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# Yoga Professional Liability Insurance Policy



## MEDICAL PROFESSIONAL LIABILITY INSURANCE POLICY

### **NOTE: This is a losses occurring/aggregate policy**

This insurance is administered by DSC – Strand Limited on behalf of the Insurer.

The written Proposal, bearing the date stated in item 9 on the Schedule, shall (together with any other information supplied by the Insured to the Insurer) form part of the contract between the Insured and the Insurer.

In return for payment by the Insured of the Insurer of the premium stated in item 5 of the Schedule, the Insurer will provide the insurance described herein subject to the provisions set out in this Policy.

## COMPLAINTS PROCEDURE

It is always our intention to provide you with a first class standard of service. Misunderstandings can however occur and we would prefer to know about the occasional problem than for you to remain dissatisfied.

If any problem arises in connection with your Policy you should firstly discuss this with the insurance adviser who arranged the cover. If the matter has not been dealt with to your satisfaction and you wish to make a complaint, you may contact:

The Managing Director DSC – Strand Limited Swithins Lodge Farm Tilford Road Farnham Surrey GU9 8HU

If you remain dissatisfied with the way a complaint has been dealt with you may contact:

The Chief Executive Novae Underwriting Limited 71 Fenchurch Street London EC3M 4HH

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Complaints Department at Lloyd's at:

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA  
Tel No: 020 7327 5693; Fax No: 020 7327 5225; E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Finally, in the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process.

Should you follow any of these procedures any right of action you may have will not be affected.

8. legal liability arising from the selling-on of products by the Insured not in connection with any treatment or consultation provided subject to the products appertaining to the therapies covered by this Policy and the turnover relating to such products not exceeding £10,000 in any one Period of Insurance.
9. Cover hereunder extended to include any claim or circumstance arising out of the Insured's profession during any previous Period of Insurance insured on a claims made basis, such cover to be subject to the Terms, Exclusions, Conditions and Endorsements of this Policy.

PROVIDED THAT in respect of General Policy Memoranda it is understood and agreed that:

- (A) General Policy Memoranda 3. to 7. inclusive shall only apply to Insuring Clauses B and C
- (B) General Policy Memoranda 8. shall only apply to Insuring Clause C, and
- (C) The liability of the Insurer to the Insured and all parties indemnified under these General Policy Memoranda shall not exceed in the aggregate the Limit of Indemnity, which shall be part of and not in addition to the Limit of Indemnity.

#### **LAW**

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary, this Policy shall be subject to English Law.

#### **CROSS LIABILITY CLAUSE**

If more than one person is included as the Insured the Insurer will provide indemnity to each person in the same manner and to the same extent as if a separate Policy has been issued to each of them.

The Clause shall not increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity.

#### **SINGLE POLICY AND COMPANY AUTHORISATION**

Save as expressly provided to the contrary, this Policy shall be deemed to be a single unitary Policy and not a severable Policy or a series of individual with each of the Insureds. However, the malicious, dishonest, fraudulent or criminal act or omission of any one individual shall not be imputed to any other individual.

Where there is more than one Insured, each Insured agrees that the Insurer may deal with the first Insured name in Item 1 of the Schedule, who shall act on behalf of all other Insureds in respect of all matters and in connection with this Policy.

#### **QUERIES**

Any query or question about this Policy or any claim under it should be referred in the first instance to the insurance adviser that arranged the cover or DSC – Strand Limited at the address shown in the schedule

#### **INSURING CLAUSES**

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to indemnify the Insured against all sums, including claimants costs, which the Insured shall become legally liable to pay as damages arising out of:

##### **A. MALPRACTICE & PROFESSIONAL LIABILITY**

Any loss occurring during the Period of Insurance arising from any negligent act, error or omission committed by the Insured in the course of services or contractual obligations undertaken by the Insured to a patient or patients in or about the conduct of the Insured's Profession or Good Samaritan Acts.

