

## Medical Malpractice, Professional Indemnity and Public Liability Insurance Policy

### Section 1: Words with Special Meanings

| Word or term               | Meaning  |
|----------------------------|--|
| <b>Abuse</b>               | Any action that intentionally harms or injures another person. For the purposes of this <b>policy</b> , <b>abuse</b> shall include any form of physical, sexual and psychological harm or injury arising in the course of <b>your</b> business.  |
| <b>Business</b>            | Professional services performed by <b>you</b> as stated in the proposal or declaration and as shown on the <b>schedule</b> .   |
| <b>Circumstance</b>        | Any event, incident, situation or complaint which could give rise to a <b>claim</b> .  |
| <b>Claim</b>               | <p>Any:</p> <ol style="list-style-type: none"> <li>a. written or verbal notice of demand for compensation made by a third party against <b>you</b>; or</li> <li>b. writ, statement of <b>claim</b>, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice served upon the insured.</li> </ol> <p>Also includes any <b>circumstance</b>.</p> |
| <b>Clinical trials</b>     | Any organized study or test that uses human or animal subjects to develop effectiveness or safety data for a designated treatment, procedure or product.   |
| <b>Cyber liability</b>     | Any liability arising from the content of your computer systems or website or any additions made by a hacker to your computer systems or website   |
| <b>Defence costs</b>       | All costs, fees and expenses incurred with <b>our</b> prior written agreement in the investigation, mitigation, defence or settlement of a <b>claim</b> .  |
| <b>Documents</b>           | Includes any deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material. However, this shall not include any bearer bonds or coupons, stamps, bit-coins, bank or currency notes or any other negotiable instruments.                    |
| <b>Endorsement</b>         | A change to the terms of the <b>policy</b> .   |
| <b>Excess</b>              | The amount <b>you</b> must bear as the first part of each agreed <b>claim</b> or loss.   |
| <b>Good Samaritan Acts</b> | Any treatment administered by <b>you</b> at the scene of a medical emergency, accident or disaster where <b>you</b> were present following such medical emergency, accident or disaster.   |

| Word or term               | Meaning  |
|----------------------------|--|
| <b>Investigation</b>       | Any official <b>investigation</b> , examination or inquiry by: <ul style="list-style-type: none"> <li>a. any court, tribunal or regulatory authority; or</li> <li>b. any committee of any association or professional body of which <b>you</b> are a member and which has been disclosed to and accepted by <b>us</b></li> </ul> arising out of any actual or alleged breach of <b>your business</b> .   |
| <b>Limit of indemnity</b>  | The limit of liability under this <b>policy</b> as stated in the <b>schedule</b> .   |
| <b>Malpractice</b>         | Any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by <b>you</b> in or about the conduct of <b>your business</b> .  |
| <b>Period of insurance</b> | The time for which this <b>policy</b> is in force as stated in the <b>schedule</b> .   |
| <b>Policy</b>              | This insurance document and the <b>schedule</b> , including any <b>endorsements</b> .  |
| <b>Premium</b>             | The <b>premium</b> specified in the <b>schedule</b> .  |
| <b>Product</b>             | Any solid, liquid or gaseous substance or component part thereof.  |
| <b>Products liability</b>  | Any legal liability arising from any goods or product supplied to others which were sold, repaired, installed, erected, altered, cleaned or treated by you but excluding your manufacture of any product   |
| <b>Public liability</b>    | Any legal liability arising from: <ul style="list-style-type: none"> <li>a. bodily injury, mental injury, illness, disease or death of any person; or</li> <li>b. physical loss of or injury to or destruction of tangible property, including its resulting loss of use.</li> </ul>   |
| <b>Retroactive date</b>    | Notwithstanding section 5.1 Prior or pending acts and section 6.7 Claims made policy, the <b>retroactive date</b> is the date specified in the <b>schedule</b> from which <b>we</b> will cover <b>business you</b> performed but only where such business was disclosed to and accepted by <b>us</b> .   |
| <b>Schedule</b>            | The <b>schedule</b> to this <b>policy</b> .  |
| <b>Territorial limits</b>  | The territories stated in the <b>schedule</b> .  |
| <b>We/us/our</b>           | The insurers named in the <b>schedule</b> .  |
| <b>You/your</b>            | The insured named in the <b>schedule</b> .<br><br>Also includes and subject to payment of any additional <b>premium</b> where applicable, any limited liability partnership, partnership, corporation, institution or entity which has legal capacity and is named in the <b>schedule</b> including those principals, partners, directors, members, members of ethics committees, employees, volunteers working on <b>your</b> behalf or under <b>your</b> direction or any personal representatives of the estate of any person who would otherwise be indemnified under this <b>policy</b> . |

