

Includes cover for:

- Complaints Advice and Response  
(up to £800 per complaint)
- Representation at a disciplinary hearing
- Public Relations consultancy fees following a claim  
(up to £25,000 in any one period of insurance)
- Loss of documents (up to £50,000 in any one period  
of insurance)

For full details of the cover please read the full  
policy document

**Towergate Professional Risks**

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## CONTENTS

Section		Page
Introduction		3
Section A	Professional Liability Insurance - Cover	4
Section B	Professional Liability Insurance - Definitions	11
Section C	Professional Liability Insurance - Exceptions	13
Section D	Professional Liability Insurance - Conditions	16
Section E	Professional Liability Insurance - Endorsements	18
	Applicable as stated in the Certificate	
Section F	Professional Liability Insurance - Making Yourself Heard	24
Section G	Legal, Health and Wellbeing Assistance	26

## INTRODUCTION

### Professional Liability Insurance

This policy and the Certificate shall be read together and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it may appear

The Proposal made by the Insured is the basis of and forms part of this policy

The Insured and the Company are free to choose the law applicable to this policy  
This policy will be governed by the law of England and Wales unless agreed otherwise in writing

Sections A to F of this policy are underwritten by

#### **AXA Insurance UK plc**

Registered in England No 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD A member of the AXA Group of Companies. Authorised and regulated by the Financial Services Authority

#### **Legal, Health and Wellbeing Assistance**

Section G of this policy is provided by FirstAssist Services Ltd.

FIRSTASSIST SERVICES LIMITED (Registered in England Company Number 01404718)  
Registered Office 32 High Street, Purley. Surrey CR8 2PP

**Please note:** This section is only relevant if details of these products appear on your Certificate of Insurance.

## **SECTION A**

### **PROFESSIONAL LIABILITY INSURANCE - COVER**

#### **1 Indemnity to the Insured**

In consideration of payment of the premium the Company will indemnify the Insured in the terms of this policy against Civil Liability consequent upon any claim or claims first made in writing against the Insured during the Period of Insurance and notified to the Company during or within 30 days after the expiry of the same Period of Insurance specified in the Certificate and incurred in connection with the conduct of the Business carried on by the Insured from the Territorial Limits

**Provided that** if during the Period of Insurance the Insured shall become aware of any event which may give rise to liability under this policy and shall during or within 30 days of expiry of the same Period of Insurance give notice thereof to the Company any claim which may subsequently be made against the Insured arising out of such event shall be deemed to have been made during that same Period of Insurance

#### **2 Limit of Indemnity**

The Company will not be liable for any amount exceeding the Limit of Indemnity stated in the Certificate (other than Costs as specified below)

**Provided that** the liability of the Company for all damages payable as a result of any one occurrence act error or omission or series of occurrences acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim

#### **3 Costs**

The Company will also pay Costs in addition to the Limit of Indemnity applicable as stated in the Certificate

#### **4 Prosecution Defence**

The Company will pay the legal costs and expenses incurred with its written consent in defending the Insured against criminal proceedings or prosecution including an appeal against conviction resulting from a prosecution

- a) as a result of an alleged offence under the Health and Safety at Work etc Act 1974 or any similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990
- c) that in the opinion of the Company may give rise to a valid claim under this policy (the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company)

#### **Provided that**

- I. the proceedings or prosecution relate to an offence committed or alleged to have been committed in connection with the Business and notified in writing to the Company during the Period of Insurance or within 30 days after expiry of the same Period of Insurance

- II. the indemnity granted shall not provide for the payment of fines or penalties
- III. the Company shall not indemnify the Insured against proceedings or prosecution
  - a. which arise out of any activity or risk excluded from this policy
  - b. which relate solely to the health safety or welfare of any Employee
- IV. in relation to c) above the maximum amount payable during any one Period of Insurance shall not exceed £100,000

