



# **Complementary Therapy And Professional Practices Wording**

Professional Malpractice, Public, Products and Professional  
Liability Insurance.



## **Contents**

### Important Information

- 1 Insuring Clauses
- 2 Costs and Expenses
- 3 Automatic Extensions
- 4 Exclusions
- 5 Conditions
- 6 Definitions



## **Important Information**

### THIS POLICY

This Policy is an important document. The Policy wording, Certificate of Insurance and Schedule together set out the cover provided, the amount insured and the terms and conditions of your insurance. Please read it carefully and keep it in a safe place.

Your Insurance Broker has arranged this Policy for you. If you have any questions about your cover, or you wish to contact Underwriters, please ask your Insurance Broker for assistance.

### CLAIMS MADE POLICY

This policy is issued by Underwriters on a claims made and notified basis. This means that the policy only covers claims first made against you during the period of insurance and notified to Underwriters in writing during the period of insurance. The policy does not provide cover for any claims made against you during the period of insurance if at any time prior to the commencement of the period of insurance you were aware of facts which might give rise to those claims being made against you.

### YOUR DUTY OF DISCLOSURE

You have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, upon what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows, or in the ordinary course of its business, ought to know;
- As to which compliance with your duty of disclosure is waived by the insurer.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim or we may cancel the contract. If your non-disclosure is fraudulent, we may also have the option of voiding the contract *ab initio* to inception.

### POLICY CANCELLATION

In the event of policy cancellation by the insured, Underwriters cancellation rates will apply.

### PRIVACY STATEMENT

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy. We may disclose your information to third parties such as lawyers, claims adjusters, and others appointed by Underwriters to assist us in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty of Disclosure.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the Underwriters Privacy Statement, and to obtain their consent.



#### COMPLAINTS HANDLING

Any enquiry or complaint relating to this insurance should be referred to your broker in the first instance. We have a complaints handling and internal dispute resolution process to assist you, and information about our complaints handling procedures is available upon request.

In consideration of the payment of the Premium and in reliance on the contents of the Proposal and any other information submitted by or on the Insured's behalf, Underwriters will indemnify the Insured in accordance with the terms of this Policy.



## **1. INSURING CLAUSES**

We will indemnify the Insured, up to the Limit of Indemnity, against all sums which the Insured shall become legally liable to pay as damages for a Claim first made against the Insured and notified to Us during the Insurance Period, arising from the Insured's conduct of the Business and arising from:

### **PROFESSIONAL MALPRACTICE**

- 1.1 Injury to any patient of the Insured caused by any negligent act, error or omission committed by the Insured.
- 1.2 Injury to any patient caused by a Good Samaritan Act.

### **PUBLIC LIABILITY**

- 1.3 Accidental Injury to any third party, or accidental loss of or damage to third party Property.

### **PRODUCTS LIABILITY**

- 1.4 Accidental Injury to any third party or accidental loss of or damage to third party Property caused by a defect in Products.

### **PROFESSIONAL LIABILITY**

#### **Errors & Omissions**

- 1.5 Financial Loss to third parties caused by any negligent act, error or omission committed by the Insured in or about the conduct of their business as stated in the proposal.

#### **Confidentiality**

- 1.6 Breach of professional confidentiality in or about the conduct of their occupation or business as stated in the proposal form or declaration.

#### **Libel & Slander**

- 1.7 Actual or alleged defamation, libel or slander committed without animosity by reason of words written or uttered by the assured in or about the conduct of their occupation or business as stated in the proposal form or declaration. Only where, upon Our reasonable request, the Insured issues an apology or an expression of regret. If the Insured refuses to issue an apology or an expression of regret, we will not be liable to defend or indemnify the Insured in respect of any Claim after the date of such refusal.

