



**British Society of Hearing Aid Audiologists
Master Policy Wording**

Schedule

1. Policy Number	8R1420MMA220
2. Policy Wording	MFM00091 (amended) - UK Wording Medical Malpractice Insurance
3. Name of the Insured	British Society of Hearing Aid Audiologists
4. Period of Insurance	From: 28/02/2022 To: 27/02/2022 Both days inclusive
5. Limit of Indemnity	GBP 10,000,000 any one Claim including Defence Costs and expenses per Member / Associate Member / Student Member but not exceeding in total hereon GBP 20,000,000 in the aggregate including Defence Costs and expenses during the Period of Insurance
6. Excess	Nil
7. Insured Profession	Audiology work
8. Territorial Limits	United Kingdom
9. Jurisdiction	United Kingdom
10. Retroactive Date	None

The Contract of Insurance

This Policy Wording, the Schedule and any Endorsements should be read together as one document. Together they represent the contract between the **insured** and the **insurers**.

In return for the payment of the premium stated in the Schedule, the **insurers** agree to provide indemnity, in the manner and to the extent provided for in this contract, for all sums which an **insured person** becomes legally liable to pay arising out of Medical Malpractice and Public Liability.

This is a “claims made” policy which covers **claims** made against an **Insured person** during the **Period of Insurance** for Medical Malpractice and Public Liability which occurred on or after the Retroactive Date stated in the Schedule.

The **Insurers** will also pay **Defence costs** incurred with their prior consent in connection with any **Claim** which falls within the terms of this contract, provided that the total amount payable will not exceed the Limit of Indemnity stated in the Schedule.

This contract is written in English and all communications about it will be in English.

Definitions

Wherever the following words or phrases appear in bold throughout this insurance, they will have the meanings shown below.

Except where context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

Claim

Any event or series of events arising from one originating cause.

Defence Costs

All costs, fees and expenses (including representation at a Coroner's Inquest) incurred in the defence or settlement of a **Claim**.

Good Samaritan Act

Treatment administered at the scene of a medical emergency, accident or disaster by an **insured person** who is present either by chance or following their response to a SOS call following a disaster.

Insured

The person, persons or corporate body named in the Schedule including the personal representatives of the estate of any person who would otherwise be indemnified under this Policy.

Insured person

A person to whom cover has been granted under this Master Policy, including the **Insured**, who -

- a) is domiciled in the United Kingdom; and
- b) is a member of the British Society of Hearing Aid Audiologists

and either -

- a) Holds an Audiology qualification,
- b) Is a suitably qualified Hearing Aid Dispenser or Hearing Care Assistant,
- c) Is a student on a recognised audiology course, or
- d) Is non HCPC registered but engaged in work in connection with, or work in audiology for Associate Membership.

whilst undertaking Audiology work, only.

Insurers

AXIS Specialty London.

Period of Insurance

The period of insurance stated in the Schedule.

Product

Any solid, liquid or gaseous substance or component part thereof.

Cover

The **Insurers** will pay up to the Limit of Indemnity stated in the Schedule if, during the **Period of Insurance**, a **Claim** is made against an **Insured person** for legal liability arising from:

a) **Medical Malpractice**

Bodily injury, mental injury, illness, disease or death suffered by a patient as a direct result of a negligent act, error or omission by an **Insured person** in connection with the Insured Profession stated in the Schedule or a **Good Samaritan Act**;

b) **Public Liability**

Bodily injury, mental injury, illness, disease or death suffered by any person, or the loss of or damage to tangible property owned by any person, as a direct result of the professional duties of an **Insured person** in connection with the Insured Profession stated in the Schedule, including the provision of food and drink;

in the ordinary course of the Insured Profession stated in the Schedule.

The **Insurers** will also pay **Defence costs** incurred with their prior consent, with such consent not being unreasonably withheld, in connection with a **Claim** for Medical Malpractice or Public Liability which falls within the terms of this Policy, provided that the total amount payable in respect of **Defence costs** shall not exceed the Limits of Indemnity as stated in Schedule.

Any **Claim** and/or **Defence costs**, which are based upon combined allegations of Medical Malpractice and Public Liability, or separate allegations arising out of the same event, will be dealt with as though it was a **Claim** arising out of Medical Malpractice and will be restricted to the Limit of Indemnity for Medical Malpractice stated in the Schedule only.

