



**Malpractice
and
Professional Liability
Insurance Policy**



MEDICAL PROFESSIONAL LIABILITY INSURANCE POLICY

NOTE: This is a Losses occurring/aggregate policy. This means that this insurance will only pay out for **Claims** that arise out of **Loss** or damage that actually happens during the **Period of Insurance**. Each **Claim** is paid out of the specified **Limit of Indemnity** and reduces the amount available for any subsequent **Claim**. All costs involved in the **Claim** are included within the specified **Policy Limit of indemnity** and not in addition to the indemnity limit.

This insurance is administered by DSC-Strand Ltd trading as Wellbeing Insurance on behalf of the **Insurer**.

IMPORTANT INFORMATION

If the **Insured** has any questions about these documents, please contact your agent who will be pleased to help.

This policy wording, the **Schedule** and any **Endorsements** should be read as if they were one document and, together, they represent the contract between the **Insured** and the **Insurer**.

This document sets out what is and what is not covered. The **Schedule** shows the sections of cover the **Insured** has chosen. This insurance relates ONLY to those sections which are shown in the **Schedule** as being included. This is a legal document and should be kept in a safe place.

In return for payment of the premium shown in the **Schedule**, the **Insurer** agrees to insure the **Insured**, in the manner and to the extent provided in this contract during the **Period of Insurance**, subject to the terms and conditions contained in or endorsed on this **Policy**.

Please read this policy wording and the **Schedule** carefully. Please also pay particular attention to any **Endorsements** which have been added to this **Policy**. If any **Endorsements** are conditions precedent to liability and the **Insured** fails to follow these requirements then this may invalidate a **Claim** or the **Policy** as a whole. If these documents do not meet the **Insured's** needs, please contact your agent.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, the **Insurer** has relied on the information the **Insured** has provided. The **Insured** has a duty at **Policy** inception, renewal and at the time of any **Policy** amendment to inform the **Insurer** of every material circumstance that the **Insured** knows or ought to know or anyone responsible for the **Insured's** insurances knows or ought to know, in a way that is reasonably clear and accessible to the **Insurer**. The **Insured** also has a duty to answer any questions the **Insurer** has asked the **Insured** accurately and to ensure that any information the **Insured** provides is correct.

A circumstance or representation is material if it would influence the **Insurers** judgement as a prudent insurer in determining whether to take the risk insured by this **Policy** and if so on what terms.

If the **Insurer** establishes that the **Insured** deliberately or recklessly provided the **Insurer** with false information the **Insurer** will treat this insurance as if it never existed, decline all **Claims**, and retain the premium.

If the **Insured** has been in breach of their duty in providing the **Insurer** with the information the **Insurer** has relied upon in accepting this insurance and setting its terms and premium, but the **Insured's** breach has not been deliberate or reckless, the **Insurer** may:

- treat this insurance as if it had never existed and refuse to pay all **Claims** and return the premium paid. The **Insurer** will only do this if the **Insurer** provided the **Insured** with insurance cover which the **Insurer** would not otherwise have offered; or
- amend the terms of the **Insured's** insurance. The **Insurer** will then apply these amended terms as if they were already in place at the time of the circumstances giving rise to a **Claim**; and/or
- reduce the amount the **Insurer** pays on a **Claim** in the proportion the premium the **Insured** has paid bears to the premium the **Insurer** would have charged; and/or
- cancel this **Policy**.

The **Insurer** or the **Insured's** insurance agent will write to the **Insured** if the **Insurer**:

- intends to treat this insurance as if it never existed; or
- needs to amend the terms of the **Insured's Policy**; or
- requires the **Insured** to pay more for their insurance.

DEFINITIONS AND UNDERSTANDING THIS POLICY

In this **Policy**:

- a) Reference to any Act, statute or statutory provision includes that Act, statute or statutory provision as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this **Policy**, and where appropriate includes references to equivalent foreign legislation.
- b) If any term, condition, exclusion or **Endorsement** is found to be invalid or unenforceable the remainder of this **Policy** will continue in full force and effect.
- c) If only part of any term, condition, exclusion or **Endorsement** is found to be invalid or unenforceable the remainder of that term, condition, exclusion or **Endorsement** will continue in full force and effect.
- d) The headings in this policy wording are for convenience only and will not be considered when determining the meaning of this **Policy**.
- e) References to the singular includes the plural.
- f) The following words and phrases have the following meanings:

Claim means any demand from, or assertion of a right against, the **Insured** which is communicated to the **Insured**, whether orally or in writing.