## Section 2: Important information

### 2.1 This document

This document, the **schedule** and any **endorsements** attached form **your policy** and sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully to ensure that it accurately reflects **your** circumstances and the level of cover **you** requested. Please contact Westminster Indemnity immediately if **you** need to make changes.

Subject to payment of the **premium** or as agreed in writing, **we** agree to provide indemnity in accordance with and subject to the terms and conditions of this **policy**.

### 2.2 Your premium

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

### 2.3 Information you gave us

By accepting this **policy**, **you** accept and agree that all statements, particulars and documents referred to or contained within the proposal or declaration provided to **us** are accurate and true and should **you** become aware during the **period of insurance** that the information provided is inaccurate or there are any changes, **you** must inform Westminster Indemnity as soon as practicable.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

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

**We** or Westminster Indemnity will write to **you** if **we**:

- i. intend to treat **your policy** as if it never existed; or
- ii. need to amend the terms of **your policy**.

### 2.4 Interpretation

Any words or expressions to which a specific meaning attaches appears in the **policy** in bold black type and shall bear that special meaning wherever they appear. The meanings of these words can be found under **Section 1: Words with Special Meanings**, above and:

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

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

**2.5 Data Protection**

Any information that **you** have provided will be processed by **us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

## Section 3: What is covered

### 3.1 Malpractice

We agree to indemnify **you** for **claims** made against **you** during the **period of Insurance**, for **malpractice**.

### 3.2 Professional indemnity

We agree to indemnify **you** for **claims** made against **you** during the **period of Insurance** for negligence or breach of a duty of care arising as a result of **your business**.

### 3.3 Public and products liability

We agree to indemnify **you** for **claims** made against **you** during the **period of Insurance**, for **public liability** or **products liability** arising as a result of **your business**.

### 3.3 Defence costs and expenses

We agree to indemnify **you** against all sums which **you** shall become legally liable to pay as damages including claimant's costs in accordance with the law of those countries as stated in the **schedule**.

With **our** prior written consent, **we** also agree to pay all **defence costs** incurred in connection with any **claim** which falls within this **policy**, provided that the total amount payable in respect of damages and **defence costs** shall not exceed the **limit of indemnity** as stated in the **schedule**.

## Section 4: Extensions of cover

With **our** prior written consent and arising as a result of **your business**, **we** agree to provide indemnity under this section at no additional **premium**; however **our** total aggregate liability during the **period of insurance** applicable to each specific section listed shall not exceed the amounts shown. Also, such limits shall be included within and not in addition to the overall **limit of indemnity** shown in the **schedule**. **You** must pay the **excess** for each **claim** unless otherwise stated.

### 4.1 Breach of confidentiality

**We** agree to indemnify **you** in respect of **your** civil liability for any **claim** for compensation arising from any breach of confidentiality except for any cyber liability.

### 4.2 Breach of intellectual property

**We** agree to indemnify **you** against **your** civil liability for compensation arising from any **claim** made against **you** for any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism.

The most **we** will pay **you** under this section is €25,000 each and every **claim** and in the aggregate.

### 4.3 Continuous cover

**We** agree to indemnify **you**, notwithstanding exclusion 5.1 **Prior or pending acts** and claims made notice, for any **claim** arising from a fact or **circumstance**:

- a. of which **you** first became aware prior to the period of insurance and which **you** knew, or ought to have reasonably known, had potential to give rise to a **claim**; and
- b. which should have, but was not, notified to **us** under an earlier policy under which we were indemnifying **you**.