Extensions

The following extensions attach to and form part of Policy Number 8R1420MMA220 in the name of British Society of Audiologists.

Breach of Professional Confidentiality Extension

The **Insurers** will extend cover to indemnify an **Insured person** for **Claims** made against them during the **Period of Insurance** in respect of a breach of confidence in connection with the Insured Profession stated in the Schedule.

Notwithstanding anything contained in the foregoing, this extension is subject to the terms, conditions and limitations and exclusions of this Policy and the **Insurer's** total aggregate liability remains unaltered.

Libel and Slander Extension

The **Insurers** will extend cover to indemnify an **Insured person** for **Claims** made against them during the **Period of Insurance** for Libel or Slander committed in good faith by reason of words written or spoken by the **Insured person** in the course of the Insured Profession stated in the Schedule.

It is a condition precedent to the right of the **Insured person** to be indemnified under this Extension that in the event of a **Claim** the **Insured person** shall, upon the reasonable request of **insurers**, issue an apology and expression of regret, the form and content of which are to be approved by **insurers**. If on receipt of such a request the **Insured person** refuses to issue such an apology and expression of regret, **Insurers** shall not be liable to defend or indemnify the **Insured person** in respect of any damages, costs or expenses and/or **Defence costs** incurred after the date of such refusal. This extension shall not indemnify the **Insured person** against any liability, costs or expenses and/or **Defence costs** for:

- a) any **Claims** arising from or related to the contents of any journal or publication, or in any communication or contribution to the press or media.
- b) any **Claims** arising from or related to libel or slander committed or alleged to have been committed against professional adversaries or business competitors.
- c) any fines, penalties, punitive, aggravated, exemplary or any other non-compensatory damages
- d) any **Claims** arising from or related to any infringement of the any Data Protection Act.

Notwithstanding anything contained in the foregoing, this extension is subject to the terms, conditions and limitations and exclusions of this Policy and the **Insurer's** total aggregate liability remains unaltered.

Loss of Documents Extension

The **Insurers** will extend cover to indemnify an **Insured person** so that if during the **Period of Insurance**, the **Insured person** discovers that any **documents** (as hereinafter defined), the property of or entrusted to the **insured person**, or be supposed or believed to be, in the custody of the **insured person**, or in the custody of any other person to or whom such **documents** have been entrusted, lodged or deposited by the **insured person** in the ordinary course of the Insured Profession stated in the Schedule, have, while within the limits of the United Kingdom, The Channel Islands or the Republic of Ireland, been destroyed or damaged, or lost or mislaid and after diligent search cannot be found, the **insurer** will indemnify the **insured person** against:

- a) Liability of whatsoever nature which the **Insured person** may incur to any other person in consequence of such **documents** having been so destroyed, damaged, lost or mislaid, and
- b) Pay the **Defence costs** incurred with the written consent of the **Insurer** in the defence or settlement of any **Claim** to establish liability as described in (a) above.

DEFINITION

In this extension “**documents**” means deeds, wills, agreements, maps, plans, records (other than computer data), books, letters, certificates, forms and documents of any nature whatsoever, whether written or printed (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).

EXCLUSIONS

This extension shall not indemnify the **Insured person** against any liability, costs or expenses or **Defence costs**:

- i. for which the **Insured person** is entitled to an indemnity under this Policy apart from this extension,
- ii. for which the **Insured** are entitled to any indemnity under any other Policy.

CONDITIONS

Any **Claim** for costs and expenses or **Defence costs** incurred by the **Insured person** in replacing or restoring **documents** shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the **Insurer** with the approval of the **Insured person**.

Notwithstanding anything contained in the foregoing, this extension is subject to the terms, conditions and limitations and exclusions of this Policy and the **Insurers’** total aggregate liability remains unaltered.

Errors & Omissions Extension

The **Insurers** will extend cover to indemnify an **Insured person** for **Claims** made against them during the **Period of Insurance** arising out of financial loss to third parties caused by any negligent act, error or omission committed by the **Insured person** in the course of the Insured Profession stated in the Schedule.