#### **Dishonesty**

- 1.8 Actual or alleged dishonest or fraudulent acts or omissions of a Principal or Employee provided that:
  - (a) We will not indemnify any person who commits or condones any such conduct;
  - (b) there is no indemnity for any loss or damage sustained after the date of the Insured's discovery of any such conduct, or the date upon which the Insured had reasonable cause for suspicion of such conduct;
  - (c) the Insured will, at Our request and expense take all reasonable steps to obtain reimbursement from any person committing or condoning such conduct;

- (d) the amount of indemnity available under this Policy will be reduced by any amount equal to the sum of any monies recoverable from any person committing or condoning such conduct, any monies owed by the Insured to any such person, any monies held by the Insured and belonging to any such person, and any monies recovered by Underwriters from exercising our rights of subrogation; and

#### 1.9 Intellectual Property

Infringement or alleged infringement of copyright, trademarks, registered designs or patents.

## **2. COSTS AND EXPENSES**

- 2.1 We will also indemnify the Insured in addition to the Limit of Indemnity for Costs and Expenses incurred with our prior consent in the defence, settlement or investigation of a Claim indemnified under this Policy.

## **3. AUTOMATIC EXTENSIONS**

These Extensions are included automatically and each is subject to the terms of this Policy except where varied by the Extension.

### **Inquiries**

- 3.1 We will pay all Costs and Expenses incurred with Our prior consent for the attendance by the Insured at any Inquiry provided that:
  - (a) The Inquiry is commenced, ordered or commissioned during the Insurance Period and is notified to us during the Insurance Period;
  - (b) Our consent is obtained before the Costs and Expenses are incurred; and
  - (c) At Our option, we can nominate legal advisors to be used.

### **Loss of Documents**

- 3.2 In addition to the cover provided under the Insuring Clauses, We will indemnify the Insured for:
  - (a) any Claim first made against the Insured and notified to Underwriters during the Insurance Period which arises from loss of or damage to Documents in the Insured's physical custody or control; and the reasonable and necessary costs and expenses (other than the Insured's own time) incurred in replacing, restoring or reconstituting Documents of the Insured which have been lost or destroyed, provided that:
    - (i) the loss or damage is sustained and notified to Underwriters during the Insurance Period;
    - (ii) any document kept in magnetic or electronic form is duplicated with the intention that the back up or duplicate document be used as the basis for restoring any lost or damaged Document to its original status; and
    - (iii) this indemnity does not extend to damage caused by normal wear and tear or for corruption, theft, interference with, lack of access to electronically stored data caused or contributed to by a computer virus or a third party where such costs, charges and expenses relate to the replacement or restoration of such data after a period of more than forty-eight (48) hours after the computer virus or act took effect.



#### **Reinstatement of the Limit of Indemnity**

- 3.3 While the Limit of Indemnity for any one Claim remains unchanged, if the Limit of Indemnity is exhausted during the Insurance Period, We agree to reinstate the Limit of Indemnity as stated in the Schedule, provided that our aggregate liability including Costs and Expenses during the Insurance Period shall not exceed the Aggregate Limit of Indemnity.

#### **Run-Off Cover**

- 3.4 If the Named Insured ceases to exist or operate, or is consolidated with, merged into, or acquired by any other entity, We will indemnify the Named Insured under this Policy in respect of any Claim first made against the Named Insured and notified to us during the Insurance Period arising from the Named Insured's conduct of the Business prior to the date that the Named Insured ceased to exist or operate, or was consolidated with, merged into or acquired by another entity. The run-off period is a maximum of 24 months and only available if Marketform are still the Underwriters of this scheme.

#### **Students**

- 3.5 The definition of Employee at Clause 6.7 is extended to include any student, apprentice or trainee who during or prior to the Insurance Period obtains practical work experience with the Insured as part of a University, College of Advanced Education, College, or government accredited training course, but only in respect of work performed for and on the Named Insured's behalf in the Business and under the Named Insured's direct supervision and control.

## **4. EXCLUSIONS**

We will not indemnify the Insured for:

### **Asbestos**

- 4.1 Any Claim arising directly or indirectly from or in connection with asbestos or asbestosis.

### **Assault and Battery**

- 4.2 Any Claim arising directly or indirectly from or in connection with assault, battery or any violence committed by or on behalf of the Insured unless reasonably necessary for the protection of persons or property.