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

Endorsement means a change in the terms and conditions of this **Policy**, issued in writing by the **Insurer**, attached to and expressly intended to form part of this **Policy**.

Excess means the amount stated in the **Schedule** which is the first amount of any **Claim** that the **Insured** has to pay.

Good Samaritan Act means treatment administered at the scene of a medical emergency, accident or disaster by the **Insured** who is present either by chance, or in response to an S.O.S call following a disaster.

Insured/You/Your means the person named in the **Schedule**.

Insured's Activities means the business, profession, activities or services described in the **Schedule**.

Insurer/Our/Ourselves/Us/We means AXIS Underwriting Ltd.

Limit of Indemnity means that amount shown in the **Schedule**.

Loss means an event which gives rise to a **Claim** or potential **Claim**.

Occurrence means an event, incident or accident which may give rise to a **Claim** under the **Policy** and includes continuous or repeated exposure to substantially the same general conditions which results in injury or damage neither expected nor intended by the **Insured**.

Period of Insurance means the **Period of Insurance** stated in the **Schedule**.

Primary Residence means a legal residence for the purpose of income tax and/or acquiring a mortgage.

Proposal means all the information supplied to the **Insurer** (whether by written, electronic or any other means). by the **Insured** or any individual acting as a broker or agent of the **Insured**.

Policy means this Policy wording, the **Schedule**, and **Endorsements** and any other documents expressly incorporated into this **Policy**.

Schedule means the document entitled “**Schedule**” attached to this **Policy**, showing the **Insured**, the **Limit of Indemnity**, the **Period of Insurance** and other **Policy**-specific information.

INSURING CLAUSES (What is covered)

The **Insurer**, agrees to insure the **Insured**, in the manner and to the extent provided in this contract during the **Period of Insurance**, subject to the terms and conditions contained in or endorsed on this **Policy** against all sums, including Claimant’s costs, which the **Insured** becomes legally liable to pay as damages arising out of:

A. MALPRACTICE & PROFESSIONAL LIABILITY

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

B. PUBLIC LIABILITY

Any **Loss** occurring during the **Period of Insurance** arising from any accidental bodily injury, mental injury, illness, disease, death, wrongful arrest or false imprisonment of or to any person, or **Loss** of or damage to tangible (physical) property of any person in connection with the **Insured’s Activities** including the provision of food or drink.

C. PRODUCTS LIABILITY

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

DEFENCE COSTS AND EXPENSES

Insurers will also pay in addition all defence costs and expenses incurred with their prior written consent, in the defence, handling or settlement of any **Claim** which falls within this **Policy**. Provided that **Insurer’s** total combined liability under this insurance for all damages including costs and expenses does not exceed the **Limit of Indemnity** stated in the **Policy** in any one **Period of Insurance**.

GENERAL POLICY EXTENSIONS

This **Policy** extends to include:

1. **Insureds** who are not qualified to mix and blend products but use in the course of treatments proprietary branded base oils and/or talcum powder and/or creams and/or wipes provided such products are used in accordance with the manufacturers’ instructions.
2. any cost or expense incurred by the **Insured** (and to which the **Insurer** has consented) in replacing or restoring **Documents** whether owned by or the responsibility of the **Insured** in the conduct of the **Insured’s Activities** which are discovered lost or damaged and notified to the **Insured** during the **Period of Insurance**.

The maximum liability under this insurance in respect of this Extension will not exceed £5,000 in any one **Period of Insurance**.

- 3.
- (a) any principal for whom the **Insured** is carrying out work in connection with the **Insured's Activities** but only to the extent required by any contract or agreement entered into by the **Insured**.
 - (b) at the request of the **Insured** any officer or member of the **Insured's** canteens, clubs, sports, social or welfare organisations and first aid, fire, security and ambulance services in respect of liability arising out of such activities.
 - (c) any director, partner, or senior official in respect of liability arising from private work carried out for such director or partner by an employee with the consent of the **Insured**.
 - (d) the personal representatives of the estate of an **Insured** in the event of the **Insured's** death or inability to represent themselves in the opinion of a qualified general medical practitioner.