##### **B. PUBLIC LIABILITY**

Any loss occurring during the Period of Insurance arising from any accidental bodily injury, mental injury, illness, disease, death, wrongful arrest or false imprisonment of or to any person, or loss of or damage to tangible property of any person in connection with the Insured's Profession including the provision of food or drink.

##### **C. PRODUCTS LIABILITY**

Any loss occurring during the Period of Insurance arising from any accidental bodily injury, mental injury, illness, disease or death or loss of or damage to tangible property arising out of any goods or products designed, manufactured, constructed, altered, repaired, services, treated, sold, supplied or distributed by the Insured in connection with the Insured's Profession.

#### **DEFENCE COSTS AND EXPENSES**

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

PROVIDED ALWAYS THAT

- (a) the Insured has acted in accordance with Condition Precedent 2
- (b) for the purpose of determining the Limit of Indemnity and Excess applicable, any Claim which is based upon combined allegations of Malpractice, Professional Liability, Public Liability or Products Liability, or separate allegations arising out of the same circumstances, shall be dealt with as though it were one Claim and limited to the amount of the Limit of Indemnity and to a single Excess.

#### **DEFINITIONS AND INTERPRETATIONS**

1. "Documents" shall mean deeds, wills, agreements, maps, plans, records (other than computer data), books, letters, certificates, forms and documents of any nature whatsoever, whether written or printed (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

2. "Excess" shall mean the amount stated in item 4. of the Schedule which shall be the first amount of any Claim that the Insured shall bear uninsured.
3. "Good Samaritan Act" shall mean treatment administered at the scene of a medical emergency, accident or disaster by the Insured who is present either by chance, or in response to an S.O.S call following a disaster.
4. "the Insured" shall mean the person named in item 1. of the Schedule.
5. "Insured's Profession" shall mean the business, profession or services described in item 8 of the Schedule.
6. "the Insurer" shall mean Novae Underwriting Limited underwriting for certain underwriters at Lloyd's
7. "Limit of Indemnity" shall mean that amount set forth in item 3 of the Schedule.
8. "Loss" shall mean an event which gives rise to a claim or potential claim
9. "Occurrence" shall mean an event, incident or accident which may give rise to a claim under the Policy and includes continuous or repeated exposure to substantially the same general conditions which results in injury or damage neither expected nor intended by the Insured
10. "Period of Insurance" shall mean the period of insurance stated in item 7 of the Schedule and any subsequent period for which the Insured pays and the Insurer accepts the premium.
11. "Proposal" shall mean all the information supplied to the Insurer (whether by written, electronic or any other means) which it is hereby agreed is the basis of this policy
12. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

#### **LIMIT OF INDEMNITY**

Insurers shall only be liable under this Policy to the extent that such liability exceeds the excess. A separate excess shall apply to each and every claim and each and every claimant. Insurers total liability to pay damages and/or claimant's costs, fees and expenses shall not exceed the sum stated in the Policy against each Insuring Clause in respect of any one Occurrence or series of Occurrences arising from one originating cause but under Insuring Clause C the limit applies to the total amount of damages and/or claimant's costs, fees and expenses payable in respect of all losses occurring during the Period of Insurance. Insurer's maximum overall liability in respect of Insuring Clause A, B and C shall not exceed the sum stated in the Policy.

The Insurer shall not be obligated to pay any Claim, judgment or award, or to undertake or continue defence of any suit or proceeding after the Limit of Indemnity has been exhausted by payment of judgments, awards, settlements, or after deposit of the applicable Limit of Indemnity in a Court of competent jurisdiction, and that in such a case, the Insurer shall have the right to withdraw from the further defence thereof by tendering control of said defence to the Insured.