### **Assumed Liability and Right of Recovery**

- 4.3 Any Claim arising directly or indirectly from or in connection with any liability:
- (a) assumed by the Insured under a contract, deed, agreement, warranty, guarantee, condition or undertaking unless such liability which would have existed in the absence of that contract, deed, agreement, warranty, guarantee, condition or undertaking; or
  - (b) for which the Insured has foregone, excluded or limited a right of recovery against any party.

### **Body Piercing**

- 4.4 Any Claim arising directly or indirectly from or in connection with the piercing of genitalia.

### **Financial Loss**

- 4.5 Subject to insuring clause 1.5 any claim arising directly or indirectly from or in connection with any actual or alleged:
- a) Insolvency or bankruptcy
  - b) Infringement of copyright, Trade Mark or infringement of the Data Protection Act 1998.

### **Damage to Property**

- 4.6 Any Claim arising directly or indirectly from or in connection with 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 other than clothing or personal effects, except where such clothing or personal effects have been left unattended.

### **Directors and Officers**

- 4.7 Any Claim made against a Principal or Employee where such Claim is made solely by reason of the person holding the position, or having acted in the position of director or officer of the Named Insured and having acted in that capacity.

### **Dishonest or wilful acts**

- 4.8 Subject to Insuring Clause 1.8 any Claim or Inquiry arising directly or indirectly from or in connection with any actual or alleged:
- (a) dishonest, fraudulent or criminal acts, errors or omissions; or
  - (b) wilful breach of any statute, contract, agreement or duty; or
  - (c) any act, error or omission committed or omitted in reckless disregard of or by the Insured.

### **Employment Liability**

4.9 Any Claim:

- (a) in relation to, or for, an actual or alleged Employment Breach; or
- (b) for breach of any obligation owed by the Insured in its capacity as employer to any Employee or in respect of which compensation is available under any workers' compensation scheme or any similar legislation.

### **Fines, Penalties and Damages**

- 4.10 Any fines or penalties including but not limited to civil or criminal penalties, or any punitive, multiple, aggravated or exemplary damages.

### **Insolvency**

- 4.11 Any Claim arising directly or indirectly from or in connection with the administration, receivership, insolvency or bankruptcy of the Insured.

### **Manufacture and Alteration of Products**

- 4.12 Any Claim arising directly or indirectly from or in connection with the manufacture, construction, alteration, repair, repackaging, servicing or treating of any Products.

### **Pollution**

- 4.13 Any Claim arising directly or indirectly from or in connection with:

- (a) seepage, subsidence, pollution or contamination; or
- (b) the cost of removing, nullifying or cleaning up seeping, polluting, or contaminating substances.

### **Prior Known Claims and Circumstances**

- 4.13 Any Claim first made against the Insured prior to the Insurance Period; or any Claim arising from any matter disclosed or notified to Us or any other Insurer prior to the Insurance Period as being either a Claim or circumstances which could result in a Claim; or any Claim arising from any litigation or Inquiry that was in progress or pending prior to the Insurance Period.
- 4.14 Any Claim arising directly or indirectly from or in connection with any fact, situation or circumstance of which the Insured was aware prior to the Insurance Period and which the Insured knew, or ought reasonably to have known, to be a fact, situation or circumstance which could result in a Claim.

### **Product Recall**

- 4.15 The costs of recall, removal, repair, alteration, replacement or reinstatement of or refund for any Product supplied by the Insured where such Products are or are suspected to be defective, deficient, inadequate or dangerous.

### **Radiation**

- 4.16 Any Claim arising directly or indirectly from or in connection with ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Related Persons**

- 4.17 Any Claim:
- (a) made against the Insured by any Related Persons, unless originally emanating from an independent third party; or
  - (b) by any Employee for Personal Injury, unless the Personal Injury is caused by the negligent acts, errors or omissions of the Insured while the Employee is a patient of the Insured.