This Extension will not apply unless

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

This Extension will not apply in respect of any liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement.

5. legal costs and other expenses incurred with the **Insurer's** written consent in:
- (a) the defence of any criminal proceedings, or
 - (b) an appeal against conviction

brought against the **Insured** or any director, partner or employee of the **Insured** in respect of a breach of the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

Provided that:

- i. the proceedings relate to an alleged offence resulting in a **Claim** first made against the **Insured** during the **Period of Insurance** in connection with the **Insured's Activities**
 - ii. the liability of the **Insurer** in any one **Period of Insurance** will not exceed £10,000 in respect of the **Insured** or each director, partner or employee of the **Insured** prosecuted
 - iii. the indemnity granted does not apply to prosecutions which arise out of any activity or risk excluded by this **Policy** or any deliberate act or omission by the **Insured** or any director or partner of the **Insured**
 - iv. the **Insured** or any director, partner or employee of the **Insured** will be subject to the terms, Exclusions, Conditions and **Endorsements** of this **Policy**.
6. legal liability incurred by the **Insured** by virtue of Part II of the Customer Protection Act 1987.

7. legal liability incurred by the **Insured** by virtue of Section 3 of the Defective Premises Act 1972 or similar legislation in Scotland, Northern Ireland the Channel Islands or the Isle of Man in respect of any premises which have been disposed of by the **Insured** in connection with the **Insured's Activities**.

Provided that the **Insurer** will not be liable:

- (a) for the cost of remedying any defect or alleged defect in the premises
 - (b) if the **Insured** is entitled to indemnity from any other source
 - (c) for any liability assumed by the **Insured** under contract or agreement which would not have attached in the absence of such contract or agreement
8. legal liability arising from the selling-on of products by the **Insured** not in connection with any treatment or consultation provided subject to the products relating to the therapies covered by this **Policy** and the turnover relating to such products not exceeding £50,000 in any one **Period of Insurance**.
 9. Cover under this **Policy** is extended to include any **Claim** or circumstance arising out of the **Insured's Activities** during any previous **Period of Insurance** insured on a **Claims** made basis, such cover to be subject to the Terms, Exclusions, Conditions and **Endorsements** of this **Policy**.

PROVIDED THAT

- A. General Policy Extensions 3 to 7 inclusive only apply to Insuring Clauses B and C
- B. General Policy Extension 8 only applies to Insuring Clause C, and
- C. The liability of the **Insurer** to the **Insured** and all parties indemnified under these General Policy Extensions will not exceed in total the **Limit of Indemnity**, which is part of and not in addition to the **Limit of Indemnity**.

THE EXCESS AND THE LIMIT OF INDEMNITY

A separate **Excess** applies to each and every **Claim** and each and every Claimant.

The **Insurer** will only be liable under this **Policy** to the extent that the amount to be paid in respect of any **Claim** or associated defence costs and expenses exceeds the **Excess**, and as long as the **Insured** has paid the applicable **Excess** in respect of that insured **Claim** or associated defence costs and expenses.

The **Limit of Indemnity** for this **Policy** is stated in the **Schedule**. This is the maximum amount payable by the **Insurer** under this **Policy**, under all the Insuring Clauses and General Policy Extensions irrespective of the number of **Claims** made or the number of Claimants. A payment by the **Insurer** under any Insuring Clause or General Policy Extension or in respect of any **Claim** or any defence costs and expenses will therefore reduce the **Limit of Indemnity** available in respect of any other insured incident, **Claim** or defence costs and expenses.

For the purpose of determining the **Limit of Indemnity** and **Excess** applicable, any **Claim** which is based upon combined allegations covered under more than one Insuring Clause or General Policy Extension, or separate allegations arising out of the same circumstances, will be dealt with as though it were one **Claim** and limited to the amount of the **Limit of Indemnity** and to a single **Excess**.