## **5 Additional Persons Insured**

The Company will indemnify in the terms of this policy

- a) in the event of death the personal representatives of the estate of any person entitled to indemnity under this policy
- b) at the request of the Insured any officer or committee member of the Insured's canteen clubs sports athletic social education ethics welfare fund-raising organisations and first aid medical fire security and ambulance services in his respective capacity as such
- c) at the request of the Insured any person whilst acting in connection with the Business who
  - i. is has been or may become a director officer trustee committee member or Employee of the Insured
  - ii. is providing voluntary services for or on behalf of the Insured

but only in respect of liability for which the Insured would be entitled to indemnity under this policy if the claim for which indemnity is being sought had been made against the Insured

- d) any principal with whom the Insured has entered into a contract in connection with the Business but only to the extent required by the contract conditions against civil liability in respect of which the Insured would have been entitled to indemnity under this policy if the claim had been made against the Insured

### **Provided that**

- a) any persons specified above shall as though they were the Insured be subject to the terms exceptions and conditions of this policy in so far as they can apply
- b) nothing in this extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- c) the Company shall retain the sole conduct and control of all claims

## 6 Cross Liabilities

The Company will indemnify each Insured to whom this policy applies in the same manner and to the same extent as if a separate policy had been issued to each

**Provided that** the total amount of indemnity payable to all parties arising under each policy or Certificate of Insurance issued shall not exceed the Limit of Indemnity plus Costs where payable in addition to the Limit of Indemnity

## 7 Conflict of Interest

In the event of a conflict of interest between the Insured as named in the Certificate and any persons specified in paragraphs a) b) and c) of Cover 5 Additional Persons Insured separate representation will be arranged for each party

## 8 Motor Contingent Liability

Notwithstanding Exception 2c) the Company will indemnify the Insured within the terms of this policy against Civil Liability arising out of the use in connection with the Business of any motor vehicle not belonging to or provided by the Insured

**Provided that** the indemnity will not apply to Civil Liability

- a) in respect of Damage to such vehicle or any property conveyed therein or thereon
- b) in respect of which the Insured is entitled to indemnity under any other insurance
- c) for any claim arising from the vehicle being
  - I. engaged in racing pace-making reliability trials or speed testing
  - II. driven by the Insured
  - III. used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- d) for any claim arising from the vehicle being driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence

## 9 Movement of Obstructing Vehicles

Exception 2c) shall not apply to Civil Liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

**Provided that**

- a) movements are limited to vehicles parked on or obstructing the Insured's premises or any premises at which the Insured is working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle

- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) the Company shall not provide indemnity against liability
  - I. in respect of Damage to such vehicle
  - II. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

## 10 Overseas Personal Liability

The Company will within the terms of this policy indemnify

- a) the Insured
- b) at the request of the Insured
  - I. any director officer trustee committee member or Employee of the Insured
  - II. any family member of the persons stated in a) or b) I. above who is accompanying such persons

in respect of Civil Liability incurred by such persons in a personal capacity while temporarily outside the Insured's normal country of residence in connection with the Business

**Provided that** the Company shall not provide an indemnity against liability arising

- a) solely by virtue of an express agreement
- b) in relation to b) II. above from the carrying on of any trade or profession
- c) out of the ownership or occupation of land or buildings
- d) from the ownership possession or use of any mechanically propelled vehicle aircraft watercraft or hovercraft

## 11 Costs of Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this policy the Company will reimburse the Insured at the following rates per day for each day on which attendance is required

- |   |      |
|---|------|
| a) the Insured or any director officer trustee or committee member of the Insured | £500 |
| b) any Employee   | £250 |

## 12 Data Protection Act

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities

**Provided that** the Company shall not indemnify the Insured against liability in respect of Damage sustained by any party to such arrangement

### **13 Breach of Claims Condition**

The Company shall not avoid any claim on the grounds of a breach of Section D Condition 2 of this policy but where the Insured has prejudiced the handling or settlement of any claim the amount payable by the Company in respect of such claim (including Costs) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice

### **14 Non-disclosure**

- a) Should the Company become entitled to void this policy from its inception or from the time of any variation in cover the Company may at its discretion continue the policy but exclude all liability arising from any matter which ought to have been disclosed at inception or at the time of such variation in cover
- b) The Company will waive its rights to render this policy void as a consequence of non-disclosure or misrepresentation made in connection with its renewal

