

UK Coaching Insurance

Policy Wording

Hiscox Insurance
Policy Schedule

This schedule tells you what is insured with us. It should be read carefully with your policy wording(s) and statement of fact.

Insurance details

Policy number:	9491940
Period of insurance:	The Period of Insurance shown on the Certificate of Insurance issued to you
Insured (including trading name where applicable):	The Insured Member shown on the Certificate of Insurance issued to you
Business Activities:	The Business Activities shown on the Certificate of Insurance issued to you

Premium details	The premium details shown on the Insurance Information document issued to you
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Summary

General information

Underwritten by:	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
General terms and conditions wording:	15661 WD-PIP-UK-GTCA(3) The General terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

Claims information

If you need to make a claim you should contact your broker, Howden, in the first instance. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim:

Telephone: +44 (0) 0121 698 8040
 Email: sports@howdengroup.com
 Address: Tricorn House
 51-53 Hagley Road
 Birmingham
 B16 8TP

If this is not possible our claims team can be contacted on 01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday.

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.

Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

The **Important information and contact details** section below contains additional information specific to the covers applicable to your policy.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section

Your covers

This is a summary of each section of your policy. See each section for cover details.

Cover	Insurance amount	Excess
Combined malpractice, public and products liability insurance	£10,000,000	£0 Malpractice/ Public liability £250 Third party property damage

The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.

SECTION: COMBINED MALPRACTICE, PUBLIC AND PRODUCT LIABILITY INSURANCE

Limit of indemnity - Part 1: Malpractice -	£1,000,000 in the aggregate for all claims, losses and defence costs. This is included within the overall aggregate policy limit of £10,000,000 for all claims, losses and defence costs
Limit of indemnity - Part 2: Public and products liability limit	£10,000,000 in the aggregate for all claims, losses and defence costs
Overall policy Limit of indemnity	£10,000,000 in the aggregate for all claims, losses and defence costs
Excess – part 1: Malpractice	£0
Excess – Part 2: Public and products liability	£250 in respect of Third Party Property Damage only
Excess applies to	each and every claim or loss, including defence costs
Jurisdictional Limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar
Geographical limits	Worldwide
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar
Retroactive date	No retroactive date

Claims brought in outside applicable courts Not covered

Business activities

The Business Activities shown on the Certificate of Insurance issued to you

All **business activities** can be performed by anyone falling within the definition of **you**

Additional covers (in addition to the overall limit of indemnity stated above)

Cover	Limit of indemnity	Limit applies to
Part 2: Court attendance compensation: in total	£10,000	in the aggregate
Part 2: Court attendance compensation: directors, partners, senior managers	£250	per person, per day
Part 2: Court attendance compensation: any other employees	£100	per person, per day

Special limits (included within and not in addition to the overall limit of indemnity stated above)

Cover	Limit of indemnity	Limit applies to
Part 1: Website coverage	£25,000	In the aggregate, including all defence costs
Part 1: You as a student	£1,000,000	In the aggregate, including all defence costs
Part 1: Personal data claims	£250,000	in the aggregate, including all defence costs
Part 1: Breach of confidentiality	£1,000,000	In the aggregate, including all defence costs
Part 1: Your own losses: loss of documents	£25,000	in the aggregate
Part 1: Coronavirus (COVID-19)	£100,000	in the aggregate, including all defence costs
Part 1: Malpractice - Animals	£NIL	in the aggregate, including all defence costs
Part 2: Claims against principals	£10,000,000	in the aggregate, including all defence costs
Part 2: Overseas personal liability	£10,000,000	in the aggregate, including all defence costs
Part 2: Cross liabilities	£10,000,000	in the aggregate, including all defence costs
Part 2: Pollution defence costs	£100,000	in the aggregate, including all defence costs
Part 2: Products liability	£1,000,000	in the aggregate, including all defence costs
Part 2: Criminal proceeding costs	£250,000	in the aggregate, including all defence costs
Part 2: Abuse and molestation	£100,000	in the aggregate, including all defence costs

Section wording	Insurer
21564 WD-TPL-UK-MMPPL(4)	Hiscox Insurance Company Limited

Section endorsements
<p><u>6791.0 Amendment of cover: extended notification period</u></p> <p>The following is added to Special definitions for this section:</p> <p>Extended notification period</p> <p>A period of three years commencing on the date of the cessation of your business as a result of your retirement, maternity or paternity, permanent disability, death or temporary sabbatical.</p> <p>The following is added to What is covered, (Part 1 – malpractice):</p> <p>Additional cover, Extended notification period</p> <p>If at any time during the extended notification period any party brings a claim against you, or your estate or legal representative in the event of your death, as a result of your business activity performed before the cessation of your business, we will indemnify you in accordance with the terms and conditions of Part 1 of this section.</p> <p>The first paragraph of item 1. under Your obligations, (Part 1 – malpractice), If a problem arises, is amended to read as follows:</p> <p>1. We will not make any payment under Part 1 unless you notify us promptly of the following within the extended notification period:</p> <p>You must provide us with written notice of your intention to initiate this extended notification period within 30 days of your retirement, maternity or paternity, permanent disability or temporary sabbatical, or prior to expiry of the period of Insurance, whichever is the sooner.</p> <p>In the event of your death, your estate or legal representative must provide us with written notice of their intention to initiate this extended notification period within 6 months of the date of your death, or prior to expiry of the period of Insurance, whichever is the sooner.</p> <p>This extended notification period is not available if this policy is replaced or succeeded by any other policy providing medical malpractice insurance.</p> <p>The entire premium for this section is considered fully earned at the beginning of the extended notification period. We will not refund any premium to you if you cancel the extended notification period before it ends or where this policy is replaced or succeeded by any other policy providing medical malpractice insurance.</p> <p>The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.</p> <p><u>999.0 Amendment of cover: IP infringement from website content</u></p> <p>In respect of What is covered Part 1 – malpractice, Website coverage, 1. and this endorsement only, Special definitions for this section, Website is amended to read as follows:</p> <p>Website</p>

Any website(s) **you** use for the promotion of **your** own **business**.

999.1 Addition to cover: abuse and molestation

For the purposes of this **policy** only, the following is added to **Special definitions for this section**

Abuse and molestation retroactive date

The date on which **you** first purchased combined malpractice, public and products liability insurance with **us** that has run continuously without a break in cover,

The following is added to **Part 2 – public and products liability, What is covered (Part 2 – public and products liability)**

Abuse and molestation

If, as a result of **your activities**, any party brings a claim against **you** during the **period of insurance** for **abuse or molestation** committed after the **abuse or molestation retroactive date**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee (where **you** have declared to **us** that **you** have them) or student worker of **yours** when they are acting on **your** behalf where applicable. However, **we** will not in any event provide cover to any party who commits, condones or ignores any **abuse or molestation**.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

The following is deleted from **What is not covered (Part 2 – public and products liability)**

8. Abuse or molestation

The following is added to **How much we will pay (Part 2 – public and products liability), special limits:**

Abuse or molestation For claims arising directly or indirectly from **abuse or molestation**, the most **we** will pay is the limit stated in the schedule for the total of all such claims and their **defence costs** during the **period of insurance**.

SECTION: CRISIS CONTAINMENT

Limit	£25,000
Limit applies to	each and every crisis and in the aggregate
Excess	Not applicable unless specified under special excesses below
Geographical Limits	Worldwide

Special limits (included within not in addition to the overall limit of indemnity stated above)

Cover	Limit of indemnity	Limit applies to
Outside working hours discretionary crisis mitigation costs	£2,000	each and every crisis and in the aggregate

Section wording	Insurer
9809 WD-PIP-UK-CRI(2)	Hiscox Insurance Company Limited

Important information and contact details

Information about us

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England and Wales number 02372789
Status	Authorised and regulated by the Financial Conduct Authority.

Insurers

These insurers provide cover as specified in each section of the schedule

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Employers' liability:

You must provide **us** with the following information for each entity insured under this section of the **policy**:

1. employer name; and
2. full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

- a. the entity has no employees; or
- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance

Your policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at www.elto.org.uk.

Please note that there will be no refund or additional premium for any transaction which is less than £30 (excluding IPT).

