



Medical Malpractice Insurance

Expedition Medic

www.glemham.com

Section 1 Policy Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in this Policy unless We state otherwise

Any additional definitions will be listed only in the section to which they apply and any Endorsements to which they apply

A defined word or phrase will be printed in bold each time it appears in this Policy

Abuse

Any direct or indirect act or failure to act that intentionally harms or injures a third party For the purposes of this Policy Abuse shall include any form of physical sexual and psychological harm or injury arising in the course of Your Business

Business

Professional services performed by You as stated in the proposal or declaration and as shown in the Schedule

Policy

This insurance document and the Schedule including any Endorsements

Circumstance

Any event incident situation or complaint which could give rise to a Claim

Claim

Any

- a. written or verbal notice of demand for compensation made by a third party against You or
- b. Claim form statement of Claim summons application or other originating legal or arbitral process cross-Claim counter Claim or third or similar party notice served upon You

arising out of any actual or alleged breach of Your Business. Also includes any Circumstance

Clinical Trials

Any organised study or test that uses human or animal subjects to develop effectiveness or safety data for a designated treatment procedure or Product

Cyber Liability

Any liability arising from the content of Your computer systems or website or any additions made by a hacker to Your computer systems or website

Defence Costs

All costs fees and expenses incurred with Our prior written agreement in the defence Investigation mitigation or settlement of a Claim

Documents

Shall include any deeds wills agreements maps plans books letters policies certificates forms and Documents of any nature whatsoever whether written printed or reproduced by any method including computer records and electronic data material However this shall not include any bearer bonds or coupons stamps bit-coins bank or currency notes or any other negotiable instruments

Endorsement

A change to the terms of the Policy formally endorsed and attached to this Policy

Excess

The amount You must bear as the first part of each agreed Claim or loss

Geographic Limits

The Geographic Limits stated in the Schedule

Good Samaritan Acts

Any treatment administered by You at the scene of a medical emergency accident or disaster where You were present following such medical emergency accident or disaster

Investigation

Any official examination or inquiry by

- a. any court tribunal or regulatory authority or
- b. any committee of any association or professional body of which You are a member

arising out of any actual or alleged breach of Your Business.

Limit of Indemnity

Our maximum limit of liability under this Policy as stated in the Schedule

Malpractice

Any bodily injury mental injury illness disease or death of any patient caused by any negligent act error or omission committed by You in or about the conduct of Your Business

Period of Insurance

The time for which this Policy is in force as stated in the Schedule

Pollutants

Any substance solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapours soot fumes acids alkalis chemicals and waste materials. Waste materials include but are not limited to recycled reconditioned or reclaimed materials. However pollution shall not include asbestos or radiation or contamination as described

Premium

The Premium specified in the Schedule

Product

Any property after it has left Your custody or control which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by You or on Your behalf Any food or drink supplied by or on Your behalf primarily to Your employees as a staff benefit is not a Product

Retroactive Date

Notwithstanding section 5.1 Prior or pending acts and section 6.7 Claims made policy the Retroactive Date is the date specified in the Schedule from which We will cover Business You performed but only where such Business was disclosed to and accepted by Us

Schedule

The Schedule attached to this Policy

Terrorism

For the purpose of this Policy 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) committed for political religious ideological or similar purposes including the intention to influence any government and or Business and/or to put the public or any section of the public in fear

We / Us / Our

The insurers named in the Schedule

You / Your

The Policy Holder named in the Schedule. Also includes any members, partnership, corporation, institution or entity which has legal capacity and is named in the Schedule including those principals, partners, directors, members of ethics committees, employees and volunteers working on Your behalf or under Your direction. Also includes the personal representatives of the estate of any person who would otherwise be indemnified under this Policy

Section 2 Important Information

We are dedicated to providing You with a high quality service. This Policy is designed to provide You with cover through specialised coverage sections. You can identify the cover You have purchased by looking at the Policy Schedule. This Policy will form the contract between You as the insured and Us Your insurers subject to the terms and conditions detailed below.

The headings used in this Policy are for ease of reference and identification purposes only. Any Endorsement or other variation which relates to this Policy is subject to the terms and conditions below. Words and phrases in bold have been given specific meanings and can be found in the definitions section of the Policy.