EXCLUSIONS (What is not covered)

The **Insurer** will not be liable for:

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

10. any **Claim** or **Loss** arising from any of the following:
- a) transmission or receipt of any virus, program or code that causes **Loss** or damage to any computer system and/or prevents or impairs its proper function or performance;
 - b) functioning, non-functioning, improperly functioning, failure, availability or unavailability of:
 - i. any program, instruction or data for use in any computer or other electronic processing device, equipment or system;
 - ii. any plant and/or machinery, including without prejudice to the generality of the foregoing any computer, data processing equipment or media, microchip, integrated system, circuit, or similar device, or any software;
 - iii. the internet or similar facility;
 - iv. any intranet or private network or similar facility; or
 - v. any website, bulletin board, chat room, electronic messaging service, search engine, portal or similar application service.
 - c) alteration, corruption, destruction, distortion, erasure, theft or other **Loss** of or damage to data, software, information repository, microchip, integrated system, circuit or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set;
 - d) use of media, including but not limited to social media and websites for plagiarism, passing off, product disparagement or other harm relating to the disparagement or harm to the emotions, reputation or character of a third party.
 - e) **Loss** of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure to conduct the **Insured's Activities**. For the avoidance of doubt, this exclusion applies to a failure of any electronic patient appointments system, and any **Claims** brought by a patient as a result of any ensuing delay in treatment.
 - f) common law breach of confidentiality, infringement or violation of any right to privacy including, but not limited to, a breach of **Your** privacy policy, breach of any person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's privacy information, where these arise as a result of the malfunction or misuse of any website, social media platform, electronic messaging system or computer system.
 - g) failure to disclose a breach of security affecting personal information, or failure to dispose of such information within the required time period in violation of notification laws or regulations in effect now or in the future.
 - h) business conducted and/or transacted via the internet (including **Your** own website, other websites, social media platforms and electronic messaging services), any intranet, any extranet, or via the transmission of electronic mail or documents by electronic means. However, this exclusion will not apply if **You** can prove, to **Our** reasonable satisfaction, that the liability to **You** would have attached in the absence of the fact that the business was conducted and/or transacted by these means.
11. any **Claim** or **Loss** arising from the ownership, possession or use by or on behalf of the **Insured** of any motor vehicle or trailer for which compulsory insurance is required by law, other than **Claims** arising from any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking.
12. any **Claim** or **Loss** arising from the ownership, possession or use by or on behalf of the **Insured** of any aircraft (including drones), watercraft or hovercraft, other than Malpractice and or Professional Liability arising from the emergency transportation of any patient accompanied by the **Insured**.
13. any **Claim** or **Loss** arising from damage to property owned, leased or hired or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** care, custody or control except clothing or personal effects, or as may be covered under General Policy Extension number 4. applying to Insuring Clauses B and C.

14. any **Claim** or **Loss**:
 - (a) directly or indirectly caused by seepage, subsidence, pollution or contamination.
 - (b) involving the cost of removing, nullifying or cleaning-up seeping polluting or contamination substances.
15. any taxes, fines, penalties or other non-compensatory damages of any kind.
16. the **Excess**.
17. any **Claim** or **Loss** or liability arising from Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind however it may be named. This exclusion does not exclude any **Claim** for a **Wrongful Act** made against **You** by or on behalf of a patient with any syndrome, condition or virus listed above.

18. Jurisdictional and Territorial Limits

The **Insurer** will not indemnify the **Insured** in respect of any **Claim** (nor for any defence costs and expenses relating to that **Claim**), **Loss**, costs or expenses where:

- a) legal proceedings are brought against the **Insured** outside the jurisdiction(s) stated in the **Schedule**, or
 - b) where legal proceedings are brought against the **Insured** within the jurisdiction stated in the **Schedule**, for the purposes of enforcing a judgment or order made outside the jurisdiction stated in the **Schedule**; or
 - c) the alleged **Loss** giving rise to the legal proceedings brought against the **Insured** took place outside the territorial limits shown in the **Schedule**.
19. any **Claim** or **Loss** arising out of or relating directly or indirectly to the insolvency or bankruptcy of the **Insured**.
 20. any **Claim** or **Loss** for libel or slander or in Scotland defamation, or for passing off or breach of any copyright, patent or other intellectual property right.
 21. any **Claim** or **Loss** arising out of the Data Protection Acts 1984 and/or 1998 and/or any other applicable Act, directive or regulation.
 22. any **Claim** or **Loss** arising out of the failure to arrange and/or maintain insurance.
 23. any **Claim** or **Loss** or liability arising from any unlawful detention in breach of the Mental Health Act 1983, the Human Rights Act 1998 or common law.
 24. any **Claim** or **Loss** made against any Registered Medical Practitioner, including but not limited to any surgeon, physician, doctor, dentist, nurse, midwife or anaesthetist alleging any act, error or omission committed in the course of their duties as qualified medical practitioners.
 25. any **Claim** or **Loss** directly or indirectly arising from treatment or advice in connection with any under aged person, which for the purposes of this Exclusion is considered to be a person who at the time of any treatment or advice being carried out upon them has not attained the age of 16 years. However, this Exclusion will not apply if the under aged person's parent/s or guardian/s have consented to such therapy(ies) and are present at all time whilst such therapy(ies) are being administered.
 26. any **Claim** or **Loss** directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from under any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