Provided that:

- i. such indemnity shall not apply to any **claim** where **your** failure to notify such **claim** is fraudulent; and
- ii. we have continuously insured **you** between the date when the **circumstance** should have been notified and the date the **claim** was actually notified.

### 4.4 Coroners inquests

**We** agree to provide costs **you** incur arising from representation at any Coroner's inquest or enquiry following the death of any patient of **yours** and of which **you** are legally required to attend.

### 4.5 Court attendance costs

**We** agree to provide court attendance costs **you** incur where **you** are legally compelled to attend a civil proceeding as a witness in a **claim** covered by this **policy**.

The most **we** will pay **you** under this section is €100 per day for employees/ €250 for directors and up to a maximum of €25,000 any one **period of insurance**.

### 4.6 Defamation

**We** agree to indemnify **you** in respect of **your** civil liability for any **claim** for compensation arising from unintentional defamation, libel or slander but only where, upon **our** reasonable request, **you** issue an apology or expression of regret. **We** will not indemnify **you** in respect of any **claim** for defamation, libel or slander should **you** refuse such request by **us**.

The most **we** will pay **you** under this section is €25,000 each and every **claim** and in the aggregate.

### 4.7 Dishonesty of employees

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

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

The most **we** will pay **you** under this section is €25,000 each and every **claim** and in the aggregate.

#### **4.8 Extended notification period**

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of premium then **you** have until such time that **you** effect another insurance **policy** or a sixty (60) days commencing on the day immediately following the expiry of this **policy**, whichever is the lesser period, during which to notify **us** of any **claims** first made against **you** during the **period of insurance**, provided that this extension:

- a. does not reinstate or increase the **limit of indemnity** or extend the **period of insurance**; and
- b. will only apply to acts, errors or omissions committed or alleged to have been committed by **you** before the end of the **period of insurance** of the cancellation date of this **policy** where this **policy** has been cancelled.

#### **4.9 Good Samaritan acts**

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

#### **4.10 Loss of documents**

In the event of loss or damage to **documents**, **we** will indemnify **you** against all costs and expenses **you** incur in replacing and restoring such **documents** provided that:

- a. such loss or damage is sustained during the **period of insurance** while the **documents** are either in transit or in **your** custody or any person to whom **you** have entrusted in the course of the normal conduct of **your business**;
- b. where the **documents** are in paper format, **you** ensure that adequate systems are in place for their storage and protection and **you** have taken reasonable steps to ensure that where applicable, copies of such documents are scanned and stored in an electronic format;
- c. where the **documents** are in electronic format, **you**, or any person to whom **you** have entrusted, has in place sufficient and proper procedures for the security and daily back-up of such **documents**; and
- d. the amount of any **claim** under this section shall be supported by invoices or accounts which shall be subject to approval by **us** or a competent person nominated by **us**.

The most **we** will pay **you** under this section is €25,000 each and every **claim** and in the aggregate.

#### **4.11 Public relations expenses**

**We** agree to pay fees, costs, and expenses incurred by **you** for the appointment of a public relations consultant for the sole purpose of protecting **your** reputation that has been brought into question as a direct result of a **claim** covered by this **policy**,

Provided always that:

- a. **you** notify **us** on first becoming aware of **your** reputation being brought into question and **you** provide full written details outlining the circumstances surrounding the event; and
- b. **we** have given prior written consent to retain the services of such public relations consultant.

The **excess** stated in the **schedule** will not apply to cover under this section.

The most **we** will pay **you** under this section is €25,000 each and every **claim** and in the aggregate.

**4.12 Representation costs**

**We** agree to pay costs of representing **you** at any properly constituted **investigation**, first discovered during the **period of insurance**.

The most **we** will pay **you** under this section is €25,000 each and every **claim** and in the aggregate.

**4.13 Prosecution defence costs**

**We** agree to pay the costs **you** incur for your defence against prosecution under the provisions of the below, provided that the offence or alleged offence is alleged to have been committed during the **period of insurance**:

- a. the Health and Safety at Work Act 1974;
- b. the Health and Safety at Work (Northern Ireland) Order 1978;
- c. Part II of the Consumer Protection Act 1987.