#### **Provided that**

- a) the Insured shall establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free of any fraudulent conduct dishonest motive or intent to deceive
- b) the premium and terms of the policy shall be adjusted at the discretion of the Company to those which would have applied had a proper disclosure or representation been made
- c) where the Company's handling or settlement of any claim has been prejudiced by such non-disclosure or misrepresentation the indemnity provided by this policy shall be reduced to the sum which would have been payable had such prejudice not occurred
- d) should this policy be issued in substitution or replacement of any other policy issued by the Company it will be regarded as a renewal thereof
- e) such non-disclosure or misrepresentation shall not have been made in connection with any variation in cover which took place at the time of such renewal

### **15 Release of Confidential Information**

In the event that any court or tribunal within Great Britain Northern Ireland the Isle of Man or the Channel Islands shall require that information or notes of a confidential nature in connection with Professional Services be disclosed by either the Insured or a client of the Insured the Company will indemnify the Insured in respect of additional costs and expenses incurred in connection with the release of such information

- a) to present to the court or tribunal arguments as to why such information or notes should not be disclosed or should be disclosed in a modified form
- b) to prepare a report for the court or tribunal

**Provided that**

- a) the Company shall not indemnify the Insured in respect of costs or expenses
  - I. incurred prior to acceptance in writing by the Company
  - II. that can be recovered under any other policy of insurance or from elsewhere
- b) the maximum amount payable during any one Period of Insurance is £5000 but this limitation shall not apply once a complaint or a claim is made against the Insured

**16 Loss of or Damage to Documents**

Notwithstanding Exception 5 in the event of loss of or damage to Documents occurring in the conduct of the Business the Company will indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during any one Period of Insurance

**Provided that**

- a) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- b) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- c) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - I. the transmission or impact of any Virus
  - II. unauthorised access to a System

**17 Mitigation of Losses**

**A) Fees Recovery**

In the opinion of the Company should a client of the Insured have sufficient reason to bring a valid claim under this policy and as a consequence refuses to pay for all or part of the fees owing in respect of Professional Services provided and any other expenses incurred by the Insured the Company shall reimburse such amounts to the Insured

**Provided that**

- a) the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company
- b) the Company shall not indemnify the Insured in respect of costs incurred in respect of replacement repair removal or rectification
- c) the total amount of fees plus expenses will in the opinion of the Company be less than the cost of any potential counter claim against the Insured

d) should a claim still arise it will be dealt with in accordance with the usual terms of this policy subject to repayment to the Company of any amounts recovered from the client

e) once payment has been made the Insured will assign to the Company the rights in relation to the amounts owed to the Insured

**B) Public Relations Consultancy Costs**

In addition the Company will indemnify the Insured in respect of any costs and fees reasonably incurred up to a maximum of £25,000 during any one Period of Insurance in respect of services provided by a public relations consultancy that in the opinion of the Company would prevent or minimise a valid claim under this policy (the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company)

**Provided that** such costs and fees shall be included in the Limit of Indemnity specified in the Certificate

## **SECTION B**

### **PROFESSIONAL LIABILITY INSURANCE - DEFINITIONS**

**1 Business** shall mean the business stated in the Certificate including

- a) the ownership repair maintenance and decoration of the Insured's premises
- b) private work carried out by an Employee or member of the Insured (with the consent of the Insured) for the Insured any other Employee or member of the Insured
- c) Good Samaritan Acts
- d) any past business activities notified to and accepted by the Company

**2 Certificate** shall mean the Certificate forming part of this policy

**3 Civil Liability** shall mean all sums that the Insured shall become legally liable to pay as compensation

**4 Company** shall mean AXA Insurance UK plc

**5 Costs** shall mean

- a) all costs and expenses recoverable by any claimant from the Insured
- b) the costs of legal representation (other than Prosecution Defence) at
  - I. any coroner's inquest or fatal accident inquiry
  - II. proceedings in any court arising out of any alleged breach of a statutory duty
- c) other costs and expenses incurred with the written consent of the Company

in respect of a claim against the Insured or an event to which the indemnity under this policy applies