Insurers shall not be liable for:

- i. any **Claims** arising from any professional services rendered which are not in the course of the Insured Profession stated in the Schedule.
- ii. any **Claims** made against any person who is, has been or may become during the **Period of Insurance**, a principal, partner, director, a member of any ethics committee, employee or volunteer of the **Insured person** in respect of any **Claims** arising from work undertaken that is not on behalf of the **Insured person**.
- iii. any **Claims** made by any parent, subsidiary or associated company unless the original **Claim** emanates from an independent third party.
- iv. Cross Liabilities which shall be deemed to mean **Claims** made against any **Insured party** by any other insured party hereunder.
- v. any **Claims** arising out of or relating directly or indirectly from the insolvency or bankruptcy of any **Insured person**.
- vi. any **Claims** arising out of Infringement of Copyright, Registered Designs, Trade Marks or Passing Off or any Infringement of the Data Protection Act 1984 and any subsequent amending legislation.
- vii. any **Claims** arising from the commitment or condoning of any fraudulent dishonest or malicious actor omission.

The Limit of Indemnity in respect of this extension is amended to GBP 10,000,000.00 any one **Claim** and in the aggregate including **Defence costs** during the **Period of Insurance** and shall be part of, and not additional to, the Limit of Indemnity stated in the Schedule.

The **Excess** in respect of this extension is amended to GBP500.00 each and every **Claim** including **Defence costs**.

Run-off Extension

The **Insurers** will extend cover to include run-off to indemnify an **Insured person** who is a former Member of the British Society of Hearing Aid Audiologists and who no longer practices Audiology work due to death, disability, retirement or maternity, or who, due to any other reason acceptable to the Body, ceases to practice. For the avoidance of doubt, cover hereunder is in respect of **Claims** made during the **Period of Insurance** arising out of the Audiology work undertaken prior to the **Insured person** having ceased practicing only. The cover provided by this extension shall end if, for any reason, the former member continues to practice Audiology work and does not recommence membership of the Society. The cover provided by this extension is subject to this insurance Policy remaining with the current **Insurers**.

Furthermore, with effect from and subject to a Retroactive date of 28/02/2022, the **Insurers** will extend cover to include run-off to indemnify an **Insured person** who is a former member of the British Society of Hearing Aid Audiologists, who has emigrated and may continue to practice. For the avoidance of doubt, cover hereunder is in respect of **Claims** made during the **Period of Insurance** arising out of the Audiology work undertaken prior to the **Insured person** having emigrated only. The cover provided by this extension is subject to this insurance Policy remaining with the current **Insurers**.

Run-off cover hereunder is restricted to **Insured persons** practicing or having practiced Audiology work in the United Kingdom only.

Endorsements

The following endorsements attach to and form part of Policy Number 8R1420MMA220 in the name of British Society of Hearing Aid Audiologists.

ENDORSEMENT ONE

It is a Condition Precedent to the right to be indemnified under this Policy that all Nurses, Health Care Assistants (ie . associate members), Hearing Care Assistants and student Audiologists work under the direct supervision and control of a fully qualified Audiologist who holds Professional Medical Negligence cover for the services they provide.

ENDORSEMENT TWO

Insurers undertake to provide insurance subject to the Policy terms, conditions and limitations, provided however that **Insurers** may renegotiate or amend the premium, terms and conditions and/or restrict, vary or terminate cover, in the event that the total Association Membership (confirmed as being 900 members at the inception of this Policy) increases by more than 5% during the **Period of Insurance**.

ENDORSEMENT THREE

It is hereby agreed that this Policy automatically includes cover for any activity that falls within the British Society of Hearing Aid Audiologists 'Code of Practice 2014' and for which the **Insured** person is qualified to perform, subject to Policy terms, conditions and limitations.

ENDORSEMENT FOUR

Coronavirus Exclusion, with separate Malpractice write-back

Notwithstanding any other provision, no cover is provided under this Policy for any **Claim**, loss, liability, cost or expense, or **Defence cost** of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation, derivative or variation thereof.

This exclusion also applies to any **Claim**, loss, liability, cost or expense, or **Defence cost** of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing, mitigating or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

However, where a **Claim** for **Bodily Injury** arises directly and separately identifiably as a result of **Malpractice** that has been committed or alleged to have been committed in the course of treating patients with coronavirus disease, we will consider such **Claim** subject otherwise to policy terms, conditions and limitations.

DEFINITION

In this extension:

'**Bodily Injury**' means bodily injury and/or death.

'**Malpractice**' means any negligent act, negligent error and/or negligent omission committed by an insured person arising out of the rendering of, or failure to render medical services in the course of the Insured Profession stated in the Schedule.