**4.14 Your work as a subcontractor or agency work**

**We** agree to indemnify **you** where you perform **your business** as a subcontractor or agent of an employer or principal.

**4.15 Your subcontractors**

**We** agree to indemnify **you** for **business** performed on **your** behalf by subcontractors or outsourcers but only:

- a. where their work, including any additional income derived from such, has been disclosed to and accepted by **us**;
- b. where they are otherwise insured for their own **malpractice** and/or errors and omissions and **public liability** and **products liability**; and
- c. where **you** made sufficient checks to ensure that such insurance is in force.



## Section 5: What is not covered

We shall not be liable to indemnify **you** for:

- 5.1 Prior or pending acts**  
any **claim** arising from the performance of **your business** prior to the inception date of this **policy** if **you** knew or could have reasonably foreseen that such **claim** might arise.
- 5.2 Medical defence organisation**  
any **claim** which is the subject of insurance, indemnity or assistance provided by any medical defence organisation or their insurers. This **policy** shall not be drawn into any contribution.
- 5.3 Clinical trials**  
any **claim** arising from **clinical trials**.
- 5.4 Bodily injury insurable elsewhere**  
any **claim** arising from bodily injury, mental injury, illness, disease or death to any person or loss of or damage to tangible property of any person unless arising out of **malpractice**.
- 5.5 Directors and officers**  
any **claim** made against any Director or Officer or Employee of **yours** where such **claim** is made solely by reason their holding the position of Director or Officer or Employee and having acted in that capacity.
- 5.6 Animal, aircraft, motor vehicles and watercraft**  
any **claim** arising from the possession, ownership or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle. However this exclusion does not apply to the treatment or care of any animals where this forms part of **your business**.
- 5.7 Supply of Goods**  
any **claim** arising out of the manufacture of any **products**, or the construction, alteration, repackaging, repair, servicing, or treating of any **products** sold, supplied or distributed by **you**, or any **claim** arising out of the failure of any **product** to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed.
- However, this exclusion does not apply to the following where this forms part of your **business**:
- a. the relabeling of any **product**;
  - b. the blending of aromatherapy oils;
  - c. any book, brochure, CD, DVD or downloadable item which is produced by **you** and where **you** obtained the appropriate permissions or licences prior to the use of any third party content contained therein; or
  - d. the dispensing of natural, herbal and alternative medicinal **products** (but excluding any prescribed medicines) which have been sourced from suppliers within in the EU and whom against you have a legal right of recourse.
- 5.8 Obligations of employers**  
any **claim** by any person for bodily injury, mental injury, illness, disease or death incurred, contracted or occurring whilst in the course of employment with **you** and by which any compensation is available under any Workers' Compensation Scheme and or similar legislation unless such bodily injury, mental injury, illness or death is caused by any negligent act, error or omission by **you** in the performance of **your business** and whereby such employee was in the capacity of a patient.
- 5.9 Insolvency, bankruptcy or liquidation**  
any **claim** directly or indirectly based upon, attributable to, or in consequence of **your** insolvency, bankruptcy or liquidation.

- 5.10 Trading debts**  
any **claim** directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by **you** or any guarantee given by **you** for a debt.
- 5.11 Assumed duty or obligation**  
any **claim** arising out of a specific liability assumed by **you** under any contract which goes beyond the duty to use such skill and care as is usual in the exercise of **your business** unless **our** prior agreement has been obtained and such specific liability is endorsed upon the **policy** and where applicable, with **your** acceptance of any additional Terms and Conditions **we** have imposed.
- 5.12 Rights of subrogation**  
any **claim** where **your** right of recovery is restricted by any contract, unless **our** prior agreement has been obtained to that contract.
- 5.13 Fraud and dishonesty**  
any **claim** directly or indirectly caused or contributed to by an intentional violation of any law, dishonest, fraudulent or criminal act by **you**, or any deliberate or reckless act which could with reasonable foresight result in a **claim** for damages. This does not apply to any **claim** under section **4.7 Dishonesty of employees** but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
- 5.14 Intoxication**  
any **claim** for **business you** performed whilst under the influence of intoxicants or narcotics.
- 5.15 Nuclear**  
any **claim** directly or indirectly caused by, contributed to, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 5.16 Pollutants**  
any **claim** arising from personal injury or bodily injury or loss of or damage to, or loss of the use of property directly or indirectly caused by seepage, subsidence, pollution or contamination.
- 5.17 Pollutant removal**  
any **claim** for the costs of removing, nullifying or cleaning-up seeping, pollution or contaminating substances.
- 5.18 Asbestos**  
any **claim** directly or indirectly based upon, attributable to, or in consequence of asbestos, asbestos fibres or derivatives of asbestos in whatever form or quantity.
- 5.19 War**  
any **claim** arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority.
- 5.20 Hepatitis, HIV or Aids**  
any **claim** arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.
- 5.21 Abuse**  
any **claim** arising from **abuse**.
- 5.22 Discrimination**  
any **claim** arising from discrimination.