2.1 How to make a complaint

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. If You have any questions or concerns about your policy or the handling of a Claim You should, in the first instance contact Your broker. In the event that You remain dissatisfied and wish to make a complaint You can do so at any time by referring the matter to the Compliance Department, Westfield Specialty Managing Agency Ltd, 23 Camomile Court, 23 Camomile Street, London, EC3A 7LL or the Complaints Team at Lloyd's.

The address for the Complaints Team at Lloyd's is

Complaints, Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RM

Telephone 020 7327 5693
Fax 020 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at www.financial-ombudsman.org.uk.

Making a complaint does not affect Your right to take legal action.

2.2 How to make a Claim

You must notify Us in writing within the Period of Insurance as soon as reasonably practicable or at latest within 21 days of receipt of any Claim made against You, or awareness of a Circumstance which may be covered under this Policy.

2.3 This document

This document the Schedule and any Endorsements attached form Your Policy and sets out the conditions of the insurance between You and Us. Please read the whole document carefully to ensure that it accurately reflects Your circumstances and the level of cover You requested. Please contact Your insurance broker immediately if You need to make changes

Subject to payment of the Premium or as agreed in writing, We agree to provide indemnity including any Defence Costs in accordance with and subject to the terms and conditions of this Policy

2.4 Your Premium

Your Premium has been based on information We received on Your behalf by way of a proposal or declaration or in other ways We have relied on such information to decide whether to enter into this contract and on what terms

2.5 Information you gave us

By accepting this Policy You accept and agree that all statements particulars and Documents referred to or contained within the proposal or declaration provided to us are accurate and true and should You become aware during the Period of Insurance that the information provided is inaccurate or there are any changes You must inform Your insurance broker as soon as practicable

If We establish that you deliberately or recklessly provided Us with false or misleading information We will treat this Policy as if it never existed and decline all Claims

If We establish that You carelessly provided us with false or misleading information it could adversely affect Your Policy and any Claim For example We may

- a. treat this Policy as if it had never existed and refuse to pay all Claims and return the Premium paid We will only do this if We provided You with insurance cover which We would not otherwise have offered
- b. amend the terms of Your insurance We may apply these amended terms as if they were already in place if a Claim has been adversely impacted by Your carelessness
- c. reduce the amount We pay on a Claim in the proportion the Premium You have paid bears to the Premium We would have charged You or
- d. cancel Your policy in accordance with section 7.7 Policy cancellation

We will write to You if We

- i. intend to treat Your Policy as if it never existed or
- ii. need to amend the terms of Your Policy

2.6 Interpretation

Any words or expressions to which a specific meaning attaches appears in the Policy in bold black type and shall bear that special meaning wherever they appear The meanings of these words can be found under Section 1 Policy Definitions, above and

- a. the singular includes the plural and vice versa
- b. any headings are for ease of reference only and
- c. a reference to any statutory provision includes any successor enactment

Any dispute concerning the interpretation of the terms conditions limitations and or exclusions contained within this Policy are understood and agreed by both You and Us to be subject to the laws of England and Wales Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction All matters arising hereunder shall be determined in accordance with the laws and practice of such court

2.7 Data Protection – Privacy Notice

Use of Data

For the purposes of the Data Protection Act 2018, the Data Controller in relation to any personal data You supply is Glemham Underwriting Limited and the definition of We/Us/Our includes Glemham Underwriting Limited

Where We arrange an insurance contract for You the use of Your data is necessary for You to enter into the contract and for the insurance to operate

If You do not provide the information required We are unlikely to be able to arrange Your insurance and may not be able to do any other business with You

Although We refer to You We may also collect personal data relating to people working for You or for whom You work as well as parties who make claims against You

All personal data will be held subject to this policy irrespective of the source

Insurance Administration

It is Glemham Underwriting Limited's policy only to process that personal information which is essential to the underwriting of each insurance product requested and it will only process Your data for the purposes of insurance administration at all times in a lawful manner

In addition Your information will also be used for the purposes of insurance administration by the insurer and its associated companies and agents by their reinsurers and by Your insurance intermediary

It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing Glemham Underwriting Limited's or the insurer's compliance with any regulatory rules or codes Your information may also be used for offering renewal research and statistical purposes and crime prevention

It may be transferred to any country (including countries outside the European Economic Area) for any of these purposes and for systems administration

