by an error in the manufacturing process of the **Product** and/or **Your Product.**"

6.35 **NITROSAMINE AND N,N-DIMETHYLFORMAMIDE EXCLUSION**

This policy excludes any bodily injury, property damage, liability, legal obligation, claims, damages, loss, costs, defence expenses, claim expenses or other expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving Nitrosamines (and / or derivatives thereof) or N,N-Dimethylformamide (and / or derivatives thereof).

6.36 **CRIMINAL ACTS/ACTS IN VIOLATION OF LAW OR REGULATION**

any actual or alleged criminal act, error or omission or any act, error or omission committed in violation of any law or regulation.

6.37 **SUBSTANCE ABUSE**

the **INSURED**, or any other person for whom the **INSURED** is vicariously liable, being under the influence of intoxicants or narcotics.

6.38 **MEDICAL INSTITUTIONS**

any ownership, maintenance or operation of any hospital, nursing home, sanatorium, doctor, surgery, or similar institution.

6.39 **PROPERTY OWNERS' LIABILITY**

any defect in or use of any land, buildings or premises or part thereof owned, leased, rented or occupied by the **INSURED** other than stated in 2.7

6.40 **KNOWN CIRCUMSTANCES**

any acts, errors, omissions, incidents, events or circumstances occurring prior to the inception date of this **Policy** if, on that date, the **Insured** knew or ought to have known or could reasonably have foreseen that such acts, errors, omissions, incidents, events or circumstances may give rise to a **CLAIM**.

6.41 **OTHER INDEMNITY**

any **Claim** which is the subject of indemnity or assistance provided by any Medical Defence Organisation or Insurer or would be covered by "Crown Indemnity" or its equivalent.

6.42 **NON-REGISTERED PRACTITIONERS**

any medical and clinical services performed by persons without any qualification, licence or registration required by any law or regulation.

6.43 **PRODUCTS EFFICACY**

any:

6.43.1 failure of any goods or products (or any part thereof) to fulfil the use, function or purpose for which they were designed.

6.43.2 failure of any goods or products (or any part thereof) to meet the level of performance, quality, fitness or durability specified, promised, represented, warranted or guaranteed.

6.43.3 failure of any goods or products (or any part thereof) to achieve the results or appearance specified, promised, represented, warranted or guaranteed.

6.44 **RELATED/ASSOCIATED PERSONS**

any matter brought or maintained by or on behalf of, or any act, error or omission committed, or alleged to have been committed, by any:

6.45.1 person or entity having a financial, executive or controlling interest in the **Insured's Business**.

6.45.2 relative of the **Insured.**

6.45.3 partner in a partnership of which the **Insured** is also a partner.

6.45.4 shareholder or director in a company of which the **Insured** is also a shareholder or director.

6.45.5 **e**mployee or agent of such partnership or company, except to the extent the **Insured** is vicariously liable for such person

6.45 **LACK OF CONSENT**

any **Treatment** performed by the **INSURED** without the informed written consent of each third party being obtained by the **INSURED** prior to the commencement of such treatment.

Treatment shall mean Medical care given to a patient for an illness or injury.

6.46 **PATENT/COPYRIGHT INFRINGEMENT**

any **Occurrences** arising out of passing off or infringement of patent, copyright, trade mark or trade name

SECTION 7. WARRANTIES

7.1 PROFESSIONAL INSTRUMENTS WARRANTY

The **Insured** warrants that all instruments used, or intended for use, in contact with skin tissue or to penetrate skin tissue or used or intended for use, in contact with bodily fluid are:

7.1.1 stored, handled and used in accordance with the manufacturer(s) instructions; and
7.1.2 where approved by the manufacturer(s) and the Department of Health or equivalent to be used more than once, sterilised prior to such use using sterilising apparatus specifically approved by the manufacturer(s) in accordance with such manufacturer(s) instructions, recommendations and/or guidelines and in accordance with the guidelines of the Department of Health or equivalent.

In the event this warranty is breached, the **Policy** shall be automatically discharged as from the date of the breach and **Insurer** shall have no further liability obligations under this **Policy**.

SECTION 8. GENERAL CONDITIONS

8.1 **THE CONTRACT**

This **Policy** and the **Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear. The **Insured** confirms that it is aware of and has complied with the duty of fair presentation under the Insurance Act 2015.

8.2 **CANCELLATION**

This **Policy** may be cancelled:

8.2.1 at any time by **Newline** giving thirty (30) days written notice to the **Insured**; and
8.2.2 at any time by the **Insured** giving thirty (30) days written notice to **Newline.**

8.3 **OTHER INSURANCE**

The **Insured** agrees to give **Newline** written details of any other Insurance it has which may indemnify or partially indemnify the **Insured** against a **Claim**.