- (a) any liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement
  - (b) the first £100 of loss of or damage to the premises caused other than by fire or explosion.
5. legal costs and other expenses incurred with the Insurer's written consent in:
- (a) the defence of any criminal proceedings, or
  - (b) an appeal against conviction
- brought against the Insured or any director, partner or employee of the Insured in respect of a breach of the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.
- Provided that:
- (i) the proceedings relate to an alleged offence resulting in a Claim first made against the Insured during the Period of Insurance in connection with the Insured's Profession
  - (ii) the liability of the Insurer in any one Period of Insurance shall not exceed £10,000 in respect of the Insured or each director, partner or employee of the Insured prosecuted
  - (iii) the indemnity granted does not apply to prosecutions which arise out of any activity or risk excluded by this Policy or any deliberate act or omission by the Insured or any director or partner of the Insured
  - (iv) the Insured or any director, partner or employee of the Insured shall be subject to the terms, Exclusions, Conditions and Endorsements of this Policy.
6. legal liability incurred by the Insured by virtue of Part II of the Customer Protection Act 1987.
7. legal liability incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or similar legislation in Scotland, Northern Ireland the Channel Islands or the Isle of Man in respect of any premises which have been disposed of by the Insured in connection with the Insured's Profession.
- Provided that the Insurer shall not be liable:
- (a) for the cost of remedying any defect or alleged defect in the premises
  - (b) if the Insured is entitled to indemnity from any other source
  - (c) for any liability assumed by the Insured under contract or agreement which would not have attached in the absence of such contract or agreement

16.3

It is agreed that the Insurer shall give not less than 15 days prior notice of cancellation to the Insured via the Insured's insurance intermediary, in the manner set forth in Condition Precedent 9. If premium due is paid in full to the Insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

#### GENERAL POLICY MEMORANDA

It is noted and agreed that the insurance by this Policy extends to include:

1. Insured's who are not qualified to mix and blend products but use in the course of treatments, proprietary branded base oils and/or talcum powder and/or creams and/or wipes provided such products are used in accordance with the manufacturers instructions.
2. any reasonable cost or expense incurred by the Insured (and to which the Insurer has consented) in replacing or restoring Documents whether owned by or the responsibility of the Insured in the conduct of the Insured's Profession which are discovered lost or damaged and notified to the Insured during the Period of Insurance, the maximum liability under this insurance in respect of this Memorandum shall not exceed £5,000 in any one Period of Insurance.
3.
  - (a) any principal for whom the Insured is carrying out work in connection with the Insured's Profession but only to the extent required by any contract or agreement entered into by the Insured
  - (b) at the request of the Insured any officer or member of the Insured's canteens, clubs, sports, social or welfare organizations and first aid, fire, security and ambulance services in respect of liability arising out of such activities.
  - (c) any director, partner, or senior official in respect of liability arising from private work carried out for such director or partner by an employee with the consent of the Insured
  - (d) the personal representatives of the estate of an Insured in the event of the Insured's death or inability to represent himself in the opinion of a qualified general medical practitioner.

This Memorandum shall not apply unless

- (i) the conduct and control of Claims is vested in the Insurer
  - (ii) each person specified above shall observe and be subject to the terms, Exclusions, Conditions and Endorsements of this Policy as though they were the Insured.
4. legal liability for loss of or damage to premises (including fixtures and fittings) leased rented or hired to the Insured.

This Memorandum shall not apply in respect of:

#### EXCLUSIONS

The Insurer shall not be liable for:

1. any Claim arising from
  - (a) activities that are not related to the Insured's Profession
  - (b) the treatment of animals
2. any Claim arising out of any circumstance or occurrence notified under any insurance attaching prior to the inception of this insurance or which should have been so notified, or any other circumstance or occurrence that a reasonable person would believe could give rise to a Claim under this Policy which were or ought to have been known to the Insured prior to the inception of this Policy.
3. any Claim arising from any circumstance or occurrence which has been notified under any insurance incepting prior to this Policy.
4. any Claim in respect of which the Insured is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.
5. any Claim made upon the Insured for work carried out by the Insured for and in the name of any other company or association of which the Insured forms part for the purpose of undertaking a partnership or forming of a limited company UNLESS the Insurer's agreement has first been obtained and an endorsement made upon this Policy and such other terms and conditions as may be imposed be accepted.
6. any Claim arising out of a specific liability assumed by the Insured under contract which goes beyond the duty to see such skill and care as is usual in the exercise of the Insured's Profession UNLESS the Insurer's agreement has first been obtained and an endorsement made upon this Policy and such other terms and conditions as may be imposed be accepted.
7. any Claim arising out of the failure of any product (or any part thereof) to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed except as may be covered under Insuring Clause C of this Policy.
8. any Claim made against a director or an employee of the Insured, serving in a managerial or executive capacity, which shall be defined as an "Officer", by any third party arising solely and directly from a breach of any duty as an Officer.
9. any Claim by any person for bodily injury, mental injury, disease or death incurred contracted or occurring while under a contract of service or apprenticeship with the Insured, or for any breach of any obligation owed by the Insured as an employer to any employee, or past employee or prospective employee. However, this exclusion shall not apply to any Claim arising out of any bodily, mental injury or death of any employee which is caused by any negligent act, error or omission of an Insured, where the employee is a patient of the Insured.
10. any Claim directly or indirectly caused by or contributed to by:
  - (a) any dishonest, fraudulent or criminal act or omission of the Insured and/or any employee of the Insured

- (b) the performance of the Insured's Profession whilst the Insured or any employee of the Insured is under the influence of intoxicants or narcotics.
11. any Claim or loss arising from any of the following:
- (a) the failure of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
  - (b) the failure of any plant and/or machinery, including without prejudice to the generality of the foregoing any computer, data processing equipment or media, microchip, integrated circuit, or similar device, or any software, whether the property of the Insured or of any third party, correctly to recognize any date;
  - (c) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
  - (d) business conducted and/or transacted via the Internet, Extranet, and/or via the Insured's own website, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means. This Exclusion shall not apply if the Insured can prove, to the reasonable satisfaction of the Insurer, that the liability to the Insured would have attached in the absence of the fact that the business was conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website Internet site, web-address and/or the transmission of electronic mail or documents by electronic means.
12. any Claim arising from the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by law, other than Claims arising from any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
13. any Claim arising from the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft, other than Malpractice and or Professional Liability arising from the emergency transportation of any patient accompanied by the Insured.
14. any Claim arising from damage to property owned leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control except clothing or personal effects, or as may be covered under General Policy Memorandum number 4. applying to Insuring Clauses B and C.
15. any Claim:
- (a) directly or indirectly caused by seepage, subsidence, pollution or contamination.
  - (b) involving the cost of removing nullifying or cleaning-up seeping polluting or contamination substances.
16. any taxes, fines, penalties or punitive, exemplary or other non-compensatory damages of any kind.
17. the Excess.