Where this happens We will ensure that anyone to whom We pass Your information agrees to treat Your information with the same level of protection as if We were dealing with it

If You give us information about another person in doing so You confirm that they have given You permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that You have told them who We are and what We will use their data for as set out in this notice

In the case of personal data with limited exceptions and on payment of the appropriate fee the data subject has the right to access and if necessary rectify information held about them You or they may have the right to object to or restrict Our processing of Your or their personal information however if You or they do We may be unable to continue to provide services to You and this may mean that We are unable to process Your enquiry or claim or that Your insurance cover will stop Additionally, You or they may require us to erase such data from Our records. In all instances such request should be sent to the Managing Director using the contact details below

In assessing any claims made the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments bankruptcy orders or repossessions).

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators)

Credit Searches and use of Third Party Information

To ensure We have the necessary facts to assess Your insurance risk and verify Your identity or to help prevent fraud and provide You with Our best premium and payment options it may be necessary for Us to obtain information relating to You and Your business from third parties at quotation and renewal and in certain circumstances where policy amendments are requested

This information may include a quotation search from a credit referencing agency which will appear on Your credit report and will be visible to other credit providers. It will be clear that this is an insurance quotation rather than a credit application by You to pay by monthly instalments.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, We may need to collect data that the Data Protection Act 2018 defines as sensitive (such as medical history or criminal convictions).

Data Retention

We only process personal data where it is necessary to do so for the purpose of general insurance intermediation and it is currently Our policy to hold such data indefinitely to guarantee that We are able to reply promptly and accurately to any query that may arise in the future.

Automated Decision-Making

We utilise automated decision-making in certain cases (where We provide products to insurance providers who transact business online) but the cover and risk selection criteria are the same as We deploy offline and decisions are reinforced manually in all cases post-sale.

We do not undertake automated client profiling and You always have the right to have Your policy underwritten offline if You wish to opt out of automated decision-making but this may mean Your insurance costs more because of the increased cost of servicing business in this way.

Contacting Glemham Underwriting Limited about Data Protection

For all details regarding compliance with data protection laws please contact the Managing Director of Glemham Underwriting Limited via the following means:

Post	The Managing Director Glemham Underwriting Limited The Technology Centre Station Road, Framlingham Woodbridge IP13 9EZ
Telephone	01728 441441
Email	info@glemham.com

Making a Data Protection Complaint against Glemham Underwriting Limited

If (following contacting Us as set out above) You are still dissatisfied with how Your data has been processed, You are entitled to contact the Information Commissioner's Office via the following means:

Post	Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF
Telephone	0303 123 1113
Email	available via the Contact Us page on Website https://ico.org.uk

Section 3 Insuring clause

3.1 We agree to indemnify You against all sums which You shall become legally liable to pay as damages including claimants costs in accordance with the law of those countries as stated in the Schedule for any Claim made against You during the Period of Insurance for

- a. Malpractice and
- b. negligence or breach of a duty of care arising as a result of Your Business

3.2 Defence Costs and expenses

With Our prior written consent We also agree to pay all Defence Costs incurred in connection with any Claim which is the subject of indemnity within this Policy provided that the total amount payable in respect of damages and Defence costs shall not exceed the Limit of Indemnity as stated in the Schedule for any one Claim or all Claims arising out of or in connection with the same originating cause or source, or all losses for which cover is available arising out of or in connection with the same originating cause or source

Section 4 Extensions of Cover

With Our prior written consent and arising as a result of your Business We agree to provide indemnity under this section at no additional Premium however Our total aggregate liability during the Period of Insurance applicable to each specific section listed shall not exceed the amounts shown Also such limits shall be included within and not in addition to the overall Limit of indemnity You must pay the Excess for each Claim unless otherwise stated

4.1 Breach of confidentiality

We agree to indemnify You in respect of Your civil liability for any Claim for compensation arising from any breach of confidentiality including any infringement of the Data Protection Act 1998

The most We will pay You under this section is GBP25 000 each and every Claim and in the aggregate in any one Period of Insurance however this extension does not apply to any costs or expenses You incur in replacing reinstating rectifying or erasing any personal data

4.2 Breach of intellectual property

We agree to indemnify You against Your civil liability for compensation arising from any Claim made against You for any unintentional infringement of copyright trademark registered design or patent or any plagiarism