**6 Damage** shall mean loss of or damage

**7 Documents** shall mean all

- a) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- b) computer systems records

the property of the Insured or for which the Insured is responsible

**8 Employee** shall mean any person under a contract of service or apprenticeship with the Insured while working for the Insured in connection with the Business

**9 Good Samaritan Acts** 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 SOS call following a disaster

**10 Injury** shall mean bodily injury death illness disease mental injury mental anguish or nervous shock

**11 Insured** shall mean the Insured as stated in the Certificate or any practice firm organisation or company to which the Insured has succeeded

**12 Pollution or Contamination** shall mean

- a) all pollution or contamination of buildings or structures or of water or land or the atmosphere and
- b) all Damage or Injury directly or indirectly caused by or arising from such pollution or contamination

**13 Professional Services** shall mean

- a) advice given or services performed (or the failure to offer or provide advice or services) or research undertaken
- b) goods or things (including containers packaging or labelling) sold or supplied

by or on behalf of the Insured in the normal course of the Business described in the Certificate

**14 Property** shall mean material property

**15 Proposal** shall mean any information provided by the Insured in connection with this insurance and any declaration made in connection therewith

**16 System** shall mean computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**17 Territorial Limits** shall mean

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world where the Insured or any director officer trustee committee member or Employee of the Insured who is normally resident in a) above is on a temporary visit for the purpose of the Business

**18 Terrorism** shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

**19 Virus** shall mean programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

## **SECTION C**

### **PROFESSIONAL LIABILITY INSURANCE - EXCEPTIONS**

(The heading of each Exception is for ease of reference only and shall not be deemed to form part of the wording of the Exception itself)

The Company shall not indemnify the Insured against liability

#### **1 Injury to Employees**

in respect of Injury to any Employee arising out of and in the course of their employment by the Insured

#### **2 Vehicles and Craft**

arising out of the ownership possession or use by or on behalf of the Insured of any

- a) aircraft aero spatial device or hovercraft
- b) watercraft exceeding 8 metres in length
- c) mechanically propelled vehicle (including trailer attached thereto) if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle This exception shall not apply to liability arising out of the loading or unloading of such vehicle

#### **3 Warranty or Guarantee**

arising from an express warranty or guarantee of fitness for purpose or suitability of Professional Services

#### **4 Costs of Recalling Goods or Remedying Defective Premises**

for the costs and expenses incurred by anyone in

- a) recalling any goods or things sold or supplied
- b) remedying any defect or alleged defect in land buildings structures or premises disposed of by the Insured

#### **5 Property owned or held in trust**

for or arising from loss of or damage to any Property which at the time of the event giving rise to such claim is owned by or held in trust by or in the custody or control of the Insured other than

- a) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- b) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- c) premises and their fixtures and fittings leased or rented to the Insured unless such liability
  - I. has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - II. arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

**6 Fines or Penalties**

in respect of liquidated damages fines or penalties

**7 Punitive Damages**

in respect of punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

**8 Cancellation Costs**

in respect of cancellation or abandonment costs or charges accepted solely by virtue of an express agreement which could reasonably have been prevented by the Insured

**9 Pollution or Contamination**

arising from Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place

**Provided that**

- a) all claims for Pollution or Contamination arising out of such incident shall be deemed to have been made during the Period of Insurance in which the incident has first been notified to the Company
- b) the liability of the Company for all compensation payable in respect of all Pollution or Contamination made during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Certificate to this policy as the Limit of Indemnity

**10 Employment Disputes**

for any dispute between the Insured and any present or former Employee or any person who has been offered or refused employment with the Insured

**11 Controlling Interests**

for any claim arising from or brought by a firm company or organisation in which the Insured or any director officer trustee or committee member of the Insured has a controlling interest unless such claim is brought by an independent third party source

**12 Deliberate Acts**

which arises as a result of a deliberate act or omission by the Insured but this Exception shall not apply in circumstances where such act or omission is designed or intended by the Insured to be of assistance or benefit to any client or person as part of the Professional Services

**13 North American Court Actions**

arising from any action brought in any court of the United States of America or Canada or elsewhere in the world to enforce a judgement in such territories by way of reciprocal agreement or otherwise but this exclusion shall apply only if the Insured has a branch office or other establishment parent or subsidiary company or is represented by an agent holding the Insured's power of attorney in the United States of America or Canada