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

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

Claims may fall under **Part 1** or **Part 2** of this **section** and **you** should read it carefully, paying particular attention to **Your obligations** under both parts in order to ensure that **you** fully understand what **you** must do, and when, in the event of different types of claim. Please note that cover under **Part 1** is given on a 'claims made' basis and cover under **Part 2** is given on a 'claims occurring' basis.

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation or any other act of a sexual nature or undertaken with a sexual motive.
Bodily injury	Death, or any bodily or mental injury or distress or any disease of any person.
Business activity	The activities stated in the schedule which you perform in the course of your business .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of; any computer or digital technology .
Contact sports	Any contact sports, including but not limited to rugby, football, boxing, wrestling, martial arts, hockey, water polo and any other sport where physical contact is acceptable within the rules of the sport between participants.
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; orb. denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you . For claims under Part 1 of this section only, this also includes representation at a coroner's inquest arising out of the death of any client of yours in connection with a claim covered under Part 1 of this section .

Combined malpractice, public and products liability

Policy wording

Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Inefficacy	The failure of any products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Malpractice	Any bodily injury , illness, disease or death of any client caused by any negligent act, error or omission committed by you : <ol style="list-style-type: none">1. in the performance of a business activity; or2. in the course of a Samaritan act.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Personal injury	False arrest, detention or imprisonment, malicious prosecution, wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned, applied, administered or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Public liability	<ol style="list-style-type: none">1. any bodily injury, mental injury, illness, disease or death of any person but excluding as a result of malpractice; or2. physical loss of or injury to or destruction of tangible property (including the resulting loss of use of such property).
Retroactive date	The date stated as the retroactive date in the schedule.
Samaritan act	Treatment administered by you at the scene of a medical emergency, accident or disaster at which you are present either by chance or in response to a S.O.S. call following a disaster.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
Section	Both Part 1 -- malpractice and Part 2 -- public and products liability .
Website	Any website(s) where you have full control over the content and which you run for the promotion of your own business .
You/your	The person named in the schedule.

**Part 1 –
malpractice****What is covered****(Part 1 – malpractice)**

The cover given under **Part 1** of this **section** is given on a 'claims made' basis which means that the **policy** will cover any valid claim made during the **period of insurance**.

Claims against you

If during the **period of insurance**, and as a result of **your business activity** for a **client** performed digitally, in person or otherwise and within the **geographical limits** on or after the **retroactive date**, any party brings a claim against **you** for:

Malpractice

a. **malpractice**;

Negligence

b. negligence or breach of a duty of care; or

Breach of confidentiality

c. breach of confidentiality or any infringement or violation of any right to privacy,

we will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by **Part 1** of this **section**.

You as a student

We will also indemnify **you** against any claim falling within the scope of **What is covered, Claims against you** above, which is brought as a result of any **business activity you** performed for a **client** in the capacity of a student in furtherance of **your** training qualification.

Animals

We will also indemnify **you** against any claim falling within the scope of **What is covered, Claims against you** above, which is brought by a **client** as a result of any **business activity you** performed for any animal belonging to such **client**.

Website coverage

We will also indemnify **you** against the sums **you** have to pay as compensation, if during the **period of insurance**, and as a result of **your business activity** performed within the **geographical limits** on or after the **retroactive date** any party brings a claim against **you** for any actual or alleged:

1. infringement of copyright or moral rights; or
2. defamation,

arising out of the content of **your website**. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by **Part 1** of this **section**.

Payments towards your
outstanding fees

If:

- a. **your client** has reasonable grounds for being dissatisfied with the work **you** have done, refuses to pay for any or all of it, including amounts **you** legally owe to self-employed freelancers, sub-contractors or outsourcers at the date of the refusal;
- b. **your client** threatens to bring a claim against **you** for more than the amount owed and **we** are satisfied that the threatened claim has reasonable prospects of success; and
- c. **we** believe that it may be possible to settle the dispute with the **client** by **your** agreeing not to press for the disputed amount;

we may, in **our** discretion, pay **you** the amount owed to **you** over and above the **excess**. If **we** do, **you** must agree not to press **your client** for the disputed amount.

Alternatively, if it is not possible to reach agreement with the **client** on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** may pay the amount owed to **you** at that time, over and above the **excess**.

Combined malpractice, public and products liability

Policy wording

If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity stated in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Once **we** agree to make any payment above, **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any money owed to **you** if the claim or threatened claim, or part of the claim or threatened claim, is not covered by **Part 1** of this **section**.

Your own losses

Loss of documents

If during the **period of insurance** and on or after the **retroactive date** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

What is not covered

(Part 1 – malpractice)

Matters specific to your business

A. **We** will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to:

1. any actual or alleged **abuse or molestation** by anyone.
2. the performance of any of **your business activities** by any individual other than specified authorised persons, if **your** schedule or any **endorsements** to this **policy** specify that such **business activities** can only be performed by specified authorised persons.
3. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
4. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Cyber incidents

5. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. **computer or digital technology error**;
 - e. any fear or threat of 5.a. to 5.c. above; or
 - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.e. above.
6. **your** liability under any contract which is greater than the liability **you** would have at law without the contract, unless **our** prior written agreement has been obtained.

Trademarks, patents and false advertising

7. any actual or alleged:
 - a. act of passing-off, unauthorised use of another's trademark, name or logo;
 - b. false or misleading advertising; or
 - c. breach of any patent.

Matters insurable elsewhere

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

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| | 11. the loss, damage or destruction of any tangible property. However, this exclusion does not apply to any loss directly arising from any tangible document of yours which is necessary for the performance of your business activity and which is lost, damaged or destroyed while in your possession. |
| | 12. any personal liability incurred by any individual falling within the definition of you when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client , or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements. |
| | 13. your supply, manufacture, sale, installation or maintenance of any product . However, this does not apply to any claim arising directly from the application of a product by you to a client in the course of your business activity , provided that the product was not manufactured by you and you have a right of recourse against the product supplier or manufacturer. |
| Deliberate, reckless or dishonest acts | 14. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. |
| Intoxication | 15. the performance of any business activity by you while you are under the influence of intoxicants or narcotics. |
| Patch testing | 16. any treatment undertaken following an allergic reaction to a patch test relevant to that treatment. |
| Medical work | 17. the provision of, or failure to provide, any primary or secondary medical treatment, advice or diagnosis, such as that provided by qualified medical practitioners. |
| Regulatory proceedings or claims | 18. any criminal, regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against you or conducted by any governmental, administrative or regulatory body. |
| Guarantees or warranties | 19. any guarantees, promises or warranties you make with regard to the outcome of any treatment or services you provide or any product you supply or apply in the course of your business . |
| Bloodstock | 20. any liability, including but not limited to malpractice , in relation to racehorses or any horses that have been specifically bred for racing or used in the process of an occupation for financial gain. |
| Pre-existing problems | 21. anything, including any actual or alleged shortcoming in your work, likely to lead to a claim against you , or your own loss, which you knew or ought reasonably to have known about before we agreed to insure you . |
| Asbestos | 22. asbestos risks . |
| War, terrorism or nuclear risks | 23. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> a. war; b. terrorism; c. nuclear risks; or d. fear or threat of 23.a. to 23.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. to 23.d. above. <p>If there is any dispute between you and us over the application of 23.b. above it will be for you to show that the exclusion does not apply.</p> |
| Communicable disease | 24. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu'); b. influenza A (H1N1) (also known as 'swine flu'); |

- c. coronavirus disease (Covid-19);
- d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- e. any variation, strain, virus, complex or syndrome that is related to anything in 24.a. to 24.d. above;
- f. any fear or threat of 24.a. to 24.e. above; or
- g. any action taken in controlling, preventing, suppressing, responding or in any way relating to 24.a. to 24.f. above.

However, exclusion 24.c. does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (Covid-19) or any related variation, strain, complex or syndrome.

25. or contributed to by, resulting from or in connection with any:

- a. **communicable disease**;
- b. fear or threat of any **communicable disease**; or
- c. action taken to control, prevent, suppress, respond or in any way relating to any such **communicable disease**;

which has led to any:

- i. full or partial imposition of quarantine or restriction in the movement of people or animals, including any shelter in place or stay at home order or instruction; or
- ii. travel advisory, warning or restriction;

being issued or imposed by any state, national or international body, agency or other competent body or authority.