The most We will pay You under this section is GBP25000 each and every Claim and in the aggregate in any one Period of Insurance

4.3 Continuous cover

We agree to indemnify You, notwithstanding exclusion 5.1 Prior or pending acts and claims made notice for any Claim arising from a fact or Circumstance

- a. of which you first became aware prior to the Period of Insurance and which You knew or ought to have reasonably known had potential to give rise to a Claim and
- b. which should have, but was not, notified to Us under an earlier policy under which We were indemnifying You

Provided that

- i. such indemnity shall not apply to any Claim where Your failure to notify such Claim is fraudulent and
- ii. We have continuously insured You between the date when the Circumstance should have been notified and the date the Claim was actually notified

4.4 Coroners inquests

We agree to provide costs You incur arising out of the representation at any Coroner's enquiry following the death of any patient of Yours and of which You are legally required to attend

The most We will pay You under this section is the limit shown in the Schedule and is applicable to any one Period of Insurance

4.5 Court attendance costs

We agree to provide court attendance costs You incur where You are legally compelled to attend a civil proceeding as a witness in a Claim covered by this Policy

The most We will pay You under this section is GBP100 per day for employees and GBP250 per day for directors up to a maximum GBP25 000 any one Period of Insurance

4.6 Defamation

We agree to indemnify You in respect of Your civil liability for any Claim for compensation arising from unintentional defamation, libel or slander but only where upon Our reasonable request You issue an apology or expression of regret. We will not indemnify You in respect of any Claim for defamation libel or slander should You refuse such request by Us

The most We will pay You under this section is the limit shown in the Schedule and is applicable to any one Period of Insurance

4.7 Dishonesty of employees

We agree to indemnify You in respect of Your civil liability for any Claim for compensation arising from the dishonesty of Your employees or self-employed freelancers directly contracted to You and working under Your supervision but only where You did not commit condone or ignore any such dishonesty

We will also indemnify You against Your own direct financial loss where there was a clear intention to cause You loss or damage and to obtain a personal financial gain over and above any salary bonus or commission

The most We will pay You under this section is GBP25 000 each and every Claim and in the aggregate in any one Period of Insurance

4.8 Extended notification period

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of Premium then You have until such time that You effect another insurance policy or sixty (60) days commencing on the day immediately following the expiry of this Policy whichever is the lesser period during which to notify Us of any Claims first made against You during the Period of Insurance provided that this extension

- a. does not reinstate or increase the Limit of Indemnity or extend the Period of Insurance; and
- b. will only apply to acts, errors or omissions committed or alleged to have been committed by You before the end of the Period of Insurance of the cancellation date of this Policy where this Policy has been cancelled

4.9 Good Samaritan acts

We agree to indemnify You for any claim made against You for any bodily injury mental injury illness disease or death of any patient arising as a result of a Good Samaritan act

The most We will pay You under this section is the limit shown in the Schedule and is applicable to any one Period of Insurance

4.10 Loss of Documents

In the event of loss or damage to Documents, We will indemnify You against all reasonable costs and expenses You incur in replacing and restoring such Documents provided that

- a. such loss or damage is sustained during the Period of Insurance while the Documents are either in transit or in Your custody or any person to whom You have entrusted in the course of the normal conduct of Your Business
- b. where the Documents are in paper format You ensure that adequate systems are in place for their storage and protection and You have taken reasonable steps to ensure that where applicable copies of such Documents are scanned and stored in an electronic format
- c. where the Documents are in electronic format You or any person to whom You have entrusted has in place sufficient and proper procedures for the security and daily back-up of such Documents and
- d. the amount of any Claim under this section shall be supported by invoices or accounts which shall be subject to approval by Us or a competent person nominated by Us

The most We will pay You under this section is GBP25 000 each and every Claim and in the aggregate in any one Period of Insurance and excludes any Claims arising out of any infringement of the Data Protection Act 1998

4.11 Public relations expenses

We agree to pay reasonable fees, costs, and expenses incurred by You for the appointment of a public relations consultant for the sole purpose of protecting Your reputation that has been brought into question as a direct result of a claim covered by this Policy provided always that

- a. You notify Us on first becoming aware of Your reputation being brought into question and You provide full written details outlining the circumstances surrounding the event and
- b. We have given prior written consent to retain the services of such public relations consultant

The most We will pay You under this section is GBP25 000 each and every Claim and in the aggregate in

any one Period of Insurance. The Excess stated in the Schedule will not apply to cover under this section

4.12 Representation costs

We agree to pay costs of representing You at any properly constituted Investigation, first discovered during the Period of Insurance

The most We will pay You under this section is GBP25 000 each and every Claim and in the aggregate in any one Period of Insurance

4.13 Your work as a subcontractor or agency work

We agree to indemnify You where You perform Your Business as a subcontractor or agent of an employer or principal

The most We will pay You under this section is the limit shown in the Schedule and is applicable to any one Period of Insurance.