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

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

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

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

29. any benefit under this insurance to the extent of providing cover, payment of any **Claim** or **Loss** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
30. any **Claim** or **Loss** (nor for any defence costs and expenses relating to that **Claim** or **Loss**), costs or expenses arising directly or indirectly from any negligence, act, error, omission, accident, incident or event occurring wholly or in part before the Retroactive Date stated in the **Schedule**.

CONDITIONS PRECEDENT

This **Policy** contains a number of conditions precedent to the **Insurer's** liability. It is important that the **Insured** reads and understand these conditions. If the **Insured** does not comply with these conditions a **Claim** may be rejected or payment could be reduced. In some circumstances the **Policy** might be invalid.

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

1.
 - (a) the statements and particulars contained in the **Proposal** are true; and
 - (b) during the **Period of Insurance** the **Insured** must give notice without delay, via their broker, of any alteration which materially affects the risk.
2. during the **Period of Insurance** the **Insured** must, without delay, give notice in writing of:
 - (a) any **Claim** or **Loss** occurring pursuant to Malpractice or for Professional Liability or alleged Malpractice or alleged Professional Liability, or
 - (b) any **Claim** or **Loss** occurring pursuant to Public Liability or alleged Public Liability, or
 - (c) any **Claim** or **Loss** occurring pursuant to Products Liability or alleged Product Liability, or
 - (d) any **Claim** or **Loss** occurring in respect of the insurance provided by the General Policy Extensions to this **Policy**
 - (f) the receipt of notice from any person of an intention to hold the **Insured** responsible for any Malpractice, Professional Liability, Public Liability, or Products Liability, or
 - (g) any conduct or circumstance which is likely to give rise to a **Claim** for Malpractice, Professional Liability, Public Liability or Products Liability being made against the **Insured**;

to the entity named in **Schedule**.

3. The **Insured** at all times must:
- (a) maintain accurate descriptive records of all professional services and equipment used in procedures which must be available for inspection and use by the **Insurer** or their duly appointed representatives insofar as they relate to any **Claim** under this **Policy**; and
 - (b) retain the records referred to in 3(a) above for a period of at least seven (7) years from the date of treatment and, in the case of a minor, for a period of at least seven (7) years after that minor would attain majority; and
 - (c) give to the **Insurer** or their duly appointed representative such information, assistance, signed statements or depositions as the **Insurer** may require (The **Insurer** will only request information relevant to the **Claim**); and
 - (d) assist in the defence of any **Claim** without charge to the **Insurer**.
4. The **Insured** must ensure that all food handlers are required to notify their managers of any abdominal pain, vomiting, diarrhoea or septic skin lesions which could indicate the presence of typhoid, para-typhoid or any other salmonella or amoebic, or bacillary dysentery or any other staphylococcal infection.
5. The **Insured** must not disclose to any person the terms of this **Policy**. Furthermore no liability can be admitted, no arrangement, offer, promise, or payment, cost or expense can be made by the **Insured** without the written consent of the **Insurer**. The **Insurer** will be entitled to take control of the defence of any **Claim** or to prosecute in the name of the **Insured** for their own benefit any **Claim** for indemnity or damage or otherwise against any third party and will have full discretion in the conduct of any negotiations or proceedings on the settlement of any **Claim**; the **Insurer** will not settle any **Claim** without the consent of the **Insured**. However, if the **Insured** refuses to consent to any settlement recommended by the **Insurer** or their legal representatives and elects to contest or continue any legal proceedings then the liability of the **Insurer** will not exceed the amount for which the **Claim** could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal, and the **Insured** agrees to indemnify the **Insurer** for the amount of any judgement, award, settlement, costs and expenses which the **Insurer** is found obligated to pay after the date of such refusal.
6. The **Insured** must at all times take all reasonable steps to avoid or minimize **Loss** under this **Policy** and ensure that:
- (a) any device or instrument used or intended for use in the performance of the **Insured**'s professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) must be handled, used and stored in accordance with the manufacturers' instructions and where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:
 - i. using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer
 - ii. in accordance with Department of Health guidelines or equivalent