However, this exclusion does not apply to any special limit stated in the schedule for claims arising from coronavirus disease (Covid-19) or any related variation, strain, complex or syndrome.

Infrastructure failure

26. contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

Laser and IPL

27. any laser or intense pulsed light (IPL) treatment. However, this does not apply to low level laser therapy.

Contraindications

28. any treatment performed where the **client** has notified **you** during the informed consent process of a pre-existing health condition that would infer a contraindication to such treatment, unless the **client** has notified **you** that they had confirmation from their GP that they can receive such treatment.

Treatment of minors

29. any **business activity** performed on or attended by a minor who is aged 16 or younger, unless:

- a. their parent or guardian gives their prior consent; and
- b.
 - i. their parent or guardian is in attendance during the appointment; or
 - ii. their parent or guardian gave their prior written consent not to be in attendance.

Use of sunbeds or solaria

30. cancer arising from, or contributed to by, the use of any sun beds or solaria.

Participant-to-participant injury

31. any participant-to-participant injury arising as a result of participation in **contact sports**.

Breach of advertising regulations

32. any unintentional breach of any advertising laws, regulations or codes of practice, including breach of the Committee of Advertising Practice (CAP) or Broadcasting Committee Advertising Practice (BCAP) codes, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) or any similar or successor legislation or regulations, unless agreed by **us** and forming part of an **endorsement**.

Breach of promotional contract	33. the quality of a promotion, endorsement or sponsorship.
Digital or online work	34. the selling or promoting of any third-party product, treatment, service or supplement, digitally or online.
You as a student	35. any business activity you performed in the capacity of a student unless: <ol style="list-style-type: none"> a. carried out under the supervision of your teacher or trainer; or b. where unsupervised, your competency has been assessed and confirmed to you by your teacher or trainer.
Claims brought by a related party	<p>B. We will not make any payment for:</p> <ol style="list-style-type: none"> 1. any claim brought by any individual falling within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. <p>This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity or where an individual falling within the definition of you is being treated in the capacity of a client.</p>
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract, unless our prior written agreement has been obtained to that contract.
Consequential loss	<ol style="list-style-type: none"> 3. your lost profit, mark-up or liability for VAT or its equivalent. 4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages or additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	<ol style="list-style-type: none"> 6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Personal data claims	<ol style="list-style-type: none"> 7. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. <p>However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered, A. 6. Cyber incidents above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.</p>

How much we will pay

(Part 1 – malpractice)

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity stated in the schedule for this **section**, irrespective of the number of claims that **you** may make under either **Part 1** or **Part 2**, unless limited below or in the schedule. **You** must pay any relevant **excess** stated in the schedule.

Special limits

Coronavirus (Covid-19)

For any claim or part of a claim due to, contributed to by, resulting from or in connection with coronavirus (Covid-19) or any related variation, strain, complex or syndrome, the most **we** will pay is the amount stated in the schedule for the total of all such claims, including **defence costs**.

Personal data claims	The most we will pay for the total of all claims or parts of claims against you by a client including defence costs , which arise directly from your performance of a business activity for that client relating to personal data is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section . You must pay the relevant excess stated in the schedule.
Loss of documents	For your own losses arising from a loss of your tangible documents the most we will pay to restore or replace any lost, damaged or destroyed document is the amount stated in the schedule for the total of all such losses.
Paying out the limit of indemnity	At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs .

Your obligations
(Part 1 – malpractice)

If a problem arises	<ol style="list-style-type: none">1. We will not make any payment under Part 1 unless you notify us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry:<ol style="list-style-type: none">a. your first awareness of anything, including any actual or alleged shortcoming in your work for a client which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable. If we accept your notification we will regard any subsequent claim as notified to this insurance;b. any claim or threatened claim against you;c. the receipt of notice from any person of an intention to hold you responsible for any malpractice or other act, error or omission;d. every letter, claim, writ, summons or process against you for actual or alleged malpractice.2. When dealing with your client or a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under Part 1 of this section by an amount equal to the detriment that we have suffered as a result.3. You must at all times:
Record-keeping	<ol style="list-style-type: none">a. <ol style="list-style-type: none">i. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by us or our duly appointed representatives; andii. retain the records referred to in 3.a.i. above for a period of at least five years from the date of treatment and, in the case of a minor, for a period of at least five years after that minor attains majority;
Products	<ol style="list-style-type: none">b. take reasonable steps to ensure that, in respect of any third-party manufactured products you have supplied, sold or applied as part of your business activities:<ol style="list-style-type: none">i. such products complied with all relevant health and safety regulations and standards in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;ii. such products were supplied with any instructions which were necessary for the product's safe use;iii. such products were fit and proper for their supplied purpose;iv. such products were made within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar or you have sourced the product from a supplier within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel

Combined malpractice, public and products liability

Policy wording

Islands, the Isle of Man or Gibraltar and **you** have a written contract or proof of sale for the **product**; and

- v. the supplier **you** use is reputable and has appropriate **products** insurance in place.

4. **You** must ensure that:

Tools and implements

- a. any tool or implement used in the performance of **your business activity** which is intended to be in contact with bodily fluid (whether human or animal) or to penetrate tissue (whether human or animal) is handled, used and stored in accordance with the manufacturers' instructions.

Where the equipment is suitable to be used more than once and where approved by the manufacturer for single use, it must be sterilised prior to use in accordance with Department of Health or equivalent guidelines;

Sunbeds and/or solaria

- b. in relation to the use of sunbeds or solaria:
 - i. prior to use **you** have provided written information to each **client**, as well as displayed at eye level, **your** instructions for the safe use of the equipment which includes reference to the need to limit exposure as well as contraindications of use;
 - ii. protective goggles are provided to each **client**, that have, where applicable, been sanitised according to manufacturer's instructions prior to each use;
 - iii. operation of the equipment is done under **your** strict supervision following **your** attendance at the manufacturer's training; and
 - iv. the equipment is less than seven years' old, is owned, hired or leased and used exclusively by **you** and is regularly maintained and serviced in accordance with manufacturer's instructions.

In respect of b.i. above, any **client** that is contraindicated must be denied use of the equipment until a time they can produce copies of medical certificates confirming that they can safely use **your** equipment, which **you** must retain on file for a period of at least five years;

Photographs and videos of clients

- c. **you** obtain permission from **your clients** prior to using any photographs or videos that are used on **your website**;

Medical questionnaire or PARQ

- d.
 - i. all new fitness, gym or aerobics **clients** complete either a medical questionnaire or pre-exercise health questionnaire (PARQ); and
 - ii. any such questionnaire is reviewed by **you** prior to commencement of any fitness or exercise classes forming part of **your business activity**, to ensure the **client's** suitability to participate in any such activity; and

Contraindications

- e. **you** record in **your** files where a **client** has notified **you** that they had confirmation from their GP that they can receive any such treatment, that would otherwise infer a contraindication to a pre-existing health condition.

Products and services for a client

- 5. **You** must take reasonable steps to remedy or rectify, at **your** or their expense, any defect or failure in the **products** or services **you** have supplied to a **client**, customer or distributor.

We will not make any payment under **Part 1** of this **section** in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the claim or loss occurring in the circumstances in which it occurred.

Control of defence**(Part 1 – malpractice)**

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim under **Part 1** of this **section**.

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

Appointment of
legal representation

If **we** think it necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written agreement. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this **section**. If a claim is made which is not wholly covered by **Part 1** of this **section** or is brought against **you** and any other party who is not covered under **Part 1** of this **section**, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of
defence costs

We will pay **defence costs** covered by **Part 1** of this **section** on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under **Part 1** of this **section**. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under **Part 1** of this **section**.

Payment of full
limit of indemnity

We have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

Our duty to make any payment under **Part 1** of this **section** arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **Control of defence** in **Part 1** of this **section**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

Part 2 – public and products liability

What is covered

(Part 2 – public and products liability)

The cover given under **Part 2** of this **section** for **public liability** and product liability is given on a 'claims occurring' basis which means that the **policy** will cover any valid claim arising from loss or damage which occurs during the **period of insurance**.