4.14 Your subcontractors

We agree to indemnify You for Claims arising from Business performed on Your behalf by subcontractors or outsourcers but only

- a. where their work including any additional income derived from such has been disclosed to and accepted by Us
- b. where they are otherwise insured for their own Malpractice and/or errors and omissions and
- c. where You made sufficient checks to ensure that such insurance is in force

The most We will pay You under this section is the limit shown in the Schedule and is applicable to any one Period of Insurance

Section 5 Exclusions

We shall not be liable to indemnify You for

5.1 Prior or pending acts

any Claim arising out of Malpractice negligence or breach of a duty of care occurring prior to the inception date of this Policy if You knew or could have reasonably foreseen that such Malpractice negligence or breach of a duty of care might be expected to form the basis of a Claim

5.2 Medical defence organisation

any Claim which is the subject of insurance, indemnity or assistance provided by any medical defence organisation or their insurers This Policy shall not be drawn into any contribution

5.3 Clinical trials

any Claim arising from Your involvement in Clinical Trials

5.4 Bodily injury insurable elsewhere

any Claim arising from bodily injury, mental injury, illness, disease or death to any person or loss of or damage to tangible property of any person unless arising out of Malpractice

5.5 Directors and officers

any Claim made against any Director or Officer or employee of Yours where such Claim is made solely by reason their holding the position of Director or Officer or employee and having acted in that capacity

5.6 Land, building, animal, aircraft, motor vehicles and watercraft

any Claim arising from the possession, ownership or use of any land or building any animal any aircraft watercraft or any motor vehicle

5.7 Supply of goods

any Claim arising out of the manufacture of any Products, or the construction alteration repackaging repair servicing or treating of any Products sold supplied or distributed by You or any Claim arising out of the failure of any Product to fulfil the purpose for which it was designed or to perform as specified warranted or guaranteed

5.8 Obligations of employers

any Claim by any person for bodily injury mental injury illness disease or death incurred contracted or occurring whilst in the course of employment with You and by which any compensation is available under any Workers Compensation Scheme and or similar legislation unless such bodily injury mental injury illness or death is caused by any negligent act error or omission by You in the performance of Your Business and whereby such employee was in the capacity of a patient

5.9 Insolvency, bankruptcy or liquidation

any Claim directly or indirectly based upon attributable to or in consequence of Your insolvency bankruptcy or liquidation This also applies to Your subcontractors or freelancers whose work has been disclosed to and accepted by Us

5.10 Trading debts

any Claim directly or indirectly based upon attributable to or in consequence of any trading debt incurred by You or any guarantee given by You for a debt

5.11 Assumed duty or obligation

any Claim arising out of a specific liability assumed by You under any contract which goes beyond the duty to use such skill and care as is usual in the exercise of Your Business unless Our prior written agreement has been obtained and such specific liability is endorsed upon the Policy and where applicable with Your acceptance of any additional Terms and Conditions We have imposed

5.12 Rights of subrogation

any Claim where Your right of recovery is restricted by any contract understanding or agreement whether in writing or by verbal agreement unless Our prior agreement has been obtained to that contract

5.13 Fraud and dishonesty

any Claim directly or indirectly caused or contributed to by a violation of any law dishonest fraudulent or criminal act by You or any deliberate or reckless act which could with reasonable foresight result in a Claim for damages This does not apply to any Claim under section 4.7 Dishonesty of employees but We will not in any event provide cover to any party who actually commits condones or ignores any dishonesty

5.14 Intoxication

any claim for Business You performed whilst under the influence of intoxicants or narcotics

5.15 Nuclear chemical and biological

any Claim directly or indirectly caused by contributed to or arising from ionising radiations 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