**5.23 Law and jurisdiction**

any **claim** brought or any judgement, award, or settlement made outside the UK or Republic of Ireland.

**5.24 Fines and penalties**

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

**5.25 Related parties**

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

**5.26 NHS work**

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

**5.27 Documents**

loss or damage to documents caused by:

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

**5.28 Property damage**

loss or damage to any property that belongs to **you** or which at the time of loss or damage was in **your** care custody or control. However, this does not apply to:

- a. any vehicles or personal effects belonging to employees' or visitors whilst on **your** premises;
- b. premises, including the contents therein, which are not owned or rented by **you**, where **you** are temporarily performing your **business**;
- c. premises rented to **you**, for loss or damage not insured under property insurance policies and for which **you** would not be liable other than by lease or other agreement;
- d. loss of documents, as described under section **4.11 Loss of documents**.

**5.29 Product repair or replacement**

the costs to repair, recondition or replace any **product** or any of its parts.

**5.30 Pension and other liabilities**

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

**5.31 Tax and other liabilities**

any **claim** arising from **your** breach of any taxation competition, restraint of trade or anti-trust legislation or regulation.

**5.32 Computer virus**

any **claim** arising from the transmission of a computer virus.

**5.33 Property in your care**

any **claim** arising from loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This exclusion shall not apply to **claims** arising from loss or damage to:

- a. employees' or visitors' vehicles or other possessions whilst they are on **your** premises;
- b. premises where you are temporarily carrying on your business including their contents which are not owned or rented by **you** or are not occupied by **you** under a licence;
- c. premises rented to **you** or licensed to **you** for loss or damage not insured under property insurance policies and for which **you** would not be liable other than under the lease or other agreement.

**5.34 Loss of profits**

any **claim** arising from **your** lost profit or liability for VAT or its equivalent.

**5.35 Business interruption**

any **claim** arising from any trading loss or trading liability including that arising from the loss of any client, account or business.

**5.36 Occupiers' liability**

any **claim** in respect of **injury** suffered by a claimant in premises which are not occupied exclusively by **you** unless **we** have agreed to provide indemnity for such **claims** in the **schedule** or any **endorsement**.

**5.37 Member to member liability**

any bodily injury caused by one member to another member.

**5.38 Financial and legal advice**

any financial or legal advice provided by **you**.

**5.39 Indoctrination**

any indoctrination by **you**.

**5.40 Medical treatment or diagnosis**

any medical or clinical:

- a. diagnosis;
- b. consultation;
- c. check-up;
- d. investigation;
- e. assessment;
- f. test; or
- g. analysis.

**5.41 Administration of drugs**

**your** administering of any medical treatment including drugs or prescribed medicines or preparations. However this does not apply to **your** administering of natural, herbal and alternative medicinal products where this forms part of **your business** and **you** hold the appropriate qualifications.

**5.42 Ear piercing**

the piercing of any ear cartilage.

**5.43 Procurement of goods**

the procurement of goods or services by **you** on behalf of **your** client unless **your** client's explicit consent was provided prior to the procurement of such goods or services.

**5.44 Social work**

any social work.

**5.45 Past life regression therapy**  
any past life regression therapy.

**5.46 Guarantees or warranties**  
any guarantees, promises or warranties you make with regard to the outcome of any treatment or service **you** provide or perform as part of **your business**.