Claims against you

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**; or
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee (where **you** have declared to **us** that **you** have them) or student worker of **yours** when they are acting on **your** behalf where applicable.

We will also pay **defence costs**, but **we** will not pay costs for any part of a claim not covered by **Part 2** of this **section**.

Overseas personal liability

We will indemnify **you** and if **you** so request, **your** employees (where **you** have declared to **us** that **you** have them) or spouse of such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury** occurring during the **period of insurance** and incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:

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

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your business** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of **Part 2** of this **section**;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity stated in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under **Part 2** of this **section**, **we** will pay the costs incurred with **our** prior written agreement to defend such an action against **you** or any employee of **yours**.

Additional cover

We will also provide the cover shown below, which is in addition to the overall limit of indemnity.

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under **Part 2** of this **section**, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

(Part 2 – public and products liability)

Property for which you are responsible	<p>A. We will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to: <ol style="list-style-type: none"> a. employees' or visitors' vehicles or effects while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business; or c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to: <ol style="list-style-type: none"> a. any tool of trade; or b. the loading or unloading of any vehicle off the highway.
Animals	<ol style="list-style-type: none"> 3. any treatment of an animal.
Injury to employees	<ol style="list-style-type: none"> 4. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you.
Pollution	<ol style="list-style-type: none"> 5. <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance; or b. any pollution occurring in the United States of America or Canada.
Cyber incidents	<ol style="list-style-type: none"> 6. contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; or d. any fear or threat of 6.a. to 6.b. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.
Professional advice and services	<ol style="list-style-type: none"> 7. <ol style="list-style-type: none"> a. designs, plans, specifications, formulae, directions or advice prepared or given by you; or b. malpractice.
Abuse or molestation	<ol style="list-style-type: none"> 8. any actual or alleged abuse or molestation by anyone.
Your products	<ol style="list-style-type: none"> 9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. 10. <ol style="list-style-type: none"> a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals,

Combined malpractice, public and products liability

Policy wording

blueprints, engineering or other data, advice and services and labour relating to such craft or **products**.

Inefficacy	11. inefficacy .
Deliberate or reckless acts	12. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	13. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	14. failure of any item of software to recognise any date.
Asbestos	15. asbestos risks .
War, terrorism or nuclear risks	16. or contributed to by, resulting from or in connection with any of the following: <ul style="list-style-type: none"> a. war; b. terrorism; c. nuclear risks; or d. any fear or threat of 16.a. to 16.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 16.a. to d. above. <p>If there is any dispute between you and us over the application of 16.b. above it will be for you to show that the exclusion does not apply.</p>
Personal data	17. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Regulatory proceedings or claims	18. any regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against you or conducted by any governmental, administrative or regulatory body. <p>However, this does not apply to the costs for any claims brought by any governmental, administrative or regulatory body for any criminal action covered by What is covered, Criminal proceedings costs.</p>
Participant-to-participant injury	19. any participant-to-participant injury arising as a result of participation in contact sports . <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Claims outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay**(Part 2 – public and products liability)**

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity stated in the schedule for this **section**, irrespective of the number of claims that **you** may make under **Part 1** or **Part 2**, unless limited below or in the schedule. **You** must pay any relevant **excess** stated in the schedule.

Special limits

Overseas personal liability

For claims covered under **What is covered**, Overseas personal liability the most **we** will pay is the limit stated in the schedule for the total of all such claims including their **defence costs**. **You** must pay the relevant **excess** stated in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount stated in the schedule.

Products liability

For claims arising from **products** the most **we** will pay is the limit stated in the schedule for the total of all such claims including their **defence costs**. **You** must pay the relevant **excess** stated in the schedule.

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal or regulatory actions or proceedings is the limit stated in the schedule. This applies to all actions and proceedings brought against **you** and **your** employees during the **period of insurance**.

Court attendance compensation

We will pay **you** compensation as stated in the schedule for each day **you** are required to attend court as a witness in connection with a claim covered under **Part 2** of this **section**:

The most **we** will pay for the total of all court attendance compensation is the limit stated in the schedule.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

Your obligations**(Part 2 – public and products liability)**

If a problem arises

1. **We** will not make any payment under **Part 2** of this **section**:
 - a. unless **you** notify **us** promptly of any claim or threatened claim against **you**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available;
 - b. unless **you** notify **us** within seven days of a claim or anything which may give rise to a claim under **Part 2** of this **section**, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available; or
 - c. unless **you** notify **us** as soon as practicable of:
 - i. **your** discovery that **products** are defective; and
 - ii. any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your client** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under **Part 2** of this **section** by an amount equal to the detriment **we** have suffered as a result.

Correcting problems

You must **take** reasonable steps to remedy or rectify, at **your** expense, any defect or failure in any **product you** have supplied to any third-party. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Control of defence**(Part 2 – public and products liability)**

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim under **Part 2** of this **section**.

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation

If **we** think it necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written agreement. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this **section**. If a claim is made which is not wholly covered by **Part 2** of this **section** or is brought against **you** and any other party who is not covered under **Part 2** of this **section**, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by **Part 2** of this **section** on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this **Part 2** of **section**. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under **Part 2** of this **section**.

Payment of full limit of indemnity

We have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

Our duty to make any payment under **Part 2** of this **section** arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **Control of defence** in **Part 2** of this **section**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

Master Policy Personal Accident Insurance



Document	Policy Schedule
Policy Number	ORT/ASTCPA/9257233
Insured Name	UK Coaching
Insured Address	2 City Walk, South Bank, Leeds, LS11 9AR
Subsidiary Companies	None Applicable
Business Description	Governing Body for the Association of Fitness Instructors
Endorsement(s) Applicable	Yes
Geographical Limit	Worldwide
Reason for Issue	Renewal
Security	Underwritten by Canopus Managing Agents Limited for Lloyd's Syndicate 4444
Unique Market Reference	B1307C231271

Period of Insurance

Policy Effective Date	01 st May 2024
Policy Expiry Date	30 th April 2025
Date of Issue	02 nd May 2024

Premium

Premium	For Declaration Only
Standard Insurance Premium Tax	For Declaration Only
Total Premium	For Declaration Only

Broker Details

Broker Name	Howden Insurance Brokers Limited (London)
Broker Address	1 Creechurch Place, London, EC3A 5AF

Maximum Policy Limits

Section A Maximum Any One Occurrence Limit	£5,000,000
Section A Maximum Sum Insured Any One Person Limit	£2,000,000

Section A - Personal Accident Cover Category 1

Insured Person(s)	Any Fitness Instructor who has applied to UK Coaching for insurance cover and paid the appropriate premium
Operative Time	Cover applies whilst the Insured is involved in recognised and authorised activities including direct travel to the authorised activity from home or place of work (whichever is the later) and from the authorised activity to home or place of work (whichever is the earlier)

Item	Schedule of Benefits	Sum Insured	Maximum Sum Insured
1	Accidental Death	£50,000	The Sum Insured
2	Permanent Total Loss of Sight of One Eye	£50,000	The Sum Insured
3	Permanent Total Loss of Sight of Both Eyes	£50,000	The Sum Insured
4	Loss of One or More Limb(s)	£50,000	The Sum Insured
5	Permanent Total Loss of Speech	£50,000	The Sum Insured
6	Permanent Total Loss of Hearing		
	(a) In One Ear	£12,500	The Sum Insured
	(b) In Both Ears	£50,000	The Sum Insured
7	Permanent Total Disablement	£50,000	The Sum Insured
8	Temporary Total Disablement	£100.00 per week	75% Gross Weekly Wage
	Excess Period	28 Days	
	Benefit Period	13 Weeks	

Section A - Personal Accident Cover Category 2

Insured Person(s)	Any Fitness Instructor with Sports Massage who has applied to UK Coaching for insurance cover and paid the appropriate premium
Operative Time	Cover applies whilst the Insured is involved in recognised and authorised activities including direct travel to the authorised activity from home or place of work (whichever is the later) and from the authorised activity to home or place of work (whichever is the earlier)