The Insurance afforded under this **Policy** is **Excess** over and reduced by any other valid and collectable Insurance available to the **Insured** and **Newline** shall not be liable to indemnify the **Insured** in respect of any **Claim** and **Defence Costs** until such other Insurance is exhausted. Valid and collectable Insurance includes a self- insurance plan which would be applicable to the loss.

8.4 **ACQUISITION OR CREATION OF NEW ENTITY**

If, after the inception of this **Policy**, the **Insured** acquires or creates a new entity, it will be covered from the date it is acquired if the following conditions are met:

8.4.1 **Newline** receives written notice within ninety (90) days of its formation or acquisition;
8.4.2 it meets **Newline's** underwriting requirements; and
8.4.3 any additional premium **Newline** requires is paid.

8.5 **MORE THAN ONE INSURED**

Where there is more than one **Insured**, this **Policy** shall apply to each **Insured** as though a separate **Policy** had been issued to each, provided that the total liability of **Newline** shall not exceed the **Limit of Liability** under the relevant section of the **Policy**.

8.6 **ASSIGNMENT**

No change in or modification to the terms or the assignment of interest under this **Policy** shall be effective, except when made by written endorsement to this **Policy** and signed by an authorised **Employee** of **Newline**.

8.7 **REASONABLE STEPS AND PRECAUTIONS**

The **Insured** shall take all reasonable steps and precautions to prevent any circumstances or events which may give rise to liability under this **Policy**. This includes ensuring to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery the **Insured** shall cause any defect or danger to be made good or remedied while in the meantime causing such additional precautions to be taken as the circumstances may require.

8.8 **SUBROGATION**

8.8.1 In the event of any payment or indemnity being made or provided under this **Policy**, **Newline** shall be subrogated to the extent of such payment to all the **Insured's** right of recovery, indemnity or contribution against any third party.
8.8.2 The **Insured** shall not surrender any right or settle any **Claim** arising from any such right of recovery, indemnity of contribution and shall execute all papers required and do everything necessary within its power to secure such rights.
8.8.3 The **Insured** shall, at its own expense, co-operate fully with **Newline** in the pursuit of any subrogated **Claim** and shall provide such assistance, **Documents** and access to premises as **Newline** shall request.
8.8.4 If **Newline** makes a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:
(a) firstly, to reimbursement of any outlay or anticipated outlay of **Newline** (including payments made to indemnify the **Insured**, costs and disbursements);
(b) secondly, to reimbursement of uninsured losses of the **Insured**; and
(c) thirdly, to reimbursement of the liability of the **Insured** in respect of the **Excess**.

8.9 **ALTERATION OF RISK**

The **Insured** agrees that all statements, particulars and **Documents** referred to or contained in the **Proposal** are true, during the **Period of Insurance** the **Insured** shall give written notice to **Newline**, as soon as practicable, of any alteration which materially affects the risk and shall agree to pay any additional

premium that may be required. Failure to pay the additional premium shall entitle **Insurer** to cancel the **Policy** in accordance with Clause 8.2.

8.10 **CHANGE IN CONTROL**
If during the **Period of Insurance**:

8.10.1 more than 50% of the **Insured's** Directors resign or are removed from the office within any ninety (90) day period; or
8.10.2 any person, whether or not an existing shareholder, acquires a **Controlling Interest** in the **Insured**, this **Policy** shall be restricted (unless **Newline** agrees in writing to the contrary) so as to apply only to acts, errors, omissions, circumstances or events committed or occurring prior to the date of the first of such resignations or removals or such change of control.

8.11 **FRAUDULENT CLAIMS**
If any **Claim** under this **Policy** shall be in respect fraudulent or dishonest, or if any fraudulent means or devices are used in the making of such a **Claim**, all benefits under this **Policy** shall be forfeited and **Newline** shall be entitled to refuse to indemnify and **Insured** in respect of any **Claim** or **Defence Costs.**

8.12 **DATA PROTECTION LEGISLATION**
Any information provided to **Newline** regarding the **Insured** will be processed in compliance with the provisions of the relevant **Data Protection** legislation for the purpose of providing Insurance and handling **Claims**, if any, which may necessitate providing such information to third parties.

8.13 **WAIVER, VARIATION AND ASSIGNMENT**
8.13.1 No provision of this **Policy** may be waived or varied, save by an endorsement issued and agreed by **Newline**. Notice given to any agent of the **Insured** or of **Newline** or knowledge possessed by any such agent or any other personal shall not be held to effect a waiver or change in any part of this **Policy**.
8.13.2 No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of **Newline**.