**Retroactive Liability**

- 4.18 Any Claim or Inquiry arising directly or indirectly from or in connection with any:
- (a) event or occurrence; or
  - (b) acts, errors or omissions committed or alleged to have been committed, prior to the Retroactive Date.

**Sun Tanning Cancer Exclusion**

- 4.19 Any Claim arising directly or indirectly from or in connection with:
- (a) skin cancer, including but not limited to melanoma;
  - (b) any injury, disease, disorder or physical condition of the body resulting from skin cancer; or
  - (c) any by-product or associated disease resulting from skin cancer, caused or aggravated by the use, operation, ownership or maintenance of any sun tanning devices, or from undergoing sun tanning treatments or sessions.

**Under the Influence**

- 4.20 Any Claim arising directly or indirectly from or in connection with the Insured being under the influence of intoxicants or narcotics in the Insured's conduct of the Business.

**USA and Canada**

- 4.21 Any Claim arising from:
- (a) any legal proceeding brought in any court of the United States of America or Canada, or their dominions and protectorates, or arising from any judgment registered or lodged in connection with such a legal proceeding; or
  - (b) any work or activities undertaken by the Insured in the United States of America or Canada, or their dominions and protectorates.

**Vehicles**

- 4.22 Any Claim arising from the ownership, possession or use by or on behalf of the Insured of:
- (a) any motor vehicle or trailer for which compulsory insurance is required by law, other than Claims arising from damage to any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking; or
  - (b) any aircraft, watercraft or hovercraft, other than Claims arising from the emergency transportation of any patient accompanied by the Insured.

### **War and Terrorism**

- 4.23 Any Claim arising directly or indirectly from or in connection with:
- war, invasion, acts of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority;
  - (a) any act of Terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to an act of Terrorism.

## **5. CONDITIONS**

### **Claims Notification**

- 5.1 In the event of a Claim or Inquiry arising under this Policy the Insured must give immediate written notice or written notice as soon as practically possible, but in any event within the Insurance Period, to Paul Napier Limited at the address stated in the Schedule.

### **Co-operation and Mitigation**

- 5.2 The Insured must, at its own expense, give Underwriters such information and assistance as Underwriters consider necessary to:
- (a) determine an appropriate course of action in relation to any Claim, Potential Claim or Inquiry; and
  - (b) identify any parties that the Insured may have rights against in connection with the Claim or Potential Claim.
- 5.3 The Insured must, at its own expense, take all reasonable steps to avoid, minimise or mitigate any liability, loss or damage that is or may be the subject of a Claim or a Potential Claim.

### **Management of Claims**

- 5.4 The Insured or its legal representatives must not:
- (a) take any action which is prejudicial to Underwriters interests; or
  - (b) admit liability for or settle any Claim or Potential Claim; or
  - (c) incur any Costs and Expenses without Our prior consent.
- 5.5 Underwriters will be entitled at any time, but not obligated, to take over and conduct:
- (a) in the name of the Insured the defence of any suit, legal proceeding or action the subject of a Claim;
  - (b) the investigation of any Claim or Potential Claim; or
  - (c) handle any Inquiry;
- and Underwriters may appoint legal representatives of Our choice for these purposes.



- 5.6 Underwriters will have the discretion to negotiate the settlement of any Claim or Potential Claim. If Underwriters recommend the settlement of a Claim or Potential Claim for a certain amount, and the Claim or Potential Claim can be settled for that amount but the Insured refuses to agree to the settlement and decides to contest the Claim or Potential Claim, then We are only liable under this Policy:
- (a) for the recommended settlement amount; and
  - (b) Costs and Expenses up to the date of the Insured's refusal to settle.
- 5.7 Any payments made in accordance with Condition 5.6 to settle a Potential Claim will be subject to the Excess and will be deemed to be a payment made to settle a Claim for the purposes of this Policy including for the purposes of calculating the Limit of Indemnity.
- 5.8 Legal representatives retained by Marketform to act on the Insured's behalf are free to disclose to Marketform any information obtained while acting for the Insured and the Insured agrees to waive any legal professional or client privilege to the extent that such privilege may have prevented such disclosure to Marketform.