Item	Schedule of Benefits	Sum Insured	Maximum Sum Insured
1	Accidental Death	£50,000	The Sum Insured
2	Permanent Total Loss of Sight of One Eye	£50,000	The Sum Insured
3	Permanent Total Loss of Sight of Both Eyes	£50,000	The Sum Insured
4	Loss of One or More Limb(s)	£50,000	The Sum Insured
5	Permanent Total Loss of Speech	£50,000	The Sum Insured
6	Permanent Total Loss of Hearing		
	(a) In One Ear	£12,500	The Sum Insured
	(b) In Both Ears	£50,000	The Sum Insured
7	Permanent Total Disablement	£50,000	The Sum Insured
8	Temporary Total Disablement	£100.00 per week	75% Gross Weekly Wage
	Excess Period	28 Days	
	Benefit Period	13 Weeks	

Master Policy
Personal Accident Insurance



Extensions to Section A (applicable to all categories)

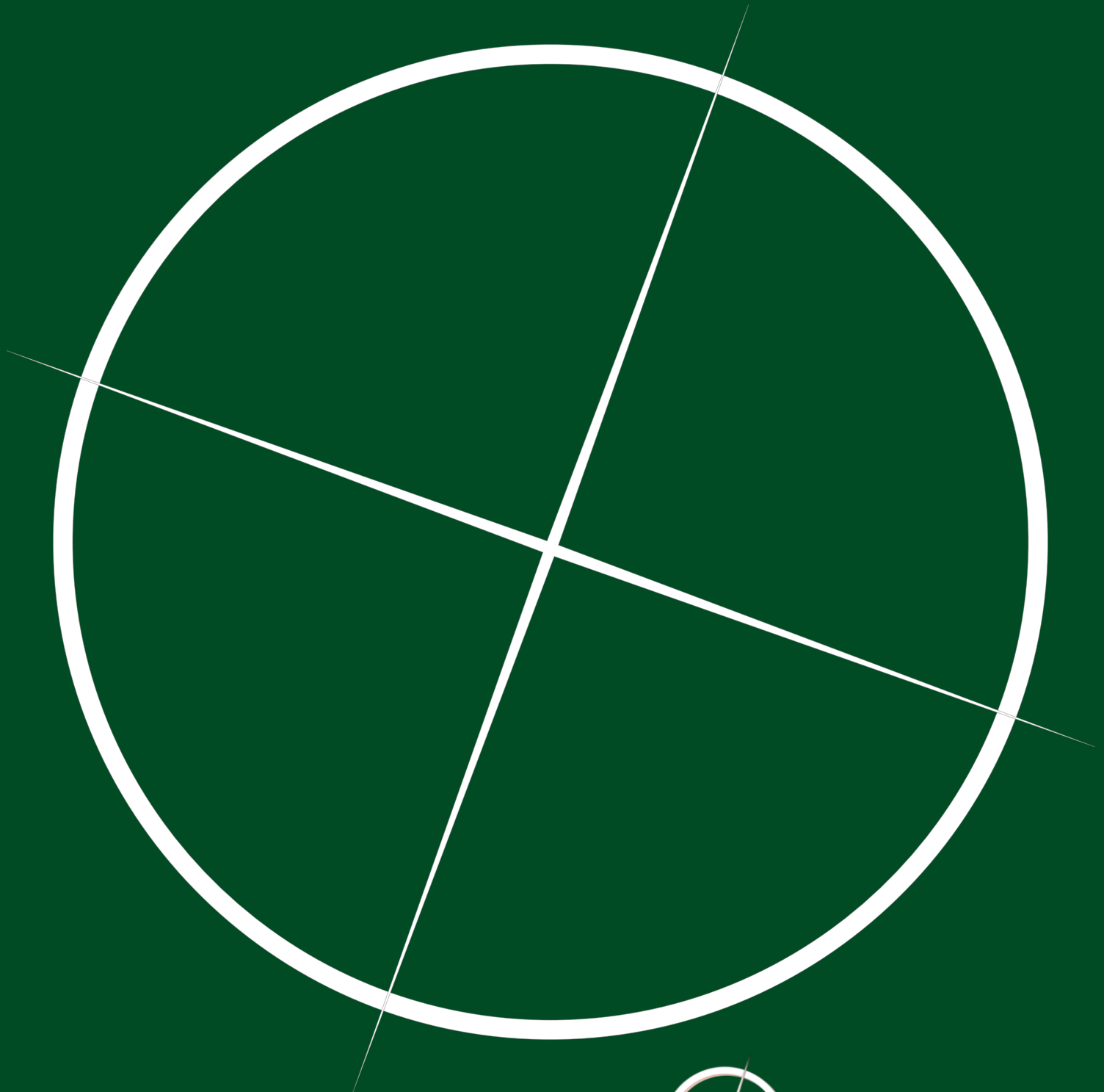
Item	Schedule of Benefits	Sum Insured
9	Coma Benefit	See Policy Wording for details
10	Dental Expenses	See Policy Wording for details
11	Disappearance Extension	See Policy Wording for details
12	Funeral Expenses	See Policy Wording for details
13	Hospital In-Patient Expenses	See Policy Wording for details
14	Medical Expenses	See Policy Wording for details
15	Permanent Partial Disablement	See Policy Wording for details
16	Counselling Expenses	See Policy Wording for details
17	Wellbeing Services Helpline and App	See Policy Wording for details

This Policy is signed on behalf of Underwriters

A handwritten signature in black ink, appearing to read "M. Stark".

Matthew Stark
Chief Executive Officer
Ortus Underwriting
Registered Office: 15 Westferry Circus, London, E14 4HD
Registered in England No: 08142321
Authorised and regulated by the Financial Conduct Authority

UK Coaching
Personal Accident Insurance
Policy Wording



 **ORTUS**

UNDERWRITING

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Introduction

How to make a Claim

If **You** think **You** may have a claim, then please contact **Us** as soon as feasible with as much information as possible and **We** will tell **You** what to do next.

Claims Procedure

The **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible. Notice of any incident that may give rise to a claim must be made as soon as is feasibly possible at the date of **Accident**.

Claim Notifications should be sent to:

Ortus Personal Accident Claims

Telephone: +44 (0)800 193 3326

Email: ah-claims@ortusunderwriting.com

Welcome

Thank **You** for choosing Ortus Underwriting to be **Your** Insurance Provider. Ortus Underwriting is a trading name of Xact Risk Solutions Limited.

This is **Your Policy** which has been prepared in accordance with the information **You** have provided.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change please contact **Your Broker** immediately.

This is a legal document and should be kept in a safe place.

Who is Ortus Underwriting

Ortus Underwriting are regulated by the Financial Conduct Authority (FCA). **You** can check **Our** FCA registration by visiting the FCA website at www.fca.org.uk/register or by calling the FCA on 0800 111 6768.

Complaints procedure

We aim to provide excellent service to all **Our** customers although **We** recognise that occasionally things go wrong.

If this happens **We** want to hear about it so **We** can try to put things right. When **You** are making a complaint please make sure **You** are able to quote **Your Policy** details including **Your Policy** number, **Your** name and address.

Making a Complaint

If **You** wish to make a complaint in relation to **Your Policy**, **Our** contact details are:

Head of Compliance, Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ

Telephone: +44 (0)20 7337 3700

Email: A&Hcomplaints@canopus.com and Complaints@canopus.com

If **We** have responded to **Your** complaint and **You** are still not satisfied, **You** may ask the Complaints Department at Lloyd's to review **Your** complaint (this would not affect **Your** rights to take legal action if necessary). Lloyd's contact details are:

The Complaints Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

Email: complaints@lloyds.com

Lloyd's Website: www.lloyds.com/complaints

If You Remain Dissatisfied

If **You** are dissatisfied with Lloyd's Final Response, **You** may (if eligible) be able refer **Your** complaint to the Financial Ombudsman Service. **You** must do this within six months of receiving Lloyd's Final Response. The Financial Ombudsman Service's contact details are:

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

Telephone: 0800 023 4567 (calls are free from landlines and mobile phones) / 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) / +44 (0)207 964 0500 (for calls outside the UK)

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

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or **You** can visit their website at www.fscs.org.uk

Contact Details:

Freephone: 0800 678 1100 or 020 7741 410 (Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Important Information

Data Protection Notice

We are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which will be available on **Our** website www.canopius.com/privacy

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

We may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We will also collect personal information about any additional people who **You** wish to be insured under the policy.