**14 Known Circumstances**

resulting from the consequence of any circumstance which may give rise to a claim

- a) notified under any policy which was in force prior to the inception of this policy
- b) known to the Insured at the inception of this policy

**15 Insolvency**

arising out of the insolvency or bankruptcy of the Insured

**16 Bad Debts**

resulting from monies owed by the Insured under an agreement for purchase rental lease or hire

**17 Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**18 War**

which arises as a consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**19 Terrorism**

arising in respect of any consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism

## **SECTION D**

### **PROFESSIONAL LIABILITY INSURANCE – CONDITIONS**

#### **1 Maximum Payments**

The Company may at any time at its sole discretion pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect of or in lieu of interim settlement of a claim) or any lesser sum for which the claim or claims against the Insured can be settled and the Company shall not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment

Provided that in the event of one or more claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity the Company's liability for costs and expenses shall not exceed an amount being in the same proportion as the Company's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims

#### **2 Claims**

- a) The Insured or his legal personal representatives shall give notice in writing to the Company as soon as possible of any event which may give rise to liability under this policy with full particulars of such event
- b) Every claim letter writ or process or other document served on the Insured shall be forwarded to the Company immediately on receipt
- c) Notice in writing shall also be given immediately to the Company of impending prosecution inquest or inquiry in connection with any such event
- d) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- e) The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar advocate or authority) shall advise that such proceedings could be contested with a reasonable prospect of success
- f) The Company may make any settlement of a claim it deems expedient If the Insured withholds consent to such settlement the Company's liability for all loss on account of such claim shall not exceed the amount for which the Company could have settled on the Insured's behalf such a claim plus costs charges and expenses incurred as of the date at which acceptance of such settlement was proposed in writing by the Company to the Insured

#### **3 Claims (Conduct and Control)**

The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence (subject to the provisions of paragraph e) of Section D Condition 2 above) or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full conduct of such prosecution or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require

#### **4 Contribution**

If at the time of any claim or event to which this policy applies there is or but for the existence of this policy there would be any other insurance covering the same liability the Company shall not be liable under this policy except in respect of the excess beyond the amount which would be payable under such other insurance had this policy not been effected

#### **5 Observance**

The due observance and fulfilment of the terms exceptions conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to the liability of the Company to make any payment under this policy

#### **6 Cancellation – The Company’s Rights**

The Company shall not be bound to accept any renewal of this policy and may at any time give 21 days notice of cancellation by recorded delivery to the Insured’s last known address Thereupon the Insured shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this policy

**Provided that** during the current Period of Insurance there have been

- a) no claims made under the policy for which a payment has been made
- b) no claims submitted under the policy which are still under consideration
- c) no incident likely to give rise to a claim but is yet to be reported to the Company

This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiry of such notice

#### **7 Cancellation – The Insured’s Rights**

There is no automatic right of cancellation under the policy Once the contract has been concluded there will be no refund of any part of the premium paid This policy is written on a claims made basis and in the event that the Business ceases to trade or should exceptional circumstances arise guidance should be sought from Towergate Professional Risks at the address shown in their correspondence

#### **8 Contracts (Rights of Third Parties) Act 1999**

Having regard to the provisions of the Contracts (Rights of Third Parties) Act 1999 for the avoidance of doubt

- a) this policy is not intended to confer any enforceable rights upon any third party whether or not an interest of such third party is noted in the policy
- b) the parties hereto shall be entitled to rescind or vary this policy without the consent of any third party whether or not an interest of such third party is noted on the policy
- c) in the event of proceedings by a third party against the Company for the enforcement of a term of this policy the Company shall have available to them by way of defence or set-off any matter which would have been available to them by way of defence or set-off if the proceedings had been brought by the Insured