ENDORSEMENT FIVE

It is hereby noted and agreed that the following definition is added to the Policy -
Computer or Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

ENDORSEMENT SIX

It is a condition precedent to the right to be indemnified under this Policy that all treatment is undertaken in accordance with the Practice Guidance - Aural Care (Ear Wax Removal), April 2021 document issued by the British Society of Audiology and any amendments thereof.

For the avoidance of doubt, cover hereunder excludes any **Claims** arising from and / or relating to treatment undertaken on minors aged under 5 years.

Furthermore it is a condition precedent to the right to be indemnified under this Policy that microsuction is the only method of ear wax removal to be used on minors aged 5-18 years.

Please refer to this document

<https://www.thebsa.org.uk/wp-content/uploads/2021/04/OD104-93-BSA-Practice-Guidance-Aural-Care-Ear-Wax-Removal.pdf>

ENDORSEMENT SEVEN

Vicarious Liability Extension

It is noted and agreed that Insurers will indemnify an individual **Insured Person** for any **Claim** arising from their vicarious legal liability where they engage or employ other Insured Persons only, but only to the extent -

- a. that the vicarious legal liability arises directly from that other **Insured Person**; and
- b. that such legal liability directly arises from services formally and contractually provided to a service user only, and that fall within the definition of the Insured Profession stated in the Schedule.

Insurers shall not provide any indemnity, payment and/or contribution in respect of any **Claim**, **Defence costs** and/or expenses arising from and/or relating to any -

- i. legal liability whether vicarious or otherwise, where any **Claim**, **Defence costs** and/or expenses have been notified to, are subject to and/or may be entitled to any other insurance, indemnity, protection and/or assistance;
- ii. engaged or employed person who is not an **Insured Person**.
- iii. Limited companies and/or organisations which own 100+ clinics and/or practices.

ENDORSEMENT EIGHT

It is hereby noted and agreed that the Jurisdiction and Territorial Limits as stated in the Schedule is amended to read: United Kingdom, the Isle of Man and the Channel Islands

Furthermore the definition of **Insured person** is amended to read:

A person to whom cover has been granted under this Master Policy, including the **Insured**, who -

- a) is domiciled in the United Kingdom, the Isle of Man and the Channel Islands; and
 - b) is a member of the British Society of Hearing Aid Audiologists
- and either -

- a) Holds an Audiology qualification,
- b) Is a suitably qualified Hearing Aid Dispenser or Hearing Care Assistant,
- c) Is a student on a recognised audiology course, or
- d) Is non HCPC registered but engaged in work in connection with, or work in audiology for Associate Membership whilst undertaking Audiology work, only.

ENDORSEMENT NINE

This Policy does not extend cover to any **Insured Person** working in a corporate setting. A Corporate setting is defined as an organisation which owns 100+ clinics and/or practices.

Exclusions

The following exclusions apply to the whole of this insurance.

The **Insurers** will not be liable for any circumstance, **Claim** and/or **Defence costs**:

1. Arising out of any circumstance known to the **Insured person** or which ought to have been known to the **Insured person** prior to the inception date of this insurance.
2. Arising out of any circumstances or occurrences which occurred prior to the inception date of this insurance if an **Insured person** knew, or could reasonably have foreseen, that such circumstances or occurrences could form the basis of and/or give rise to a claim.
3. Arising out of any circumstances or occurrences which occurred prior to the Retroactive Date stated in the Schedule.
4. Which falls within the Excess stated in the Schedule.
5. Which has been notified to, or which should have been notified to, or is the subject of, any other insurance, indemnity or assistance. The insurers shall not be drawn into nor make any contribution thereto.
6. Arising out of any work or activity, which is not specifically covered by this contract or, in the name of any other company, association or joint venture unless the insurers have agreed to this and issued an Endorsement confirming the same.
7. Arising out of liability assumed by an **Insured person** under contract which goes beyond the duty to use such skill and care as is usual when exercising the professional duties for the **Insured**
8. Profession stated in the Schedule.
9. Arising out of the manufacture of any **products**, or the construction, alteration, repair, repackaging, service, treating or failure of any **product** sold, supplied or distributed by an **Insured person** or the failure of such **product** to fulfil the purpose for which it was designed or intended, or perform as specified, warranted or guaranteed.
10. Arising out of any event requiring crowd control or special permission from the police and/or a local authority, unless the insurers have agreed to this and issued an Endorsement confirming the same.
11. Arising from and/or relating to any Director or Officer or Employee of the **Insured person** arising from any unlawful or negligent act, error or omission, actual or alleged breach of trust, breach of warranty of authority, or breach of duty committed or attempted by such Director or Officer or Employee where such **Claim** is made solely by reason of his holding the position of Director or Officer or Employee and having acted in that capacity.
12. Arising from and/or relating to any breach of duty owed by an **Insured person** as an employer or any person who is under a contract of service or apprenticeship with an **Insured person** which results from an obligation owed by an **Insured person** as an employer to an employee or in respect of which compensation is available under any Worker's Compensation Scheme or other similar legislation. Provided that this exclusion shall not exclude any **Claim** by any employee of an **Insured person** who has been treated by the **Insured person** as a patient when such **Claim** is brought solely in that capacity and when such treatment is for matters unrelated to the patient's employment and only when such treatment is carried out in accordance with the **Insured persons** standard rules and procedures. For the purposes of clarification, such standard rules and procedures will include full consideration of required recovery periods and safety of all other staff and patients but the **Insured person** may waive payment of the **Insured persons** normal or any other charges.