We may also collect sensitive personal information about **You**, and any additional people who **You** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **You** be claiming for sickness or an accident.

We collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** Privacy Notice.

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ, UK
privacy@canopius.com
T + 44 20 7337 3700

Your Insurance Policy

This **Policy** is underwritten by Canopus Managing Agents Limited for Lloyd's Syndicate 4444 and is administered by Ortus Underwriting, in accordance with the authority granted under binding authority agreements.

In respect of Section A **Personal Accident** Cover, **We** will insure **You** against **Bodily Injury** as defined in this **Policy**, which occurs during the **Operative Time** within the **Period of Insurance**.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Should any of the information **You** have previously provided to **Us** change, please notify **Your Broker** promptly as any failure to do so may prejudice **Your** rights under this **Policy**.

Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws in England. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England.

Signed for and on behalf of the **Underwriters**



Matthew Stark
Chief Executive Officer
Ortus Underwriting
Registered Office: 15 Westferry Circus, London, E14 4HD
Registered in England No: 08142321
Authorised and regulated by the Financial Conduct Authority

General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Applicable to ALL Sections of this Policy

The following **Policy** Definitions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated:

Accident/Accidental

A sudden, unexpected, fortuitous, specific event which occurs at an identifiable time and place.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

Aggregate Limit

The maximum amount **We** will pay as shown in the **Policy** schedule.

Annual Salary

The **Insured Person's** Gross **Annual Salary** including dividends as declared within **Your** audited accounts during the twelve months prior to any claim but excluding remuneration received in respect of professional sporting activities, bonuses, commission, overtime and the like.

Benefit Period

The maximum period for which the **Temporary Total Disablement** benefit is payable. This period will commence at the end of the **Excess Period**.

Bodily Injury

Identifiable physical injury which:-

1. Is sustained by an **Insured Person**, and
2. Is caused by an **Accident** during the **Operative Time** during the **Period of Insurance**, and
3. Solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

Broker

The company through which **You** purchased the **Policy** with **Us**.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Coma

A continuous, unconscious and unresponsive state.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Country of Domicile

The country in which the **Insured Person** permanently resides.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz.

Dependant Child

A child under the age of 18 years or under the age of 23 years if in full time education.

Dental Expenses

Expenses necessarily and reasonably incurred by the Insured Person for the treatment of Dental Injury received in a dental surgery or in an Accident and Emergency department.

Dental Implant

A titanium root-shaped fixture designed to integrate with the bone to replace the root of a tooth and support the replacement teeth.

Dental Injury

Damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues or injury to the soft tissues, or loss of or damage to dental implants whilst inside the mouth due to a force outside the mouth.

Director / Business Partner

A person who is an appointed or elected member of the board of Directors of the **Insured** (but not including a non-executive director or company secretary unless agreed in writing by **Us**) or any person who is a member of the management or executive committee (or equivalent body) of a partnership and who are listed as a current officer of the **Insured** at Companies House.

Employee

Any person(s) under a contract of employment, contract of service or apprenticeship with the **Insured** who is not a **Director / Business Partner**.

Excess Period

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

Home

Any flat, house or mobile/park home which is the main permanent residence of the **Insured Person** within the **United Kingdom**.

Illness

A disease or sickness of the **Insured Person**.

Insured

The company or organisation named in the **Policy** schedule.

Insured Person

Any person shown in the **Policy** as being an **Insured Person**. For **Insured Persons**, cover applies until the end of the **Period of Insurance** or the date upon which the **Insured Person** ceases their employment or association with **You**, whichever the sooner.

Loss of Limb

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

Medical Expenses

Expenses necessarily and reasonably incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Medical Practitioner

A suitably qualified **Medical Practitioner** registered by the General Medical Council in the **United Kingdom** other than:

1. An **Insured Person**
2. A member of the immediate family of the **Insured Person**
3. One of **Your Employees** or **Director / Business Partner**

Operative Time

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule and relevant to each section of cover.

Our, Us, We, Underwriters

Lloyd's Syndicate 4444

Partner

The **Insured Person's** spouse, civil partner, or any person they are co-habiting with as a couple.

Period of Insurance

The period beginning with the effective date and ending with the expiry date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

Permanent Total Disablement

For **Insured Persons** who are not a **Dependent Child**:-

Disablement which entirely prevents the **Insured Person** from attending to any business or occupation of any and every kind and which lasts twelve months and at the end of that period is beyond hope of improvement.

For **Insured Persons** who are a **Dependent Child**:-

Disablement which entirely prevents the **Insured Person** from attending to full time education for a period of twelve consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support him/herself financially

Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing that results in the **Insured Person** being classified as **Deaf** which lasts twelve consecutive months and at the expiry of that period is medically determined to **Our** satisfaction as being beyond hope of improvement.

Permanent Total Loss of Sight

Permanent total and irrecoverable loss of sight which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement. For loss of sight:

1. in both eyes where an **Insured Person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an **Insured Person** should see at sixty (60) feet).

Permanent Total Loss of Speech

Permanent total and irrecoverable loss of speech which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Policy

This document, schedule and any endorsements attached or issued with it.

Premises

The interior part of **Your** building in the **United Kingdom** which is leased or owned by **You** and from where **You** conduct **Your** business.

Principle Sum Insured

The Sum Insured noted in the **Policy** schedule for the item against which the **Insured Person** has claimed.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Statement of Fact

The proposal form and the quotation **You** have been provided with either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf.

Temporary Total Disablement

Disablement which is medically determined to temporarily prevent an **Insured Person** from undertaking all parts of their usual occupation as carried out at the date of the **Accident**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the **Channel Islands** and the Isle of Man.

War

Any activity or conflict where military force is used and includes one of the following:

1. Hostilities or warlike operations (whether **War** be declared or not)
2. Invasion, civil **War**, rebellion, insurrection, revolution
3. Act of an enemy foreign to the nationality of the **Insured Person** or the country in or over which the act occurs
4. Civil commotion assuming the proportions of, or amounting to, an uprising
5. Overthrow of the legally constituted government
6. Military or usurped power
7. Explosions of **War** weapons
8. An **Act of Terrorism**
9. Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether **War** be declared with that state or not.

You, Your, Yours

The **Insured** and/or **Insured Person** as stated in the **Policy** schedule.

General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

Cancellation by the Insured and Us

The **Policy** may be cancelled by the **Insured** by giving **Us** thirty days' written notice by recorded delivery. **We** shall return any unused portion of the premium paid by the **Insured** to the **Insurer** for the **Period of Insurance** provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this **Policy**.

The **Policy** may be cancelled by the **Insurer** by giving the **Insured** thirty days' written notice by recorded delivery to the last known address of the **Insured**. The **Insurer** shall return any unused portion of the premium paid by the **Insured** to the **Insurer** for the **Period of Insurance**. The calculation of the unused portion of the premium shall be made as soon as practicable after written notice of cancellation has been given to the **Insured** but the failure of the **Insurer** to provide details to the **Insured** of the unused portion of the premium in the notice of cancellation shall not affect the validity of such notice.

The **Policy** may be cancelled by the **Insurer** for non-payment of premium by giving the **Insured** seven days' written notice by recorded delivery to the last known address of the **Insured**.

It is the responsibility of the **Insured** to notify **Insured Persons** that the policy has been cancelled and to return any unused premium to **Insured Persons** if the premium has been paid by them and they have not made a claim.

Cancellation by an Insured Person

An **Insured Person** has no rights to cancel the group **Policy** held by the **Insured**.

An **Insured Person** may withdraw from their inclusion of cover under this group **Policy** by giving notice in writing to the **Insured** or their appointed administrators. Cover will cease at the end of the period for which payment of premium was paid to **Us** unless the premium is paid annually when a proportionate return will be given to the **Insured** for them to pass on to the **Insured Person** provided the **Insured Person** has paid the premium.

Changes to Business Activities and Occupations

1. Any change in **Your** business activities must be notified to **Your Broker** and agreed in writing by **Us**.
2. Any change to the **Insured Person's** occupation as originally disclosed to **Us** must be notified to **Your Broker** and agreed in writing by **Us**.

Failure to notify **Us** of these changes may result in the **Policy** not operating and any claim not being indemnified. Special terms may have to be applied and an additional premium may be required.