**5.47 Use of sunbeds or UV tanning**  
any use of sun beds or ultra violet tanning.

**5.48 Manual work, construction and erection**  
any manual work or labour or **your** construction or erection of any **product**.

**5.49 Sanction endorsement**  
**We** shall not provide any indemnity under this **policy** to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

**5.50 Terrorism or riot**  
any **terrorism** regardless of any other cause or event contributing to any liability or any action taken in controlling, preventing or suppressing **terrorism**, or riot.

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

## Section 6: Claims Conditions

### 6.1 Reporting claims

You shall, as soon as practicable and prior to expiry of the **period of insurance**, provide Westminster Indemnity with **written** notice of any **claim** made against **you**. Furthermore every letter, demand, writ summons and legal process relating to such **claim** shall be forwarded to **us** as soon as practicable after receipt.

Claims Director  
Westminster Indemnity Ltd  
No 5, 105 The Esplanade  
WEYMOUTH  
DT4 7EA

Phone: 01305 839 939 (please note that phone calls may be recorded)

E-mail: [admin@westminster-indemnity.co.uk](mailto:admin@westminster-indemnity.co.uk)

### 6.2 Notification of circumstance

You shall, as soon as practicable, give us notice in writing of the receipt of notice from any person of an intention to hold you responsible for any breach of duty or obligation insured by this policy or of knowledge of any conduct or circumstance which could reasonably be expected to give rise to a claim.

### 6.3 Claims mitigation

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

### 6.4 Information and assistance

You shall, at all times and without charge, provide such information, assistance, signed statements or depositions as **we**, or **our** appointed representatives, may require to conduct **our** investigation, defence or settlement of any **claim** or potential **claim**.

### 6.5 Admission of liability

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

### 6.6 Control of defence

**We** may at **our** discretion take full responsibility for conducting, defending or settling any **claim** in **your** name and take any action we consider necessary to enforce **your** rights or **our** rights under this insurance.

However, **we** will not be held liable for **our** decisions or conduct in the defence or settlement of any **claim** and **you** waive any right to legal professional privilege concerning any enquiries made concerning any defence or coverage issue.

In connection with any **claim** against **you**, **we** may at any stage pay **you** the **limit of indemnity** or any lesser amount for which such **claim** can be settled. **We** shall transfer the control of defence to **you** and shall have no further liability for such **claim** or its **defence costs** except for any costs and expenses which **we** already agreed to bear in respect of matters prior to the date of such payment.

### 6.7 Claims made policy

This **policy** is written on a claims made basis which means that the policy covers **you** for claims made against **you** and notified to **us** during the **period of insurance**. The **policy** does not provide cover in relation to:

- a. **claims** for any **business** **you** performed prior to the **retroactive date**;
- b. **claims** notified or arising out of **circumstances** notified under any previous policy, whether made or issued by **us** or any other insurer;
- c. **claims** made against **you** prior to commencement of the **period of insurance**;

- d. **claims** arising out of **claims** and circumstances declared on the proposal or declaration for the current **period of insurance** or on any previous proposal or declaration;
- e. **claims** made after expiry of the **period of insurance** even though the event giving rise to the **claim** may have occurred during the **period of insurance**.

However, where **you** give **us** notice in writing of facts that might give rise to a **claim** against **you** as soon as reasonably practicable after **you** become aware of those facts but before expiry of the **period of insurance**, the **policy** will, subject to its terms and conditions, cover **you** notwithstanding that a **claim** is only made after expiry of the **period of insurance**.

#### **6.8 Fraudulent claims**

If **you**, or anyone acting on **your** behalf, make a **claim** knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent **claim**, or any subsequent **claim**.

## Section 7: General Conditions

### 7.1 Record keeping

**You** shall at all times maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by **us** or **our** duly appointed representatives and **you** shall retain these records for a period of at least seven (7) years from the date of treatment or as per your specific industry standards and, in the case of a minor, for a period of at least seven (7) years after that minor attains majority.

### 7.2 Use of instruments

In the performance of **your business**, **you** shall at all times handle, use, sterilise and store any tool or implement used which is intended to penetrate tissue or be in contact with bodily fluid, in accordance with the manufacturer's instructions.