13. Directly or indirectly caused by or contributed to by or relating to any actual and/or alleged:
 - i. violation of any law, act or regulation;
 - ii. dishonest, fraudulent or criminal act;
 - iii. sexual harassment and/or sexual molestation and/or sexual and/or racial discrimination;
 - iv. deliberate act and/or willful misconduct; or
 - v. being under the influence of intoxicants or narcotics.
14. Arising from the ownership, possession or use by or on behalf of an **Insured person** of any aircraft, watercraft, hovercraft, motor vehicle, trailer.
15. Arising from damage to property owned, leased or hired to an **Insured person**, which is under hire purchase or on loan to an **Insured person** or which is in the care, custody or control of an **Insured person**. Provided that this exclusion does not apply to clothing or personal effects, except where such clothing or personal effects has been left unattended.
16. In respect of fines or penalties or punitive, exemplary or other non-compensatory damages of any kind.
17. Where -
 - a) Legal proceedings have been brought outside the Jurisdiction stated in the Schedule or brought in a court of law within the Jurisdiction stated to enforce a judgement or order made outside the Jurisdiction; or
 - b) The provision of the Insured Profession is outside of the Territorial Limits both shown in the Schedule.
18. Emanating from, action instituted in, or in respect of a judgement, award or settlement made within any country which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement in whole or in part) including but not limited to the geographical territories of the United States of America, Canada, Puerto Rico, Guam, American Samoa, Baker Island, Canton & Enderbury Islands, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Palmyra Atoll, Trust Territory of the Pacific (Federal States of Micronesia - Caroline Islands, North Mariana Islands & Marshall Islands), Wake Island, Canal Zone - Panama, Nevassa Island, Roncador Bank, Serrana Bank, United States Virgin Islands (St. John, St. Thomas & St. Croix), or any other United States of America protectorates.
19. Directly or indirectly caused by, or contributed to by, or arising from ionising radiation(s) 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.
20. 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.
21. Arising out of or relating directly or indirectly to exposure to or the manifestation, release, dispersal, seepage, subsidence, pollution, contamination, migration, discharge, appearance, presence, reproduction or growth, including but not limited to the cost of removing, nullifying or cleaning up of mould, mildew, spores, mycotoxins, fungi, organic pathogens or microorganisms, or asbestos, or other seeping, polluting or contaminating substances of any type, nature or description.

22. Arising from loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

If the insurer alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured person**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

23. Arising out of or relating directly or indirectly to insolvency and/or bankruptcy.
24. Arising out of or for passing off or breach or any copyright, patent or other intellectual property right.
25. Arising out of the failure to arrange and/or maintain insurance.
26. Arising out of any clinical trials or research projects.
27. Arising out of any express indemnity, warranty (except warranty of authority) or guarantee or similar provision whether oral or written, save insofar as such liability would have arisen to the same extent in the absence of such express indemnity, warranty, guarantee or similar provision.
28. Arising from any actual, threatened or attempted unlawful detention in breach of the Mental Health Act 1983, the Mental Health Act 2001, the Human Rights Act 1998, the European Convention on Human Rights Act 2003 and/or any other common law provisions or statutory enactment.
29. For any **Claim** made against any Registered Medical Practitioner, including but not limited to any surgeon, physician, doctor, dentist, nurse, midwife or anaesthetist alleging any act, error or omission committed in the course of their duties as qualified medical practitioners.
30. Arising directly or indirectly arising from treatment or advice in connection with any under aged person, which for the purposes of this exclusion is deemed to be a person who at the time of any treatment or advice being carried out upon them has not attained the age of 16 years. However, this Exclusion will not apply if the under aged person's parent/s or guardian/s have consented to such therapy/ies and are present at all time whilst such therapy/ies are being administered.
31. Nor will insurers provide any benefit under this insurance 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.
32. Arising from any regulatory, disciplinary or professional misconduct proceedings or investigation brought against an **Insured person**, whether in respect of an Inquiry or otherwise.
33. Arising directly or indirectly from any of the following:

- a) any data related loss, including but not limited to any misuse of data and/or any data breach, arising out of applicable data protection law.
- b) 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;
- c) 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.
- d) 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;
- e) 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.
- f) 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 Profession stated in the Schedule. 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.
- g) 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.
- h) 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.
- i) business conducted and/or transacted via the internet (including the **Insured person's** 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 the **Insured person** can prove, to insurers reasonable satisfaction, that the liability to the **Insured person** would have attached in the absence of the fact that the business was conducted and/or transacted by these means.

General Conditions

The following conditions apply to the whole of this insurance.

It is a condition precedent to the right to be indemnified under this Policy that:

1. Duty of Disclosure and Fair Presentation

In deciding to accept this insurance and in setting the terms and premium, the **Insurers** have relied on the information provided by the **Insured**. The **Insured** has a duty to inform the underwriter of every material circumstance that the **Insured** knows, or ought to know, in a way that is reasonably clear and accessible to the **Insurers**. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept a risk or the terms of the insurance (including the premium).

For the purposes of 'every material circumstance' mentioned above, the **Insured** is expected to know the following:

- If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging this insurance.
- If the **Insured** is not an individual, what is known to anybody who is part of the senior management of the **Insured** or anybody responsible for arranging this insurance.
- Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation or by any third party (including, but not limited to, a broker, subsidiaries, affiliates or any other person who will be covered under this insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurers** expect that the **Insured** will have included them in their enquiries, and that the **Insured** will inform the **insurers** if they have not done so. The reasonable search may be conducted by making enquiries or by any other means.

The **Insured** has a duty to answer any questions asked by the **insurers** accurately and to ensure that any information provided is correct.

If the **Insurers** establish that the **Insured** has breached their duty to make a fair presentation of the risk and this was deliberate or reckless, they may treat this contract as if it had never existed, refuse to pay all **Claims** and need not return any of the premiums paid.

If the **Insurers** establish that the **Insured** has breached their duty to make a fair presentation of the risk and this was not deliberate or reckless:

- If the **Insurers** would not have entered into this contract at all, they will treat the contract as if it had never existed and refuse to pay all **Claims**, but must return the premium paid;
- If the **Insurers** would have entered into this contract but on different terms (other than terms relating to the premium), they will treat the contract as if it had been entered into on those different terms from the outset;
- If the **Insurers** would have entered into the contract but would have charged a higher premium, they may reduce the amount of a **Claim** payment (and if applicable, the amount already paid on prior **Claims**) by the proportion of the underpaid premium. For example, if the premium would have been 25% higher based on the correct terms, a **Claim** payment will be reduced by 25%;
- The **Insurers** may cancel this insurance.

2. Food Handling

The **Insured person** is to takes steps to ensure that all food handlers are required to notify their manager(s) of any abdominal pain, vomiting, diarrhea or septic skin conditions which

could indicate the presence of typhoid, para-typhoid, salmonella, amoebic or bacillary dysentery or any other staphylococcal infection.

3. Loss Avoidance

The **Insured person** shall at all times take all reasonable steps to avoid or minimise loss hereunder, including but not limited to:

- a) all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
- b) no medication shall be administered to a patient except in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968);
- c) 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;
- d) any tool or implement which is used or intended to be used in the performance of an **Insured person's** professional duties and intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) will be handled, used and stored in accordance with the manufacturers' instructions and, where approved by the manufacturer and the Department of Health (or equivalent) to be used more than once, sterilised prior to such use:
 - (i) using only sterilised apparatus specifically approved by the manufacturer and in accordance with the instructions, recommendations or guidelines of such manufacturer; and
 - (ii) in accordance with guidelines issued by the Department of Health (or equivalent).
- e) In addition, any surface which such device or instrument are likely to come into contact with or which has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected by the use of an effective disinfectant in accordance with the manufacturers' instructions and Department of Health guidelines or equivalent.