8.14 **UNENFORCEABLE/VOID PROVISIONS**
If any clause of this **Policy** shall be struck in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

8.15 **GOVERNING LAW AND JURISDICTION**
Unless otherwise stated on the **Schedule**, this **Policy** shall be governed by and construed in accordance with English Law and disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the Court of England and Wales.

8.16 **GEOGRAPHICAL LIMITS**
Unless otherwise stated this **Policy** shall not be liable for any work or activities undertaken by the I**nsured**, or any other person for whom the **Insured** is vicariously liable, outside the geographical limits.

8.17 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
Any person who is not a party to this **Policy** has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this **Policy**. This condition does not affect the right or remedy which exists or would be available but for the operation of that Act.

8.18 **PREMIUM PAYMENT**
8.17.1 The **Insured** undertakes that the premium due under this **Policy** shall be paid to **Newline** in full within sixty (60) days of the commencement of the **Period of Insurance**.
8.17.2 If the premium has not been paid to **Newline** in full within sixty (60) days of the commencement of the **Period of Insurance**, **Newline** shall have the right to cancel this **Policy** by giving fifteen (15) days written notice to the **Insured**.
8.17.3 If the premium is paid to **Newline** in full before the expiration of the notice period specified in Clause 8.17.2, the notice of cancellation shall be automatically withdrawn. If not, this **Policy** shall automatically terminate at the end of the notice period.

8.19 Where any **Claim** arises from an **Occurrence** outside the United Kingdom, Northern Ireland, The Channel Islands, The Isle of Man or Ireland:

8.19.1 The **Insured** will be required to handle the defence and investigation of any **Claim** where Newline are by law or circumstances prevented from indemnifying the **Insured** locally.
8.19.2 The **Insurer** will indemnify the **Insured** in Great Britain, Northern Ireland, The Channel Islands, The Isle of Man or Ireland in respect of any **Claim** where **Newline** are by law or circumstance

prevented from indemnifying the **Insured** locally.

8.20 **INDEMNITY TO PRINCIPAL**

As far as is necessary to meet the requirements of any contract or agreement entered into by the **Insured** with any Principal the Company will at the request of the **Insured** treat the Principal as though he were also the **Insured** but only in respect of liability (as provided herein) arising out of the performance of such contract by the **Insured** in connection with the **Business** provided that the Principal shall observe fulfil and be subject to the terms of this **Policy** insofar as they apply.

8.21 **CROSS LIABILITIES**

Where there is more than one **Insured** this **Policy** shall apply to each **Insured** as though a separate **Policy** had been issued to each provided always that the total liability of the Company shall not xceed the Limits of Indemnity.

8.22 **NOTIFICATION OF EVENT / CLAIMS NOTIFICATION**

If during **any period of Insurance** the **Insured** shall give written notice to the Company in accordance with Section (5) of any specific event which the Company accept may give rise to a **Claim** any **Claim** which may subsequently be made against the **Insured** arising out of that event shall be deemed to have been first made against the **Insured** during the said **Period of Insurance** regardless of when such **Claim** may actually be made.

8.23 **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover payment of such **Claim** or provision of such benefit would expose that (re)insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of Great Britain, the European Union European Economic Area (EEA) or United States of America.

SECTION 9. BUSINESS EQUIPMENT – ENDORSEMENT

9.1 This endorsement attaches to and forms part of the **Policy.**

9.2 All terms marked in bold in this endorsement shall have the same meaning as those marked in bold in the **Policy**.

9.3 If, during the **Period of Insurance**, the **Insured's Business Equipment** (or any part thereof) is accidentally lost, destroyed or **Damaged** whilst within, or in transit between, the European Union, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland, **Underwriters'** will pay to the **Insured** the value of the **Business Equipment** at the time of the happening of the loss or destruction or the amount of such **Damage** or, at **Underwriters'** option reinstate or replace such **Business Equipment** (or any part thereof).

9.4 **LIMIT OF LIABILITY**

9.4.1 the most **Newline** will pay in respect of any one item of **Business Equipment** lost, destroyed or **Damaged** during the **Period of Insurance** is GPB 1,000.

9.4.2 the most **Newline** will pay in respect of all items of **Business Equipment** lost, destroyed or **Damaged** during the **Period of Insurance** is GBP 5,000 in the annual aggregate

9.4.3 **Deductible:** GBP 250 each and every **Claim** (inclusive of **Legal Costs**).