5.16 Pollutants

any Claim arising from personal injury or bodily injury or loss of or damage to, or loss of the use of property directly or indirectly caused by seepage subsidence pollution or contamination

5.17 Pollutant removal

any Claim for the costs of removing nullifying or cleaning-up seeping pollution or contaminating substances

5.18 Asbestos

any Claim directly or indirectly based upon attributable to or in consequence of asbestos asbestos fibres or derivatives of asbestos in whatever form or quantity

5.19 War

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 nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

5.20 Hepatitis, HIV or Aids

any Claim arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named

5.21 Abuse

any Claim arising from actual or alleged Abuse

5.22 Discrimination

any Claim arising from actual or alleged discrimination

5.23 Jurisdiction

any Claim brought or any judgement award or settlement made in the USA or Canada

5.24 Fines and penalties

any award of punitive or exemplary damages or any fines or penalties whether contractual or other

5.25 Related parties

any Claim brought by any party falling within the definition of You or any party with a financial, executive or managerial interest in You, including any parent company or any party in which You have a financial executive or managerial interest including any subsidiary company. This does not apply to a Claim based on a liability to an independent third-party directly arising out of the performance of Your Business

5.26 NHS work

any claim arising out of work done by You under the auspices of the NHS or which should be the subject of insurance indemnity or assistance provided by the NHS Litigation Authority the Clinical Negligence Scheme for Trusts or other indemnification arrangements for NHS bodies including independent sector non-NHS organisations This Policy shall not be drawn into any contribution

5.27 Documents

for loss or damage to Documents caused by

- a. riot or civil commotion
- b. fading mould vermin pest infestation wear tear or any other gradually operating cause
- c. any computer virus
- d. interference with electronically stored data by any person who is not a current principal partner director or employee of Yours

5.28 Suspended licence

any claim arising from the performance of Your Business during any period that Your licence to practice was suspended by any Regulatory or governing body

5.29 Pension and other liabilities

any Claim arising from Your operation or administration of any pension or employee benefit scheme or trust fund or the purchase or any dealing in stocks shares or other securities or the misuse of any information relating to them or for Your breach of any legislation or regulation relating to these activities

5.30 Tax and other liabilities

any Claim arising from Your breach of any taxation competition restraint of trade or anti-trust legislation or regulation

5.31 Cyber Liability

any Claim arising from Cyber Liability

5.32 Loss of profits

any Claim arising from Your lost profit or liability for VAT or its equivalent

5.33 Business interruption

any Claim arising from any trading loss or trading liability including that arising from the loss of any client account or Business

5.34 Sanction Endorsement

We shall not provide any indemnity under this Policy to the extent of providing cover payment of any Claim or the provision of any benefit where doing so would breach any sanction prohibition or restriction imposed by law or regulation

5.35 Terrorism or riot

any Terrorism regardless of any other cause or event contributing to any liability or any action taken in controlling preventing or suppressing Terrorism or riot

5.36 Work outside of Business description

any Claim arising out of Malpractice negligence or breach of a duty of care occurring outside of the dates stated in the Business description shown in the Schedule

Section 6 Claims Conditions

6.1 Reporting and notice

You shall as soon as practicable and prior to expiry of the Period of Insurance give Us written notice of any Claim made against You Furthermore every letter demand writ summons and legal process relating to such Claim shall be forwarded to Us as soon as practicable after receipt

6.2 Notification of Circumstance

You shall as soon as practicable give us notice in writing of the receipt of notice from any person of an intention to hold You responsible for any Malpractice or of knowledge of any conduct or circumstances which may give rise to a Claim for Malpractice being made during the Period of Insurance of this Policy

6.3 Claims mitigation

You shall exercise reasonable care and skill in order to avoid or diminish the possibility of a Claim being made against You

6.4 Information and assistance

You shall at all times and without charge provide such information assistance signed statements or depositions as We or Our appointed representatives may require to conduct Our Investigation defence or settlement of any Claim or potential Claim

6.5 Admission of liability

Without our prior written consent You shall not admit that You are liable for what has happened or make any offer of settlement or otherwise enter into any arrangement to compromise a claim

6.6 Control of defence

We may at Our discretion take full responsibility for conducting defending or settling any Claim in Your name and take any action We consider necessary to enforce Your rights or Our rights under this insurance