4. Premium Payment

The **Insured** undertakes that Premium will be paid in full to the **Insurer** within sixty days of inception of this Policy (or, in respect of installment premiums, when due).

If the Premium has not been so paid to the **Insurer** by the sixtieth day from the inception of this Policy (and, in respect of installment premiums, by the date they are due) the **Insurer** shall have the right to cancel this Policy by notifying the **Insured** via the broker 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 policy Premium shall be payable to the **Insurer** in the event of a notification prior to the date of termination which gives rise to a **Claim** under this Policy.

It is agreed that the **Insurer** shall give not less than 15 days prior notice of cancellation to the **Insured** via the broker. If premium due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

Where the Premium is to be paid through a London Market Bureau, payment to the **Insurer** will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

5. Cancellation

The **Insured** may cancel this contract at any time but there will be no refund. The cancellation will take effect from the date the **Insurers** receive instructions to cancel the Policy.

The **Insurers** may cancel this insurance at any time by giving the **Insured** 15 (fifteen) calendar days' notice in writing. Notice of cancellation will be issued by registered mail or

may be delivered by hand to the last known address of the **Insured**. Notice sent by registered mail will be deemed to have been served 7 (seven) calendar days after dispatch and notice which is hand delivered will be deemed to have been served on the date of delivery.

If the insurance is cancelled by the **Insurers**, a proportional refund will be allowed for the unexpired period of insurance based on the number of days remaining for that period of insurance.

Legal and Regulatory Information

1. The Insurers

AXIS Specialty London is a trading name of AXIS Specialty Europe SE. AXIS Specialty Europe SE is authorised and regulated by the Central Bank of Ireland, with its registered office at Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland (Registered Number 353402). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

2. 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.

3. The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

4. Disputes

Any dispute concerning the interpretation of the Terms, Conditions, Limitations and/or Exclusions contained with this Policy is understood and agreed by both the **Insured** and the **Insurer** to be subject to the laws of the United Kingdom. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the United Kingdom 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.

5. Privacy Notice

AXIS values its relationship with you. 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 License

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 Modeling 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, reinsurers, agents or contractors, which may be 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

Address any questions regarding our privacy practices or this Notice to:

The Data Protection Officer, AXIS Specialty Europe, c/o 52 Lime Street, London EC3M 7AF.

Email: dpo@axiscapital.com

Phone: +44 20 7877 3907

Website: www.axiscapital.com/who-we-are/about-axis/privacy-policy

6. Sanctions Limitation Clause

The **Insurers** will not provide any benefit under this insurance 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.

7. Insurance Compensation Fund (ICF)

AXIS Specialty London is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if AXIS Specialty London is unable to meet its obligations to you under this insurance.

If you are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Claims

1. Claim Notification

It is a condition precedent to the right to be indemnified under this Policy that during the **Period of Insurance** an **Insured person** must give notice in writing as soon as reasonably practicable, to the **Insurers** (via their broker or agent) of:

- a) Any correspondence concerning a **Claim**, writ, summons or process for Medical Malpractice or alleged Medical Malpractice against that **Insured person**.
- b) Any correspondence concerning a **Claim**, writ, summons or process for Public Liability or alleged Public Liability against that **Insured person**.
- c) The receipt of notice from any person or party of an intention to hold that **Insured person** responsible for Medical Malpractice or Public Liability.
- d) Any conduct or circumstance which may give rise to a **claim** for Medical Malpractice or Public Liability against that **Insured person**.

Notice should be provided to:

bshaainsurance@premierline.co.uk

or

Premierline Business Insurance Broker,

Lancaster Business Park,

4 Mannin Way,

Lancaster,

LA1 3SW

If an **Insured person** gives notice as required by c) or d) above, any **Claim** subsequently made against that **Insured person** (in connection with that event) will be deemed to have been made during the **Period of Insurance**.

The **Insured person** must at all times, in addition to their obligations set out above, provide such information and co-operate with the **Insurers** or their representatives to allow the **Insurers** to be able to comply with relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

2. Limits of Indemnity

The **Insurers** will not pay any **Claim**, judgement, award or **Defence costs**, or undertake or continue the defence of any suit or proceedings, after the Limit(s) of Indemnity stated in the Schedule have been exhausted by the payment, or agreement to pay, any **Claim**, judgement, award or **Defence costs**, or after the deposit of the applicable Limit(s) of Indemnity in a court of competent jurisdiction.