#### **Aggregation**

- 5.9 Where more than one Claim or Potential Claim results from a single:
- (a) event or occurrence; or
  - (b) act, error or omission;
- those Claims or Potential Claims will be deemed by this Policy to be one Claim or Potential Claim and Underwriters will apply this General Condition when determining the Limit of Indemnity available, and the Excess applicable to any Claims or Potential Claims.
- 5.10 For the purposes of General Condition 5.9:
- (a) all causally connected acts, errors or omissions shall jointly constitute a single act, error or omission; and
  - (b) a continuous or repeated exposure to substantially the same general conditions will constitute a single event or occurrence.

#### **Consideration**

- 5.11 The indemnity provided by Underwriters under this Policy is in consideration of the payment of the Premium.
- 5.12 The Insured agrees to pay the Premium within thirty (30) days of commencement of the Insurance Period.

#### **Excess**

- 5.13 The Insured is liable to pay the Excess stated in the Schedule for each Claim, Inquiry and Loss of Documents. However, the Excess will not apply to Costs and Expenses.

#### **Limit of Liability**

- 5.14 Underwriters liability under this Policy for any one Claim, Potential Claim, Inquiry or Loss of Documents, will not exceed the Limit of Indemnity. The Limit of Indemnity is exclusive of Costs and Expenses.
- 5.15 Underwriters are not obliged to defend, or continue to defend any Claim or Potential Claim or to pay or continue to pay for Loss of Documents or Costs and Expenses once the Limit of Indemnity has been eroded.



- 5.16 Underwriters aggregate liability under this Policy during the Insurance Period for all Claims, Potential Claims, Inquiries and Loss of Documents including any reinstatements of the Limit of Indemnity together with Costs and Expenses shall not exceed the Aggregate Limit of Indemnity.

**Maintenance of records**

- 5.17 The Insured must at all times:
- (a) maintain accurate descriptive records of all professional services and equipment used in medical, clinical or therapeutic consultation, treatments or procedures, which records must be available for inspection and use by Underwriters in the investigation and/or defence of any Claim to which they relate; and
  - (b) retain all such records for at least Five (5) years from the date of consultation, treatment or procedure and, in the case of a minor, for a period of at least Five (5) years after that minor attains majority.

**Material change**

- 5.18 The Insured must notify Underwriters within thirty (30) days of any material change in the nature of the Business or any material change to the risk during the Insurance Period.

**Professional instruments**

- 5.19 Any instrument used or intended for use in the Business and which is intended to be used in contact with skin tissue, or to penetrate skin tissue (whether human or animal), or to be used in contact with bodily fluid (whether human or animal) must be:
- (a) handled, used and stored in accordance with the manufacturer's instructions; and
  - (b) where approved by the manufacturer(s) and by the Department of Health, or equivalent, to be used more than once, sterilised prior to such use using only sterilising apparatus specifically approved by the manufacturer and in accordance with the instructions, recommendations or guidelines of such manufacturer, and in accordance with Department of Health guidelines, or equivalent.

**Subrogation**

- 5.20 Where Underwriters have paid a Claim or a Potential Claim under this Policy, Underwriters will become subrogated to all rights and remedies the Insured may have against any party in relation to that Claim or Potential Claim. At Underwriters request, and without charge, the Insured must assist (including giving evidence at any civil hearing) and provide such information and documentation (including signed statements) as Underwriters reasonably require to exercise such rights.