**SECTION E**  
**PROFESSIONAL LIABILITY INSURANCE - ENDORSEMENTS APPLICABLE**  
**AS STATED IN THE CERTIFICATE**

**1 Complaints Advice and Response Extension**

In the event of any complaint of misconduct against

- a) the Insured or
- b) any person whilst acting in connection with the Business who is or has been or may become a director officer trustee or committee member or Employee of the Insured or is providing voluntary services for or on behalf of the Insured

in respect of Professional Services that may lead to disciplinary proceedings by a professional regulator the Company will indemnify the Insured or at the request of the Insured any other person as specified above against reasonable costs and expenses incurred in preparing a response to the professional regulatory body

**Provided that**

- a) such complaint is first made in writing against the Insured or other person as specified above during the Period of Insurance and notified to the Company during or within thirty days after the expiry of the same Period of Insurance
- b) the Company shall not indemnify the Insured or other person as specified above in respect of costs or expenses
  - I. incurred without the written consent of the Company
  - II. that can be recovered under any other policy of insurance or from elsewhere
- c) the maximum amount payable by the Company in respect of all costs and expenses arising from one complaint or all complaints attributable to the same misconduct shall not exceed the sum of £800

Subject otherwise to the terms Exceptions and Conditions of this policy

**2 Disciplinary Proceedings Extension**

In the event of any disciplinary proceedings by any professional regulator against

- a) the Insured or
- b) any person whilst acting in connection with the Business who is or has been or may become a director officer trustee or committee member or Employee of the Insured or is providing voluntary services for or on behalf of the Insured

in respect of Professional Services provided by the Insured the Company will indemnify the Insured or at the request of the Insured any other person as specified above against reasonable legal costs and expenses incurred in the defence of such proceedings

The Company will also pay for reasonable legal costs and expenses incurred in appealing against any judgement given

**Provided that**

- a) the original notice of such disciplinary proceedings is made in writing to the Insured or other person as specified above during the Period of Insurance and notified to the Company during or within 30 days after the expiry of the same Period of Insurance
- b) the indemnity granted by this endorsement does not
  - I. provide for payment of fines penalties or compensation
  - II. apply to costs or expenses incurred by the Insured or other person as specified above without the written consent of the Company
  - III. apply to costs or expenses recoverable under any legal expenses policy which the Insured or other person as specified above has arranged

Subject otherwise to the terms Exceptions and Conditions of this Policy

**3A Run-off Liability (Individuals) Extension**

In the event that the Insured shall cease trading by reason of the death or retirement of the Insured or if the Insured shall take a career break the Company will provide indemnity under this policy for claims first made in writing against the Insured and notified to the Company during the 36 calendar months immediately following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance

**Provided that**

- a) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- b) indemnity is not provided by any other insurance

**3B Run-off Liability (Sole Trader - Limited Company) Extension**

In the event that the Business shall cease trading by reason of the death or retirement of the director or if the director shall take a career break the Company will provide indemnity under this policy for claims first made in writing against the Insured and notified to the Company during the 36 calendar months immediately following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance

**Provided that**

- a) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- b) indemnity is not provided by any other insurance

### **3C Run-off Liability (Limited Company) Extension**

In the event that the Business shall cease trading the Company will continue to provide indemnity under this policy for claims made in writing against the Insured and notified to the Company following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance

#### **Provided that**

- a) the Company has agreed to continue to provide indemnity under this Endorsement
- b) the Insured has continued to pay an annual premium for each consecutive year in which cover as provided by this Endorsement is required
- c) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- d) indemnity is not provided by any other insurance

### **4 Sub-letting of Premises Extension**

It is noted and agreed that the Business shown on the Certificate is extended to include the letting of room(s) at the Insured's usual business premises  
Cover provided by this policy is extended to include the liability of the Insured whilst acting in the capacity as lessor of their usual business premises

#### **Provided that**

- a) indemnity is not already provided by any other insurance
- b) any liability attaching to any lessee or any person acting on behalf of such lessee in the use of such premises or in relation to any activities carried out is excluded

Subject otherwise to the terms Exceptions and Conditions of this policy

### **5 Training Extension**

It is noted and agreed that the Business shown on the Certificate is extended to include the provision of training in the business activities shown

### **6 Pregnancy Testing Extension**

The Company will indemnify the Insured in respect of liability arising from the provision of pregnancy testing services by the Insured