11. All Registered Medical Practitioners, including but not limited to, any surgeon, physician, doctor, dentist, nurse, midwife or anesthetist (whether they be the Insured, an employee of the Insured or a sub-contractor of the Insured) shall belong to and shall subscribe to the Medical Defence Union or Medical Protection Society or other equivalent organization (in the case of a surgeon, physician, doctor, dentist or anaesthetist) or the Royal College of Nursing or Royal College of Midwives or other equivalent organization (in the case of a nurse or midwife) or shall be otherwise insured under a Policy of insurance against their own malpractice, professional errors, omissions or negligence with a limit of indemnity no less than the Limit of Indemnity.
12. The Insurer agrees at the request of the Insured to provide indemnity under this Policy to any employee or past employee of the Insured as though that person were an Insured hereunder subject to that person agreeing to be bound by all the terms and conditions of this Policy. This condition does not apply to any surgeon, physician, doctor, dentist, nurse or midwife in respect of any act, error or omission committed or alleged to have been committed in the course of their duties as qualified medical practitioners.
13. **Reduced Indemnity for Students**
- Where the Insured's profession is stated in item 8 of the Schedule as "Student", their activities as insured by this Policy, are restricted to performing practice treatments for case work only, having advised the recipients they are receiving treatment free of all charges, as part of the Student's training. Furthermore, students must not offer treatments outside of their capabilities, which at all times must be governed by the phase reached in their training programme and their tutor's assessment.
14. **Contracts (Rights of Third Parties) Act 1999**
- A person who is not a party to this Policy has no right under the Contracts (Rights of 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.
15. **Data Protection Act 1998**
- It is agreed by the Insured that any information provided to the Insurer regarding the Insured will be processed by the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
16. **Premium Payment**
- 16.1  
The Insured undertakes that the premium will be paid in full to the Insurer within thirty days of inception of this Policy (or, in respect of installment premiums, when due).
- 16.2  
If the premium has not been so paid to the Insurer by the thirtieth day from the inception of this Policy (and, in respect of installment premiums, by the date they are due) the Insurer shall have the right to cancel this Policy by notifying the Insured via the Insured's insurance intermediary in writing. In the event of cancellation, premium is due to the Insurer on a pro rata basis for the period that the Insurer is on risk but the full premium shall be payable to the Insurer in the event of a notification prior to the date of termination which gives rise to a Claim under this Policy.

8. If a payment is made to dispose of a Claim, which exceeds the Limit of Indemnity available under this Policy, the Insurer's liability in respect of the costs and expenses of the Insured shall be for such proportion of the total costs and expenses incurred as the Limit of Indemnity under this Policy bears to the total amount paid to dispose of the Claim against the Insured.

9. The Insurer may cancel this insurance by giving fifteen (15) calendar days notice such notice shall be given in writing and may be served by registered mail, telex, or facsimile transmission, or be hand delivered to the address of the Insured as stated in the Schedule. Any notice sent by registered mail shall be deemed to have been served seven (7) calendar days after dispatch and any notice sent by telex or facsimile shall be deemed to have been served at the time of dispatch.

If this insurance is so cancelled the Insurer shall retain only the earned portion of the premium computed from day to day.

10. The Insured shall at all times take all reasonable steps to avoid or minimize loss hereunder.

Without prejudice to the generality of the foregoing it is warranted that:

a) any device or instrument used or intended for use in the performance of the Insured's professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be:

handled, used and stored in accordance with the manufacturers' instructions and where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:-

- i. using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer
- ii. in accordance with Department of Health guidelines or equivalent

In addition, any surface which such device or instrument are likely to come into contact with or which has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected by the use of an effective disinfectant in accordance with the manufacturers' instructions and Department of Health guidelines or equivalent

b) the Insured shall ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor;

c) no medication shall be administered to a patient except in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968);

d) before the commencement of the employment of any employee references are taken up and qualifications checked, all gaps in employment history are checked and all relevant local authority and police checks are undertaken.

18. any Claim or liability arising from Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind however it may be named.

19. any Claim arising out of the failure and / or non-performance of computer software and/or hardware where the circumstances giving rise to the Claim in whole or part relate to or directly or indirectly arise from or are contributed to by the failure of any computer or data processing hardware (including any product incorporating embedded date logic) or any software to comply with the British Standards Institution definition and rules of Year 2000 conformity set out is DISC PD2000-1.

20. any Claim or loss arising from any Claim first made within the United States of America or Canada or any territories under the jurisdiction of the United States of America or Canada or under the laws of the United States of America or Canada, or for the enforcement of a judgement obtained in such countries or under such laws, or any Claim or loss arising from work carried out in places of business of the Insured situated in the United States of America or Canada.

21. any Claim arising out of or relating directly or indirectly to the insolvency or bankruptcy of the Insured.

22. any Claim for libel or slander or in Scotland defamation, or for passing off or breach of any copyright, patent or other intellectual property right.

23. any Claim arising out of the Data Protection Acts 1984 and/or 1998.