9.5 **SPECIFIC EXCLUSIONS**

9.5.1 **Newline** shall not be liable to indemnify the **Insured** under this endorsement against any loss, destruction, **Damage**, liability or **Claim** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

9.5.2 (a) wear, tear, moth, vermin, mould, mildew, atmospheric or climatic conditions or any gradually occurring 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 currency;

(e) mechanical or electrical breakdown or derangement.

9.5.3 Any breakage of electrical valves, bulbs or tubes, unless forming part of the **Business Equipment** and fixed therein and happening as the result of loss, destruction of or **Damage** to such **Business Equipment**.

9.5.4 the contents of **Business Equipment**, unless agreed by **Newline** in writing in advance.

9.5.5 any depreciation, contamination, consequential loss or consequential **Damage** of any kind or description.

9.5.6 the amount of the **Excess**.

9.5.7 any electrical plant or apparatus caused by self-ignition. This exclusion shall only apply to that part of the electrical plant or apparatus in which self-ignition occurs.

9.5.8 any mobile phones.

9.9.9 electrical equipment used predominantly for Personal use by the **Insured**.

9.5.10 any theft or attempted theft of **Business Equipment** 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 **Business Equipment** is stored in the vehicle overnight, the **Business Equipment** must be kept out of sight and within a locked boot or compartment.

9.5.11 any theft or attempted theft of **Business Equipment** whilst such **Business Equipment** is in a building away from the **Insured's Business** premises, unless such **Business Equipment** 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.

9.6 **ADDITIONAL DEFINITIONS**

9.6.1 It is understood and agreed that the following definitions apply to this endorsement:

9.6.2 **Business Equipment** shall mean any equipment and/or **Products** owned and predominantly used by the **Insured** in the conduct of the **Insured's Business** as a **Therapist** in respect of the **Therapies** and **Treatments** listed in the **Schedule**.

9.6.3 **Excess** shall mean the amount of GBP 250 for which the **Insured** is responsible. The **Insured** agrees to pay each **Excess** amount due within thirty (30) days of the date of the written request for such payment. If the **Excess** is not paid when due, the **Policy** will be cancelled. **Newline** shall give ten (10) days advance written notice of cancellation.

9.7 **ADDITIONAL CLAIMS CONDITIONS**

9.7.1 On the discovery of any circumstances, **Occurrence** or event which may give rise to a **Claim** under this endorsement, the **Insured** shall:

9.7.2 give immediate notice in writing to the **Newline**.

9.7.3 give immediate notice the Police Authority in respect of loss, destruction or **Damage** caused by malicious persons and take all reasonable steps to discover the malicious person and recover the **Business Equipment** lost.

9.7.4 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**.

9.7.5 within thirty (30) days after the circumstance, **Occurrence** or event or such further time as **Newline** may allow, at his own expense, delivery to **Newline**:

(a) full information in writing of the **Claim**;

(b) details of any other **Insurance** relating to the **Claim**;

(c) 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; and

(d) if demanded, a statutory declaration of the truth of the **Claim** and of any matter connected with it.

9.7.6 If **Newline** elects or becomes bound to reinstate or replace any **Business Equipment** the **Insured** shall, at its own expense, produce and give to **Newline** all such plans, **Documents**, books and information as **Newline** may reasonably require. **Newline** shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner and shall not, in any case, be bound to expend more than the **Limit of Liability** under this endorsement.

9.7.7 upon payment of any **Claim** (other than for repair), any **Business Equipment** in respect of which payment is made shall belong to **Newline**. The **Insured** shall give to **Newline** all reasonable assistance in taking possession of such **Business Equipment**, but shall not be entitled to abandon any **Business Equipment** to **Newline**.

9.7.8 The **Insured** shall, at **Newline'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 **Newline** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **Newline** shall be or would become entitled or subrogated upon **Newline** paying for or making good any loss or **Damage** under this endorsement, whether such acts and things shall be or become necessary or required before or after **Newline indemnifies the Insured.**

9.8 **CONDITION PRECEDENT MINIMUM STANDARD OF SECURITY**

9.8.1 it is a **Condition Precedent** to **Newline's** liability under this endorsement that the **Insured** shall have implemented the following security measures at the **Insured's Business** premises:

9.8.2 the final exit door of the **Insured's Business** premises be fitted with a mortice 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.

9.8.3 all other external doors and all internal doors giving access to any part of the building not occupied by the **Insured** for the purpose of the **Insured's Business** be fitted with either:

(a) a mortice 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

(b) two key operated security bolts for doors, one fitted approximately 30 cms from the top of the door and the other 30cms from the bottom.

9.8.4 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 sold steel bars, grilles, lockable gates, expanded metal or weld mesh.

9.8.5 Any door or window officially designated as a fire exist by the fire authority is excluded from these requirements.