However We will not be held liable for Our decisions or conduct in the defence or settlement of any Claim and You waive any right to legal professional privilege concerning any enquiries made concerning any defence or coverage issue

In connection with any Claim against You We may at any stage pay You the Limit of Indemnity or any lesser amount for which such Claim can be settled We shall transfer the control of defence to You and shall have no further liability for such Claim or its Defence costs except for any costs and expenses which We already agreed to bear in respect of matters prior to the date of such payment

6.7 Claims made policy

This Policy is written on a Claims made basis which means that the policy covers You for Claims made against You and notified to Us during the Period of Insurance. The Policy does not provide cover in relation to

- a. events that occurred prior to the Retroactive Date if any specified on the Schedule to the Policy
- b. Claims notified or arising out of Circumstances notified under any previous insurance whether made or issued by Us or any other insurer
- c. Claims made against You prior to commencement of the Period of Insurance
- d. Claims arising out of Claims and Circumstances declared on the proposal or declaration for the current Period of Insurance or on any previous proposal or declaration
- e. Claims made after expiry of the Period of Insurance even though the event giving rise to the Claim may have occurred during the Period of Insurance

However where You give Us notice in writing of facts that might give rise to a Claim against You as soon as reasonably practicable after You become aware of those facts but before expiry of the Period of Insurance the Policy will subject to its terms and conditions cover You notwithstanding that a Claim is only made after expiry of the Period of Insurance

6.8 Fraudulent Claims by you

If You make a Claim knowing it to be false or fraudulent in amount or in any other respect

- a. We will not be liable to pay any part of a fraudulent Claim
- b. We may recover any money paid in respect of that Claim prior to discovery of the fraud and
- c. We may give You notice that this policy will be terminated from the date of the fraud regardless of when such fraud was discovered. In such circumstances We would be entitled to retain any Premium paid and We would have no liability for any Claims arising after such fraudulent Claim

Section 7 General Conditions

7.1 Record keeping

You shall at all times maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by Us or Our duly appointed representatives and You shall retain these records for a period of at least ten (10) years from the date of treatment and in the case of a minor for a period of at least ten (10) years after that minor attains majority

7.2 Use of instruments

In the performance of Your Business You shall at all times handle use sterilise and store any tool or implement used which is intended to penetrate tissue or be in contact with bodily fluid in accordance with the manufacturers instructions

7.3 Limit of indemnity

Our total aggregate liability during the Period of Insurance for Claims and Defence Costs is the Limit of Indemnity shown in the Schedule for any one Claim or all Claims arising out of or in connection with the same originating cause or source or all losses for which cover is available arising out of or in connection with the same originating cause or source

7.4 Excess

Unless otherwise stated You must pay the Excess shown in the Schedule for each Claim including Defence Costs

7.5 Additional insureds

If more than one insured is named in the Schedule unless otherwise stated our total aggregate liability under this Policy will not exceed the single Limit of Indemnity shown in the Schedule for the total of all named insureds. You agree that where there is more than one insured named in the Schedule the first of them is authorised to receive all notices and agree any amendments to the Policy

7.6 Premium payment

If You do not pay the entire Premium specified in the Policy Schedule We will treat this Policy as if it had never existed and will write to You to this effect. In such circumstances We will not be liable to provide any indemnity in relation to any Claims. If We have already provided any indemnity We will be entitled to recover those sums from You in full

7.7 Policy cancellation

You or We can cancel the policy by giving 30 days' written notice

If this Policy is cancelled provided You have not made a Claim We will give You a pro-rata refund of the Premium for the remaining portion of the Period of Insurance after the effective date of cancellation for which You have already paid

If We pay any Claim in whole or in part then no refund of Premium will be allowed

7.8 Contract (Rights of Third Parties) Act 1999

Notwithstanding the provisions of the Contract (Rights of Third Parties) Act 1999 and for the avoidance of doubt

- a. This insurance is not intended to confer any enforceable rights upon any other person, whether or not an interest of such person is acknowledged by Us
- b. You shall be entitled to cancel or vary this insurance without the consent of any other person whether or not an interest of such person is acknowledged by Us
- c. Notwithstanding Claims condition 6.6, in the event of Claims by another person against Us for the enforcement of any provision of this insurance We shall have available to them, any defence or set off which would have been available if such Claim had been bought by You



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