Contracts (Rights to Third Parties) Act 1999

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

Cyber Risks

Any benefits for **Bodily Injury** or **Illness** due to:

1. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 2. any computer virus;
 3. any computer related hoax relating to 1. and/or 2. above
- are payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

Failure to Comply with Policy Conditions

If **You** or an **Insured Person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **Your** or an **Insured Person's** position to recover any claim under this **Policy**.

Fair Presentation of Risk

You must make a fair presentation of the risk to **Us** at the inception, renewal and with each variation of the **Policy**.

Where **You** fail to make a fair presentation of the risk **We** may at **Our** absolute discretion;

1. Amend the **Policy** to record the correct information.
2. Treat the **Policy** as if it included any additional terms as **We** may have reasonably required had a fair presentation been made. Where different terms are applied that result in an additional premium **You** shall be liable to pay for such an additional premium.
3. Reduce proportionately the amount for which **We** are liable on any claim by the proportion to which the premium actually charged bears to the premium that **We** would have charged had a fair presentation been made.
4. Refuse to pay **Your** claim.
5. Where the failure to make a fair presentation of the risk is to such an extent that had a fair representation been made, on the balance of probabilities **We** would not have issued the **Policy** **We** may
 - (a) Avoid the **Policy**, treating it as if it had never existed and return any premium **You** have paid to **Us**
 - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
 - (c) Cancel the **Policy** under **Policy** Condition: Cancellation – **Our** Rights to Cancel
6. Where the failure to make a fair presentation of the risk is deliberate and/or reckless **We** may;
 - (a) Avoid the **Policy**, treating it as if it had never existed and retain any premium **You** have paid to **Us**
 - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
 - (c) In addition to avoiding **Your Policy** **We** may also avoid any other policies which **We** have issued to **You** and return the Premium paid by **You** to **Us** for such policies except in the circumstances where;
 - (i) Failure to make a fair presentation under such policies is also deliberate and/or reckless
 - (ii) Claims have also been made on these policies

Financial Crime

We will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy** schedule, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

Maximum Benefit Limit

The maximum amount **We** will pay for Section A Items 9-16 in total in respect of any one **Accident** shall not exceed an amount greater than 100% of the **Principle Sum Insured**, subject to the Maximum Cumulative Limit.

Maximum Cumulative Limit

The maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £2,000,000 in total. In the event that the maximum sum payable does exceed £2,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other corporate travel Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the **Period of Insurance**.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each section except for Section A Items 1-7 as shown on the **Policy** schedule which will be paid in full.

Payment of a claim to the Insured

If **We** agree to pay the Insured a valid claim for cover under this **Policy** that has been arranged or purchased for the direct benefit of an **Insured Person** (other than if an assignment has been agreed), the Insured agrees to promptly forward any payments received under this

Policy to that **Insured Person** to the extent that the **Insured Person** has suffered **Bodily Injury**, loss, damage or expense recoverable under this **Policy** or is otherwise entitled to a policy payment either contractually or implied. The receipt of such payment by the Insured will discharge **Our** liability to pay any amount directly to the **Insured Person** and our liability under the **Policy**. The **Insured Person** (or their legal representative) has no right to claim or sue **Us**.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

Claims Conditions

The following claims conditions apply to this **Policy**.

Claims Co-operation

You and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** or the **Insured Person** co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

Claim Notification

In respect of Section A Personal Accident, notice must be sent to **Us** as soon as practicable, and by no later than 365 days after the incident, of any **Accident** to an **Insured Person** and the **Insured Person** must as early as possible place himself under the care of a duly qualified **Medical Practitioner**. Notice must be sent to **Us** as soon as practicable, and by no later than 365 days after the incident, in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**. In no case will the **Underwriters** be liable to pay benefit unless the medical adviser or advisers appointed by the **Underwriters** for the purpose shall be allowed as often as may be deemed necessary to make an examination of the **Insured Person**. Failure to comply with this condition may prejudice any claim made under this section.

Failure to comply with this condition may prejudice any claim made under this section.

Claim Payment

There may be jurisdictions in which local law precludes **Us** from paying, defending or otherwise responding to a claim locally. If **We** are so precluded, **We** will reimburse the **Insured** for amounts due under the policy in lieu of responding locally. Moreover, **We** are not providing legal, regulatory or tax advice in connection with this transaction.

Right to Medical Records and Medical examination

Following notice of a claim, the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Person's** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

General Policy Exclusions

Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We shall not be liable for death, disablement, loss or expense:-

1. Whilst the **Insured Person** is:-
 - (a) Engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training)
 - (b) Engaged or taking part in aeronautics or aviation, other than as a passenger.
 - (c) Engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides and/or specialist climbing equipment
 - (d) Riding or driving in any kind of race.
2. Directly or indirectly caused or contributed to by the **Insured Person's**
 - (a) Provoked assault or fighting except in bona fide self-defence
 - (b) Own criminal act
 - (c) Engagement or participation in civil commotions or riots of any kind
 - (d) Deliberate exposure to exceptional danger (except in an attempt to save human life).
 - (e) Intentional self-injury
 - (f) Suicide or attempted suicide
3. For claims where medical or other suitable evidence is not provided.
4. Whilst the **Insured Person** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **Insured Person** unfit to drive regardless of whether the **Insured Person** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
5. Consequent upon venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV).
6. Any loss, damage or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
7. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** and/or the **Insured Persons Country of Domicile** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**. This exclusion shall automatically be deemed inoperative if the **Insured Person's** presence in such country or area is attributable to:
 - (a) The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
 - (b) Involuntary diversion or transit due to force majeure or to **Hijack, Kidnap** or the like, an **Act of Terrorism** or criminal act, provided always that at the time of the original occurrence or act the **Insured Person** was not within the confines of any country or area to which this exclusion was applicable, nor travelling to or from such country or area other than as provided for under (a).
8. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
9. Arising out of or consequent upon or contributed to **Radiation**.
10. Where an **Insured Person** is aged 80 years or over at the **Policy** effective date
11. Arising from or attributable to **Illness** or natural cause.
12. Solely due to an **Insured Person** being unable to take part in sporting activities or pastimes
13. Where an **Insured Person** is a professional sports person other than
 - (a) A full time or part time paid coach
 - (b) A sponsored amateur who is engaged in their sport on a full-time or part-time basis
 - (c) A professional entertainer

Section A: Personal Accident Cover

What is Covered

If an **Insured Person** suffers **Bodily Injury** which is the sole cause of their death or disablement, then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

Extensions to Section A

The insurance provided by this Section is extended to include the following subject to all other terms, conditions, limitations and exceptions of this **Policy**.

Item 9 - Coma Benefit

Cover

In the event of the **Insured Person** being in a **Coma** for more than 48 hours which is a direct result of **Bodily Injury** which results in a valid claim under this **Policy**, **We** will pay the **Insured Person** £25 per day or part thereof up to a maximum of one hundred and eighty three days.

Exclusions applicable to Coma Benefit

We will not pay for the first 48 hours of any claim.

Item 10 - Dental Expenses

Cover

If an **Insured Person** suffers **Bodily Injury** following an **Accident** during the **Period of Insurance**, the **Operative Time** and the **Geographical Limits**, which within 12 months which is the sole cause of their incurring of **Dental Expenses**, then **We** will pay up to £1,000 for such **Dental Expenses**.

Conditions applicable to Dental Expenses

Where **Dental Injury** results in the loss or damage to dental implants or prostheses, **We** will pay for the replacement or repair provided that this is of a similar type or quality to that lost or damaged by the **Accident**.

Exclusions applicable to Dental Expenses

We will not pay

- (a) for the first £50 each and every claim
- (b) for claims arising from pre-existing dental conditions
- (c) for charges made for travelling time broken appointments or similar punitive charges
- (d) for claims arising from wear tear deterioration staining or defective workmanship
- (e) for routine examination extractions amalgam fillings cleaning scaling polishing and x-rays
- (f) for cosmetic treatment or any treatment deemed to be clinically unnecessary
- (g) the costs of travelling expenses and telephone calls
- (h) the fitting or re-fitting of **Dental Implants** or any subsequent loss of or damage to **Dental Implants** once fitted

Item 11 - Disappearance Extension

Cover

If the **Insured Person** disappears during the **Operative Time** during the **Period of Insurance** and their body is not found within 90 days after their disappearance, **We** will pay the appropriate sum insured indicated under Item 1 on the **Policy** schedule provided that the person(s) to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured Person** is subsequently found to be living. Before any payment is made sufficient evidence must be produced that leads **Us** inevitably to the conclusion that the **Insured Person** sustained **Bodily Injury** and that such injury caused their death.