#### **Provided that**

- a) any person tested is advised to
  - I. obtain confirmation of the test result from a medical practitioner
  - II. consult a medical practitioner in the event that any medical symptom or condition are mentioned during consultations with such person

b) the Company shall not indemnify the Insured against liability

I. for causing or failure to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named

II. caused by or arising from the personal professional negligence of any medical practitioner

## 7 Needle or Syringe Exchange Extension

The Company will also indemnify the Insured in respect of liability arising from the provision by the Insured of needle or syringe exchange facilities

**Provided that** the Company shall not indemnify the Insured against liability

I. for causing or failure to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named

II. caused by or arising from the personal professional negligence of any medical practitioner

III. caused by or arising from medical diagnosis or prognosis or failure to medically diagnose other than in circumstances where the client is recommended by the therapist to consult a medical practitioner

IV. caused by or arising from the use of general anaesthetic

V. caused by or arising from the giving of any injection or inoculation

VI. caused by or arising from the use of X-rays

VII. caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs

VIII. caused by or arising from the dispensing manufacture mixing blending or formulation by the Insured of any products other than products administered or supplied by the Insured in the course of treatment or therapy

## 8 Bloodstock – Limitation of Liability

The Company will indemnify the Insured in respect of treatment to Bloodstock

**Bloodstock** shall mean horses which are

- a) entered or eligible for entry in the general stud book kept by Weatherby and Sons or
  - b) entered in Priors HB stud book
- and
- c) are either in training for or maintained for the purpose of racing under Jockey Club or National Hunt racing rules and registered with Weatherby and Sons for that purpose or
  - d) registered with a recognised turf authority which is the authority responsible for controlling horse racing in the country concerned

**Provided that** the total amount payable by the Company in respect of all claims in connection with the treatment of Bloodstock shall not exceed £100,000 during any one Period of Insurance

## 9 Medical Treatment Exclusion

The Company shall not indemnify the Insured against liability

- a) caused by or arising from medical diagnosis or prognosis or failure to medically diagnose other than in circumstances where the client is recommended by the therapist to consult a medical practitioner
- b) caused by or arising from the use of general anaesthetic
- c) caused by or arising from the giving of any injection or inoculation
- d) caused by or arising from the use of X-rays
- e) caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs
- f) caused by or arising from the dispensing manufacture mixing blending or formulation by the Insured of any products other than products administered or supplied by the Insured in the course of treatment or therapy

## 10 Eczema Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from any treatment knowingly provided to eczema sufferers

## 11 Electroencephalography Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from electroencephalography

## 12 Product Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the manufacture or design by the Insured on any Product Supplied

## 13 Ionisation Equipment Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the installation, maintenance or repair of ionisation equipment away from the Insured's own premises

#### **14 Treatment Failure Exclusion**

The Company shall not indemnify the Insured against liability caused by or arising from the failure of any treatment or therapy to achieve its desired effect

#### **15 HLTViii LAV & AIDS Exclusion**

The Company shall not indemnify the Insured against liability for causing or failing to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named

#### **16 Surgical & Dental Treatment Exclusion**

The Company shall not indemnify the Insured against liability caused by or arising from the conduct of the Business during the course of a surgical operation or dental treatment or for the sole purpose of effecting a surgical operation or dental treatment

#### **17 Financial Advice Exclusion**

The Company shall not indemnify the Insured against liability for any financial loss suffered by any party as a result of the giving of financial advice

#### **18 Equipment Misuse Exclusion**

The Company shall not indemnify the Insured against liability caused by or arising from the misuse of equipment

## **SECTION F PROFESSIONAL LIABILITY INSURANCE COVER - MAKING YOURSELF HEARD**

If you have cause for complaint, it is important you know we are committed to providing you with an exceptional level of service and customer care. We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you expected. When this happens, we want to hear about it so we can try to put things right.

### **Who to contact?**

The most important factors in getting your complaint dealt with as quickly and efficiently as possible are:

- to be sure you are talking to the right person, and;
- that you are giving them the right information.