### 7.3 Limit of indemnity

**Our** total aggregate liability during the **period of insurance** for **claims** and **defence costs** is the **limit of indemnity** shown in the **schedule**, irrespective of the number of **claims**.

### 7.4 Excess

Unless otherwise stated, **you** must pay the **excess** shown in the **schedule** for each **claim**, including **defence** costs.

### 7.5 Additional insureds

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

### 7.6 Policy payment

If **you** do not pay the entire **premium** by the **premium** due date specified in the **policy schedule** or the date agreed in your credit terms, **we** will treat this **policy** as if it had never existed and will write to **you** to this effect. In such circumstances **we** will not be liable to provide any indemnity in relation to any **claims** or **circumstances**. If **we** have already provided an indemnity, **we** will be entitled to recover those sums from **you** in full.

### 7.7 Policy cancellation

This **policy** has a cooling off period of fourteen (14) days which starts from either of the below dates, whichever comes later:

- a. the date **you** received this documentation; or
- b. the start of the **period of insurance**.

**You** can cancel this policy within the fourteen (14) day cooling off period by writing to Westminster Indemnity. Provided **you** have not made a claim, **you** will be entitled to a full refund of any **premium** paid and the **policy** will be cancelled with effect from the start date of the **period of insurance**, and treated as if it never existed.

After the fourteen (14) day cooling off period **you** may cancel this **policy** at any time by writing to Westminster Indemnity.

**We** can cancel this **policy** by giving **you** 30 days' written notice. **We** will only do this for a valid reason, for example, due to:

- a. non payment of **premium**;
- b. changes in the risk which means that **we** can no longer provide **you** with insurance cover;
- c. **your** non-cooperation or failure to supply information or documentation **we** request; or



d. threatening or abusive behaviour or the use of threatening or abusive language by **you**.

If this policy is cancelled after the fourteen (14) day cooling off period or following notice of cancellation by **us**, provided **you** have not made a **claim**, **you** will be entitled to a refund of any **premium** paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a pro rata basis based on the number of days covered.

If **we** pay any **claim**, in whole or in part, then no refund of **premium** will be allowed.

**7.8 Needle stick injury policy**

Where needles or sharp instruments are used in the performance of **your** business, **you** shall at all times maintain and distribute to all relevant employees an up to date copy of **your** needle stick injury (or Sharps) policy and procedure document and where applicable provide full training on this subject. Attendance at such training shall be evidenced in writing and stored on all employee files.

**7.9 Products**

Where **products** are used in the performance of **your business**, **you** shall at all times use such **products** only in accordance with the manufacturer's instructions.

## Section 8: How to make a complaint

**We** are committed to treating **you** fairly, however, **we** realise that there may be times when things go wrong. If this happens, please contact Westminster Indemnity in the first instance. The contact details are as follows:

Claims Director  
Westminster Indemnity Ltd  
No 5, 105 The Esplanade  
Weymouth  
DT4 7EA

Tel: 01305 839 939

E-mail: [admin@westminster-indemnity.co.uk](mailto:admin@westminster-indemnity.co.uk)

**We**, as the Lloyd's managing agent or Westminster Indemnity, who **we** have appointed to adjudicate on **your** complaint on **our** behalf, will acknowledge **your** complaint, in writing, within five business days of the complaint being made. Westminster Indemnity will also inform **you** of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

**We**, as the Lloyd's managing agent or Westminster Indemnity, who **we** have appointed to adjudicate on **your** complaint on **our** behalf, will provide **you** with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

**We**, as the Lloyd's managing agent or Westminster Indemnity that **we** have appointed to adjudicate on **your** complaint on **our** behalf will aim to provide **you** with **our** decision on **your** complaint, in writing, within forty business days of the complaint being made.

Should **you** remain dissatisfied with the final response from the above or if **you** have not received a final response within forty business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman  
3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2  
Ireland

Tel: +353 1 6 620 899  
Fax: +353 1 6 620 890

E-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

The complaints handling arrangements above are without prejudice to **your** rights in law.

Please note that phone calls may be recorded.