All other terms, conditions, limitations and exclusions of the **Policy** remain unaltered.

SECTION 10. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA RELATED LIABILITY EXCLUSION ENDORSEMENT WITH BODILY INJURY AND PROPERTY DAMAGE WRITE-BACK ENDORSEMENT

10.1 This endorsement attaches to and forms part of this declaration

10.2 All terms in bold in this endorsement shall have the same meaning as those terms marked in bold In the **Policy**.

10.3 The **Policy** shall be amended by the addition of the following General Exclusion:

The Insurer shall not be liable to indemnify the **Insured** in respect of any liability, claim, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information;

b. any loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate **Electronic Data**; or

c. any use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

This exclusion shall not operate to exclude losses which would otherwise be covered in respect of the **Insured's** liability for **Bodily Injury** or **Property Damage** arising directly from the **Insured's** computer system(s) or computer software being compromised by the malicious acts of a third party.

Notwithstanding anything to the contrary contained within this endorsement including the above write back, the **Policy** does not apply to and no coverage is provided for any notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any similar loss, cost or expense incurred by the **Insured** or others.

10.3.1 For the purpose of this endorsement only, the following terms shall have the following meaning:

"**Bodily Injury**" shall mean personal injury, sickness, disease, death and false arrest but shall not mean or include mental injury, mental anguish, shock or the invasion of the right of privacy.

"**Electronic Data**" shall mean information, facts or programs stored as or on, created or used on or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Property Damage" shall mean accidental physical damage or destruction of material property of a third party but shall not mean or include **Electronic Data**.

All other terms and conditions of the **Policy** remain unchanged.

SECTION 11 - EXTENDED REPORTING PERIOD

Subject to all the terms and conditions of this Policy and this Extended Reporting Period clause, the Underwriters will indemnify the Policyholder or any applicable Insured in respect of any Claim first made in writing against the Policyholder or Insured and notified to the Underwriters during the Extended Reporting Period specified in this Endorsement

Provided that

(i) such Claim would have been admissible under this Policy had such Claim been made in accordance with the Insuring Agreement

(ii) the incident giving rise to such Claim occurred after the Retroactive Date and before the end of the Period of Insurance

(iii) such Claim shall for the purposes of this Policy be deemed to have been made on the last day of the Period of Insurance

(iv) the Extended Reporting Period shall not reinstate or increase the Limits of Indemnity or extend the Period of Insurance

(v) The Policyholder or any applicable Insured shall not purchase during the period of the Extended Reporting Period, an insurance cover which provides the same or substantially similar insurance cover to the scope of the insuring clauses and coverage extensions provided by this Policy, regardless of the limits of liability, sub-limits of liability, deductible or self-insured retention applicable to the new insurance cover unless specifically agreed by the Underwriters.

The Extended Reporting Period is Thirty Six (36) months from the end of the Period of Insurance.

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability that it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion to the total shown for the syndicate (that total itself being the total of proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address for each member is Lloyd's, One Lime Street, London EC3m 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportions of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a **Schedule** is to be appended to this contract to shown the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed

line". The signed lines shown in the **Schedule** will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
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FAIR PROCESSING NOTICE

We, **Newline Insurance Company Limited**, limit the collection, disclosure and use of personal information to only what is needed to properly produce business, quote, underwrite, service and administer our insurance and reinsurance products and / or to fulfil legal or regulatory requirements. The types of personal information we collect and how we use such information is set out in our Privacy Statement, which is available online via https://newlinegroup.com/privacy-statement/ (or in other formats upon request).
The way insurance works means that personal information provided to us may need to be shared with and used by a number of third parties in the insurance sector, including our group companies, agents, brokers, other insurers, reinsurers, loss adjusters, professional advisers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose personal information in connection with the insurance cover we provide to the extent required or permitted by law or regulation.

Other people's details you provide to us

Where you provide personal information to us (whether directly or indirectly), you must highlight this notice and our Privacy Statement to the individuals to whom the personal information relates and ensure that you have their consent to provide such information to us. Unless you tell us otherwise, we will assume that you have obtained their consent, this may impact our ability to provide cover.

Want more details?

For more information about how we use personal information, please see our Privacy Statement.

Contacting us and your rights

Subject to certain exceptions, individuals have the right to access, rectify and erase personal information we hold about them. To exercise any such rights, or raise any questions or concerns about the personal information we hold, please contact our Data Protection Officer at:

Newline Group
1 Fen Court
London
EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Data Protection Officer)

Fax: +44 (0)20 7090 1701
E-mail: DPO@newlinegroup.com

You may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office.