### **When you contact us**

- Please give us your name and a contact telephone number
- Please quote your policy and/or claim number, and the type of policy you hold
- Please explain clearly and concisely the reason for your complaint

So we begin by establishing your first point of contact.

### **Step One - Initiating your complaint**

Does your complaint relate to:

**A:** your policy

**B:** a claim on your policy

If **A**, you need to contact Towergate Professional Risks. Call the number on your Certificate and state your complaint.

If **B**, you need to contact whoever is currently dealing with your claim and state your complaint.

In either case, if you wish to provide written details, the following checklist has been prepared for you to use when drafting your letter.

- Head your letter 'COMPLAINT'
- Give your full name, address, post code and contact telephone number(s)
- Quote the type of policy and your policy and/or claim number
- Advise the name of your insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for your complaint

The letter should be sent to the person dealing with your complaint along with any other material required.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further.

### **Step Two - If you are still unhappy**

Should the response you receive be unsatisfactory please refer the matter using the relevant details below.

Does your complaint relate to:

**A:** your policy

**B:** a claim on your policy

If **A**, ask to speak to the Managing Director of Towergate Professional Risks. Where they cannot assist they will ensure you are put in contact with the person who can resolve your complaint.

If **B**, please contact the Managing Director of Towergate Professional Risks who will be aware of the relevant Claims Office dealing with your claim.

### **Step Three - Contacting AXA Insurance Head Office**

If your complaint is one of the few that cannot be resolved by this stage, write to AXA's Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care  
AXA Insurance  
Civic Drive  
Ipswich  
Suffolk  
IP1 2AN

Tel: - 01473 205926.

Fax: - 01473 205101.

Email: - [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk).

### **Step Four - Beyond AXA**

If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints if:

- we have provided you with written confirmation that our internal complaints procedure has been exhausted
- your business has a turnover of less than £1,000,000

The Ombudsman can be contacted at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

Fax: 0207 964 1001

Referral to the Ombudsman will not affect your right to take legal action against us.

Our promise to you

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from complaints to continuously improve our service

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 6061234.

## **SECTION G LEGAL, HEALTH AND WELLBEING ASSISTANCE**

Only relevant if details of these products appear on your Certificate of Insurance.

Additional services that are available to you are 24 hour, 365 days a year access to legal advice. FirstAssist Services Limited, who have over 30 year's experience of providing telephone services deliver this service to you.

### **Legal Helpline**

Their legal advice team can give you information and advice on, but not limited to the following areas:

- Areas affecting your business life – contracts, supply of services, property, landlord and tenant, licensing disputes. Intellectual property, debt, employment
- Personal matters – domestic problems, consumer matters, neighbourhood problems, motoring prosecution, debt and credit issues and management, divorce, victims of crime and compensation rights etc

The team is able to provide you with practical and easily understood information about issues concerning the law.

### **Health and Wellbeing Helpline**

The 24/7 telephone service is provided by FirstAssist's team of professional doctors, nurses and specialists. It delivers a whole range of general lifestyle issues including:

- Lifestyle- diet and nutrition, weight loss
- Health – women's, men's, children's, elderly issues etc
- Medical and Health – hospital procedures, medication, rights, symptoms
- Lifestage – junior, elderly and dependant issues
- Pre-travel advice – vaccinations, availability of help, travel help, visa requirements

The service is not a diagnostic service.

### **Health and Wellbeing Web Portal**

The FirstAssist on-line portal gives you the resources and inspiration to make simple changes to develop a healthier, more balanced and productive lifestyle. Key features of the site are:

- Active Life Programme – designed to guide you to your health goal
- Clinically validated and up to date health and wellbeing programmes with supporting information
- Active Sport Programmes – for those motivated to tackle specific sports or goals or training for competitions – from triathlons to strength training
- Active Care – programmes designed to help you avoid illness or in the case of existing conditions, manage or alleviate the symptoms
- Useful self help guides and fact sheets
- Help on a wide range of issues such as medical information, diet and nutrition and even guidance on travelling overseas and quitting smoking

To use the on-line service go to <https://firstassist.fitness2live.co.uk> and register using your scheme code.

To use any of the telephone services, simply call 01455 251155 and quote your scheme number and advise the operator the service that you require