Item 12 - Funeral Expenses

Cover

In the event of the **Accidental** death of an **Insured Person** which results in a valid claim under Item 1 of the **Policy** schedule, **We** will pay the **Insured Person's** estate up to £5,000 for Funeral Expenses reasonably and necessarily incurred.

Item 13 – Hospital In Patient Expenses

Cover

In the event of an **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Items 1-9 of the **Policy** schedule, **We** will pay to the **Insured Person** £30 per day or part thereof, in the event of the **Insured Person** being admitted to hospital as an in-patient for a continuous period of 24 hours or more up to a maximum of twenty five days.

Exclusions applicable to Hospital In-Patient Expenses

We will not pay for any claim where the benefit payable is less than £60.

Item 14 - Medical Expenses

Cover

We will pay the cost for **Medical Expenses** incurred following **Bodily Injury** which results in a valid claim under Items 1-8 of the **Policy** schedule. **We** will pay this in addition up to but not exceeding 30% of any amount claimed, up to £5,000 per **Insured Person**.

Exclusions applicable to Medical Expenses

We will not pay for any claim where the benefit payable is recoverable under any other Insurance that **You** or an **Insured Person** may have in force.

Item 15 – Permanent Partial Disablement

Cover

Permanent Total Disablement, is extended to include the following scale of benefits, herein referred to as **Permanent Partial Disablement**. The sum insured for each item below shall be payable as a percentage of the sum insured equivalent to the degree of **Permanent Partial Disablement**. The following table is the amount of benefit payable in respect of specific disabilities:-

Item	Permanent Total Disablement	100%
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Loss by amputation or permanent total loss of use of: -

Item	Permanent Partial Disablement	Right	Left
i	One thumb	20%	17.5%
ii	One index finger	15%	12.5%
iii	Any other finger	10%	7.5%
iv	Permanent total loss of use of shoulder or elbow	25%	20%
v	Permanent total loss of use of wrist	20%	15%

Loss by amputation or permanent total loss of use of: -

vi	One big toe	10%
vii	Any other toe	3%
vii	Permanent total loss of use of hip or knee or ankle	20%
viii	Removal of lower jaw by surgical operation	30%
ix	Shortening of at least 5 centimetres of lower limb	15%

Facial scarring equivalent to the following degree of scarring: -

x	5cm in length or an area of 5 sq. cm or more	5%
xi	10cm in length or an area of 10 sq. cm or more	10%

Burns equivalent to the following degree of burns: -

xii	9% to 18% of Body Surface	15%
xiii	19% to 27% of Body Surface	20%
xiv	28% of Body Surface or more	25%

Conditions

- Benefits i to v above shall be reversed in the event of the **Insured Person** being left-handed.
- If benefit is payable in respect of one **Insured Person** under more than one item as a result of one **Accident**, the total payable shall not exceed 100% of the sum insured for **Permanent Total Disablement**.
- In the event of an **Insured Person** sustaining any permanent disability not noted above, the benefit payable shall be calculated by assessing the degree of disability relative to the above scale but without reference to the **Insured Person's** occupation.

If benefit is payable for loss of or loss of use of a whole member of the body then benefits for parts of that member cannot also be claimed.

Item 16 – Counselling Expenses

Cover

In the event of the **Insured Person** sustaining bereavement, divorce, the threat of violence or bullying within the **Insured Persons** workplace, **We** will pay up £100.00 per session up to a maximum of £2,000 per **Insured Person** towards the costs of counselling sessions for up to 20 sessions.

Conditions applicable to Counselling Expenses

(a) Claims in respect of divorce will only be considered if legal proceedings are commenced during the **Period of Insurance**

(b) Claims in respect of bereavement will only be considered in respect of the death of a **Close Relative** and only upon referral by a **Medical Practitioner**

Exclusions applicable to Counselling Expenses

We will not cover:-

- (a) Any claim made where treatment has or can be provided by the NHS
- (b) Any claim made where the benefit payable is recoverable under any other Insurance that the Insured or **Insured Person** may have in force.
- (c) Any claim where the benefit payable is less than £100.

Item 17 - Wellbeing Services Helpline and App

Cover

- Life support: Access to counselling for emotional problems and a pathway to structured therapy sessions at your convenience.
- Legal information: For issues that cause anxiety or distress including debt management, consumer, property or neighbour disputes.
- Bereavement support: Health Assured offers qualified and experienced counsellors who can help with grief plus legal advisors to help with related legal matters.
- Medical information: Qualified nurses are on hand to offer support on a range of medical or health related issues offering practical information and advice.
- Online CBT: We recognise the value of self-help tools in dealing with a range of issues, which is why we have a range of CBT self-help modules, informative fact sheets and invaluable advice videos from leading qualified counsellors.

Download the App with Ortus Underwriting Unique Code: MHA268581



For App Support, please email client.services@healthassured.co.uk

Website login to <https://wisdom.healthassured.org/login>

Or call the Ortus Underwriting free 24 hour confidential helpline where you can speak to an experienced therapist or advisor regarding any of the wellbeing services provided on 0800 917 6470 (available to **Insured Persons** aged 16 upwards).

Conditions Applicable to Section A (See also General Conditions)

The following conditions apply and should be read in conjunction with the General Conditions applying to the whole **Policy**:

1. Where an **Insured Person** is not in full time gainful employment or one of **Your** employees, Item 8 of the **Policy** schedule shall not be covered.
2. Where an **Insured Person** is a **Dependant Child**
 - (a) The sum insured for Item 1 of the **Policy** schedule shall be limited to £10,000
 - (b) The sum insured for Item 8 of the **Policy** schedule shall not be covered.
3. If Item 1 of the **Policy** schedule is covered and an **Accident** causes the **Insured Person's** death within twelve months of the date of that **Accident**, and prior to the definite settlement of the benefit for disablement provided for under Items 2-7 of the **Policy** schedule, **We** will only pay the sum insured as stated under Item 1 of the **Policy** schedule.
4. In respect of Items 1-7, the total sum payable for any one or more **Accidents** to any one **Insured Person** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such Items.
5. Where an **Insured Person** is over the age of 75 years at the **Policy** effective date:
 - (a) The sum insured for Items 1-7 on the **Policy** schedule shall be limited to a maximum of £25,000 per **Insured Person**.
 - (b) Items 1 to 6b are reduced to 105 of the sum insured noted on the **Policy** schedule..
6. **We** will not pay for more than one of the Benefits covered under Items 1–7 in respect of the same **Accident**.
7. Any weekly benefits payable under Item 8 shall cease upon:
 - (a) The expiry of the **Benefit Period** as stated in the **Policy** schedule
 - (b) The death of the **Insured Person**
 - (c) The date the **Insured Person** ceases to fulfil the definition of **Temporary Total Disablement** (and/or **Temporary Partial Disablement** if applicable)
 - (d) The date on which the **Insured Person** ceases to be **Your Employee** or **Director / Business Partner** or ceases gainful employment elsewhere, whichever occurs first.
8. The sum insured provided under Item 8, **Temporary Total Disablement**, shall be the sum insured or up to a maximum of 75% of the **Insured Person's Gross Weekly Wage** during the 13 weeks immediately prior to the **Accident** giving rise to the claim, whichever the less.
9. The sum insured under Item 8 shall only become payable once the total amount has been ascertained and agreed by **Us**.
10. If payment of a claim is made under Item 8 and subsequently a benefit is claimable under Items 1-7 from the same **Accident**, then any amount already paid shall be deducted from any lump sum payment due.

Exclusions Applicable to Section A (See also General Exclusions)

We will not pay for any claim:

1. In respect of Items 9-16, for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 104 weeks whichever is the less. If Item 8 is not covered then **We** will not cover expenses incurred for longer than 104 weeks.

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