24. any Claim arising out of the failure to arrange and/or maintain insurance.

25. any Claim or liability arising from any unlawful detention in breach of the Mental Health Act 1983, the Human Rights Act 1998 or common law.

26. any Claim made against any Registered Medical Practitioner, including but not limited to any surgeon, physician, doctor, dentist, nurse, midwife or anaesthetist alleging any act, error or omission committed in the course of their duties as qualified medical practitioners.

27. any Claim alleging sexual harassment and/or sexual molestation and or sexual and/or racial discrimination.

28. any Claim or loss directly or indirectly arising from treatment or advice in connection with any under aged person, which for the purposes of this Exclusion is deemed to be a person who at the time of any treatment or advice being carried out upon them has not attained the age of 16 years. However, this Exclusion will not apply if the under aged person's parent/s or guardian/s have consented to such therapy(ies) and are present at all time whilst such therapy(ies) are being administered.

29. any Claim or loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from under any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

30. any Claim arising from war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority.
31. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

If the Insurer alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

#### CONDITIONS PRECEDENT

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

1. (a) the statements and particulars contained in the Proposal are true; and
  - (b) during the Period of Insurance the Insured shall give immediate notice in writing of any alteration which materially affects the risk.
2. during the Period of Insurance the Insured shall give immediate notice in writing of:
  - (a) any loss occurring pursuant to Malpractice or for Professional Liability or alleged Malpractice or alleged Professional Liability, or
  - (b) any loss occurring pursuant to Public Liability or alleged Public Liability, or
  - (c) any loss occurring pursuant to Products Liability or alleged Product Liability, or
  - (d) any loss occurring in respect of the insurance provided by the General Policy Memoranda to this Policy
  - (e) the receipt of notice from any person of an intention to hold the Insured responsible for any Malpractice, Professional Liability, Public Liability, or Products Liability, or

- (f) any conduct or circumstance which is likely to give rise to a Claim for Malpractice, Professional Liability Public Liability or Products Liability being made against the Insured;

to the entity named in item 10 of the Schedule.

3. This insurance will only respond to Claims first made or suit filed against the Insured in the following countries:
 

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

AND this insurance shall only pay for damages awarded by a Court of such country or countries.
4. The Insurer is advised if the Insured works outside of Great Britain, Northern Ireland, the Channel Island and the Isle of Man for more than 60 days in any one Period of Insurance.
5. The Insured at all times shall:
  - (a) maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by the Insurer or their duly appointed representatives insofar as they pertain to any Claim hereunder; and
  - (b) retain the records referred to in 5(a) above for a period of at least (7) years from the date of treatment and, in the case of a minor, for a period of at least (7) years after that minor would attain majority; and
  - (c) give to the Insurer or their duly appointed representative such information, assistance, signed statements or depositions as the Insurer may require; and
  - (d) assist in the defence of any Claim without charge to the Insurer.
6. The Insured shall ensure that all food handlers are required to notify their managers of any abdominal pain, vomiting, diarrhoea or septic skin lesions which could indicate the presence of typhoid para-typhoid or any other salmonella or amoebic, or bacillary dysentery or any other staphylococcal infection.
7. The Insured shall not disclose to any person the terms of this Policy. Furthermore no liability shall be admitted, no arrangement, offer, promise, or payment, cost or expense shall be made by the Insured without the written consent of the Insurer. The Insurer shall be entitled to take control of the defence of any Claim or to prosecute in the name of the Insured for their own benefit any Claim for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings on the settlement of any Claim; the Insurer will not settle any Claim without the consent of the Insured. However, if the Insured refuses to consent to any settlement recommended by the Insurer or their legal representatives and elects to contest or continue any legal proceedings then the liability of the Insurer shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal, and the Insured agrees to indemnify the Insurer for the amount of any judgement, award, settlement, costs and expenses which the Insurer is found obligated to pay after the date of such refusal.