In addition, any surface which such device or instrument are likely to come into contact with or which has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) must be disinfected by the use of an effective disinfectant in accordance with the manufacturers' instructions and Department of Health guidelines or equivalent
 - (b) the **Insured** must ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
 - (c) no medication can be administered to a patient except in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968);
 - (d) before the commencement of the employment of any employee references are taken up and qualifications checked, all gaps in employment history are checked and all relevant local authority and police checks are undertaken.
7. All Registered Medical Practitioners, including but not limited to, any surgeon, physician, doctor, dentist, nurse, midwife or anesthetist (whether they be the **Insured**, an employee of the **Insured** or a sub-contractor of the

Insured) must belong to and subscribe to the Medical Defence Union or Medical Protection Society or other equivalent organization (in the case of a surgeon, physician, doctor, dentist or anaesthetist) or the Royal College of Nursing or Royal College of Midwives or other equivalent organisation (in the case of a nurse or midwife) or be otherwise insured under a Policy of insurance against their own malpractice, professional errors, omissions or negligence with a limit of indemnity no less than the **Limit of Indemnity**.

GENERAL POLICY CONDITIONS

1. The **Insured** may work temporarily outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man for an unlimited period, subject to their **Primary Residence** being in the UK, the Channel Islands and the Isle of Man during the **Period of Insurance**.
2. If a payment is made to dispose of a **Claim**, which exceeds the **Limit of Indemnity** available under this **Policy**, the **Insurer's** liability in respect of the costs and expenses of the **Insured** will be for such proportion of the total costs and expenses incurred as the **Limit of Indemnity** under this **Policy** bears to the total amount paid to dispose of the **Claim** against the **Insured**.
3. Cancellation

If the **Insured** changes their mind about wanting this **Policy**, they have fourteen (14) days from the commencement of the **Period of Insurance** in which to cancel it. To cancel the **Policy** the **Insured** must give notice to DSC-Strand Limited, Swithins, Tilford Road, Farnham, Surrey, GU9 8HU Tel: 01252 735806 e-mail: enquiries@wellbeinginsurance.co.uk.

The **Insured** will be entitled to a full refund of the premium paid, unless by the time of cancellation the **Insured** has notified anything which may give rise to a **Claim** under this **Policy**.

After 14 days have elapsed from the commencement of the **Period of Insurance**, the **Insured** is still entitled to cancel this **Policy** by providing notice as above. In the event of cancellation, the **Insured** will be entitled to a refund of premiums already paid for the remainder of the current **Period of Insurance** based on a proportional daily rate depending on how long this insurance has been in force. For example, if the **Insured** has been covered for six (6) months, the deduction for the time covered will be half the annual premium.

However, the full **Policy** premium will be payable in the event that the **Insured** has notified any **Claim** or potential **Claim** under this **Policy**.

The **Insurer** may cancel this insurance by giving fifteen (15) calendar days' notice to the address of the **Insured** as stated in the **Schedule**. Any notice sent by registered mail will be considered to have been served seven (7) calendar days after dispatch and any notice sent by email or facsimile will be considered to have been served at the time of dispatch.

The **Insurer** will only cancel this **Policy** or any part of it for a valid reason, such as:

- Non-payment of premium and the **Insured** has not rectified this following a request from or on behalf of the **Insurer**;
- The **Insure** has identified serious grounds (such as the use or threat of violence or aggressive behaviour against their staff, contractors or property);
- There is a change in risk occurring which the **Insurer** is unable to insure;
- Non-cooperation or failure to supply any information or documentation the **Insurer** requests.

If the **Insurer** cancels the **Policy** they will refund premiums already paid for the remainder of the current **Period of Insurance** based on a proportional daily rate depending on how long this insurance has been in force. For example, if the **Insured** has been covered for six (6) months, the deduction for the time covered will be half the annual premium.

If a **Claim** has been submitted or there has been any incident likely to give rise to a **Claim** during the current **Period of Insurance**, no refund for the unexpired portion of the premium will be given.