## **6. DEFINITIONS**

- 6.1 **Aggregate Limit of Indemnity** means the aggregate limit of indemnity stated in the Schedule.
- 6.2 **Business** means the professional services provided by the Insured as stated in the Schedule and also includes the ownership or occupation of the Named Insured's Business premises.
- 6.3 **Claim** means:
- (a) any demand for compensation or damages or any assertion of a financial right made by a third party in writing to the Insured; or
  - (b) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured and claiming compensation, damages, or other civil right or remedy against the Insured.
- 6.4 **Costs and Expenses** means all reasonable legal fees, legal costs and other expenses incurred by or on behalf of the Insured, with Our prior consent, in the investigation, defence or settlement of any Claim and/or for the representation or attendance at any Inquiry and/or in the investigation of Potential Claims.
- 6.5 **Documents** means deeds, wills, agreements, maps, plans, books, letters, certificates, forms and documents of any nature, whether written, printed or reproduced by any method and includes computer records and electronically stored data, but does not mean money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.
- 6.6 **Employee** means any natural person who is, during or prior to the Insurance Period:
- (a) employed by the Named Insured under a contract of service, traineeship, or apprenticeship; or
  - (b) self-employed but not in partnership with the Insured,
- but only while employed or engaged by the Named Insured and under the Named Insured's direct supervision and control, but does not include Medical Practitioners acting in such capacity.
- 6.7 **Employment Practices Breach** means:
- (a) wrongful termination of employment whether actual or constructive;
  - (b) employment discrimination of any kind;
  - (c) sexual or other harassment in the workplace; or
  - (d) wrongful deprivation of career opportunity, employment related misrepresentations, retaliatory treatment against an Employee or Principal of the Insured, failure to promote, demotion, wrongful discipline or evaluation, or refusal to hire.
- 6.8 **Excess** means the amount shown in the Schedule as the Excess.
- 6.9 **Good Samaritan Act** means emergency first aid or medical assistance 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 and for which the Insured has no expectation of payment or other reward.
- 6.10 **Injury** means bodily injury, mental injury, illness, disease or death.



- 6.11 **Inquiry** means an official investigation, examination, tribunal, inquiry or other official proceeding conducted in person or on the papers directly related to the Insured's conduct of the Business, held or conducted by an overseeing professional body or industry association or any coronial inquiry.
- 6.12 **Insurance Period** means the period shown in the Schedule as the Insurance Period, unless terminated earlier.
- 6.13 **Insured** means:
- (a) the Named Insured;
  - (b) the current and former Principals and Employees of the Named Insured in their exercise and conduct of the Business, excluding Medical Practitioners acting in such capacity; and
  - (c) the estate or legal representatives of any person who would otherwise be indemnified under this Policy.
- 6.14 **Limit of Indemnity** means the amount shown in the Schedule as the Limit of Indemnity.
- 6.15 **Named Insured** means the person or entity named as the Insured in the Schedule;
- 6.16 **Our** means Marketform Syndicate 2468 at Lloyd's.
- 6.17 **Potential Claim** means any facts notified to you written or verbally or following treatment that may give rise to a claims in the future.
- 6.18 **Premium** means the amount stated as Premium in the Schedule.
- 6.19 **Principal** means, where the Insured is an individual, that individual, where the Insured is a firm, a partner of that firm, or where the Insured is a company, a director of that company.
- 6.20 **Products** means any solid, liquid or gaseous substance or component part thereof sold, supplied or distributed by or through the Insured in the conduct of the Business.
- 6.21 **Property** means:
- (a) tangible property not in the Insured's possession or control;
  - (b) premises that the Insured occupies for the purposes of the Business;
  - (c) premises and their contents not owned or leased by the Insured at which the Insured is undertaking work in connection with the Business; and
  - (d) any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- 6.22 **Proposal** means the written proposal form bearing the date stated in the Schedule together with any supplementary material submitted to Us by or on behalf of the Insured.
- 6.23 **Related Persons** means any person or entity covered by this Policy, any Subsidiary, trustee or nominee of the Insured, or any spouse, domestic partner, parent, parent-in-law, domestic partner of parent, sibling, or child of the Insured or any spouse or domestic partner of the Insured's sibling or child.
- 6.24 **Retroactive Date** means the date shown in the Schedule as the Retroactive Date.



- 6.25 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear.
- 6.26 **Underwriters** means Marketform Syndicate 2468 at Lloyd's
- 6.27 **Us and We** means Paul Napier Limited on behalf of Marketform Syndicate 2468 at Lloyd's.