In the event of the Limit(s) of Indemnity being exhausted, the **Insurers** have the right to withdraw

from the further defence of any suit or proceedings and tender control to the **Insured person**.

3. Claim Control Clause

It is a condition precedent to the right to be indemnified under this Policy that the terms of this Policy are not disclosed to any person, nor should an **Insured person** admit liability or make any arrangement, offer, promise or payment, or incur any cost or expense without the written consent of the **Insurers**.

The **Insurers** retain the right to take control of the defence of any **Claim** or to prosecute, in the name of an **Insured person** (and for their own benefit), any claim for indemnity or damages or otherwise against any third party and will have full discretion in the conduct of any negotiations or proceedings for the settlement of any **Claim** or **Claims**.

The **Insurers** will not settle any **Claim** without the consent of the **Insured person** concerned. However, if an **insured person** refused to consent to a settlement recommended by the **Insurers** or their representatives and chooses to contest or continue any legal proceedings, the liability of the **Insurers** will not exceed the amount for which a **Claim** could have been settled plus the costs and expenses and **Defence costs** incurred with their consent up to the date of refusal.

The **Insured person** agrees to indemnify the **Insurers** for the amount of any judgement, award, settlement or **Defence costs** which the **Insurers** are found obligated to pay after the date of such refusal, which in any event will not exceed the Limit of Indemnity as specified in the Schedule and the **Insured** agrees to indemnify the **Insurer** for the amount of any judgment, award, settlement and **Defence costs** which the **Insurer** is found obligated to pay after the date of such refusal.

4. Record Keeping

It is a condition precedent to the right to be indemnified under this Policy that each **Insured person** must at all times:

- a) Maintain accurate, descriptive records of all professional services and the equipment used in procedures and make these available for inspection by the **Insurers** or their representative in the event of a **Claim**.
- b) Retain the record referred to in a) above for a period of at least 7 (seven) years from the date of treatment or, in the case of a minor, for a period of at least 7 (seven) years after the date that minor attains the age of majority.
- c) Provide the **Insurers** or their representative with any information, assistance, signed statements or depositions as the **Insurers** may require.
- d) Assist in the defence of any **Claim** at their own cost without charge to the **Insurers**.

5. Fraudulent Claims

- a) If the **Insured** makes a fraudulent **Claim** under this insurance, the **Insurers**:
 - i) are not liable to pay the **Claim**; and
 - ii) may recover, from the **Insured**, any sums paid by the **Insurers** to the **Insured** in respect of that **Claim**; and
 - iii) may, by notice to the **Insured**, treat the contract as having been terminated with effect from the time of the fraudulent act, including retrospectively if the **Insurer** discovers at a later date that the **Insured** has made a fraudulent claim under this insurance.
- b) If the **Insured** makes a legitimate **Claim** under this insurance but later deploys a fraudulent device to increase its chances of recovery, the **Insurers**:
 - i) may, by notice to the **Insured**, treat the contract as having been terminated with effect from the time that the device was deployed, including retrospectively if the **Insurer** discovers at a later date that the **Insured** deployed a fraudulent device.
- c) If the **insurers** exercise their right under clause a) iii) or b) i) above:
 - i) the **Insurers** 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 **Insurers**' liability under the insurance contract; and

ii) The **Insurers** need not return any of the premiums paid.

If a fraudulent **Claim** is made or a fraudulent device deployed by or on behalf of an **Insured person**, the **Insurers** may exercise the rights set out above as if there were an individual insurance contract between the **Insurers** and that **Insured person**. However, the exercise of any of those rights will not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Complaints Procedure

We aim to provide a high standard of service at all times, although we appreciate there may be occasions where you feel it is necessary to make a complaint.

If you wish to make a complaint, you can do so at any time by contacting:

Complaints

AXIS Specialty London

c/o 52 Lime Street

London

EC3V 9AH

Tel: 020 7050 9000

Fax: 020 7050 9001

E-mail: complaints@axiscapital.com

If you are dissatisfied with the outcome of your complaint, you may have the right to refer it to The Financial Ombudsman Service. They can be contacted at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)

Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

Website: www.financial-ombudsman.org.uk

This procedure does not affect your right to take legal action.