4. The **Insurer** agrees at the request of the **Insured** to provide indemnity under this **Policy** to any employee or past employee of the **Insured** as though that person were an **Insured** under this **Policy** subject to that person agreeing to be bound by all the terms and conditions of this **Policy**. This condition does not apply to any surgeon, physician, doctor, dentist, nurse or midwife in respect of any act, error or omission committed or alleged to have been committed in the course of their duties as qualified medical practitioners.

5. **Reduced Indemnity for Students**

Where the **Insured's Activities** is stated in the **Schedule** as 'Student', their activities as insured by this **Policy** are restricted to performing practice treatments for case work only, having advised the recipients they are receiving treatment free of all charges, as part of the Student's training. Furthermore, students must not offer treatments outside of their capabilities, which at all times must be governed by the phase reached in their training programme and their tutor's assessment.

6. **Contracts (Rights of Third Parties) Act 1999**

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

7. **Privacy Notice**

Protecting the privacy of **your** personal information is of great importance to **Us**. **We** want **You** to understand how and why **we** collect personal information about **you**, how **We** use it, **Your** rights regarding this information, the conditions under which **we** may disclose it to others and how **We** keep it secure.

What type of information do we collect about you?

The personal information we collect about **You** may include:

- Name, address, phone number, email
- Gender
- Marital status
- Date and place of birth
- Government identification numbers - National Insurance, Social Security, Passport, Tax, Driver's Licence)
- Family information
- Banking information
- Health information / medical history
- Criminal history
- Credit history and credit score
- Claims/Policy Numbers

How do we collect information about you?

We primarily collect personal information from **You** or **Your** representative through the **Policy** application process. However, **We** may also collect information about **You** from **Your** family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim – claimants, witnesses, experts, adjustors, and others.

Why are we collecting your personal information?

We may collect **Your** personal information for the following purposes:

- Account setup, including background checks
- Evaluating risks to be covered
- Risk modelling and underwriting
- Customer service communications
- Payments to/from individuals
- Managing insurance or reinsurance claims
- Defending or prosecuting legal claims
- Investigating or prosecuting fraud
- Complying with legal or regulatory obligations
- Direct marketing activities

Where does your information go?

We may need to transfer **your** personal information to **our** affiliates, agents or contractors, which are located outside of the European Economic Area (EEA). **We** will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep **Your** personal information only so long as is necessary to provide service to **You** under **Your Policy**. Specifically, **We** will keep **Your** information for so long as a claim may be brought under the **Policy**, or where **We** are required to keep **Your** personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, **You** have the right:

- To receive a copy of the personal information **We** have collected from **You**
- To receive further details of the use **We** make of **Your** information
- To update or correct the personal information **We** hold about **You**
- To require **Us** to delete any personal information **We** no longer have a lawful purpose to use
- To restrict **Our** use of **Your** personal information
- If **you** are not satisfied with **Our** use of **Your** personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where **We** may need to restrict the rights described above, in order to safeguard the public interest (e.g., the prevention or detection of crime) or **our** interests (e.g., to maintain legal privilege).

How to Contact Us

Please address any questions regarding **our** privacy practices or this Notice to to the entity named in **Schedule**.

8. Premium Payment

- 8.1 The **Insured** undertakes that the premium will be paid in full to the **Insurer** within thirty days of inception of this **Policy** (or, in respect of installment premiums, when due).
- 8.2 If the premium has not been so paid to the **Insurer** by the thirtieth day from the inception of this **Policy** (and, in respect of installment premiums, by the date they are due) the **Insurer** will have the right to cancel this **Policy** by notifying the **Insured** in writing. In the event of cancellation, premium is due to the **Insurer** on a pro rata basis for the period that the **Insurer** is on risk but the full premium will be payable to the **Insurer** in the event of a notification prior to the date of termination which gives rise to a **Claim** under this **Policy**.
- 8.3 The **Insurer** will give not less than 15 days prior notice of cancellation to the **Insured**. If premium due is paid in full to the **Insurer** before the notice period expires, notice of cancellation will automatically be revoked. If not, the **Policy** will automatically terminate at the end of the notice period.

9. Fraudulent Claims

If the **Insured** makes a fraudulent **Claim** under this insurance contract, then the **Insurer**:

- (a) Is not liable to pay the **Claim**; and
- (b) May recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the **Claim**; and
- (c) May by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises their right under clause (c) above:

- (a) The **Insurer** will not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a **Loss**, the making of a **Claim**, or the notification of a potential **Claim**); and,
- (b) The **Insurer** need not return any of the premiums paid.

10. Duty of Disclosure / Fair Presentation

The **Insured** must comply and continue to comply with their duty of Fair Presentation as defined in Section 3 of the Insurance Act 2015, and provide to the **Insurer** a Fair Presentation of the risk at inception, renewal and variation of this **Policy**.

A "Fair Presentation of risk" means the **Insured** must disclose to the **Insurer**:

- a) every material circumstance that the **Insured** knows or ought to know (including matters known to those responsible for the **Insured**'s insurance, and, if the **Insured** is not an individual, matters known to their senior management); or
- b) information to put the **Insurer** on notice that they need to make further enquiries for the purpose of revealing those material circumstances; and
- c) such disclosure is in a manner which would be reasonably clear and accessible to the **Insurer**; and
- d) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the **Insurer**'s judgement as a prudent insurer in determining whether to take the risk insured by this **Policy** and if so on what terms.

In the event of any failure by the **Insured** to provide such a Fair Presentation of risk:

- i. The **Insurer** may avoid this **Policy** and refuse all **Claims** if:
 - a) such failure was deliberate or reckless and/or
 - b) The **Insurer** would not have entered into this **Policy** on any terms if the **Insured** had made a Fair Presentation of the risk.

Should the **Insurer** avoid the **Policy**, they will return the Premium paid to the **Insured** unless such failure was deliberate or reckless.

- ii. If the **Insurer** would have entered into the **Policy** but on different terms had the **Insured** made a Fair Presentation of the risk, the **Insurer** may:
 - a) reduce proportionately the amount to be paid on any **Claim** if the **Insurer** would have charged a higher Premium calculated by applying the percentage that the actual Premium charged bears to the higher Premium
 - b) treat the **Policy** as entered into on any such different terms (other than relating to the Premium) that the **Insurer** would have entered into had the **Insured** made a Fair Presentation of risk.

A breach will be deliberate if the **Insured** knows that they are in breach of the duty. It will be reckless if the **Insured** does not care whether they are in breach of the duty.

LAW

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary, this **Policy** will be governed by the Laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.

CROSS LIABILITY CLAUSE

Where there is more than one party named in the **Schedule** as the **Insured** this **Policy** will apply separately to each such **Insured** in the same manner and to the same extent as if a separate **Policy** had been issued to each **Insured** and the **Insurer** agrees to waive all rights of subrogation against any of these parties. Provided that the total amount payable in respect of all such parties does not in total exceed the applicable **Limit of Indemnity**.

SINGLE POLICY AND COMPANY AUTHORISATION

This **Policy** will be considered to be a single unitary **Policy** and not a severable **Policy** or a series of individual with each of the **Insureds**. However, the malicious, dishonest, fraudulent or criminal act or omission of any one individual will not be imputed to any other individual.

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

QUERIES

Any query or question about this **Policy** or any **Claim** under it should be referred in the first instance to the insurance adviser that arranged the cover or DSC-Strand Limited at the address shown in the **Schedule**.

COMPLAINTS PROCEDURE

It is always our intention to provide you with a first class standard of service. Misunderstandings can however occur and we would prefer to know about the occasional problem than for you to remain dissatisfied. If you wish to make a complaint you can do so at any time by contacting DSC-Strand Limited or the Complaints Team at Lloyd's. Contact details as follows:

The Managing Director, DSC-Strand Limited, Swithins, Lodge Farm, Tilford Road, Farnham, Surrey GU9 8HU
Tel: 01252 735806 Email: enquiries@wellbeinginsurance.co.uk

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA
Tel No: 020 7327 5693; Fax No: 020 7327 5225; E-mail: complaints@lloyds.com 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 an alternative dispute resolution body.

If you live in the United Kingdom or the Isle of Man, see www.financial-ombudsman.org.uk, and the contact information is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk

If you live in the Channel Islands, the contact information is:
Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.
Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

This complaints procedure is without prejudice to your right to take legal proceedings.

INSURER

AXIS Managing Agency Ltd which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The **Insurer** are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the **Insurer** is unable to meet their liabilities under this insurance. This depends on the type of business and the circumstances of the **Claim**. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk.



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Tilford Road
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