

**Beazley Group**


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**THIS IS TO CERTIFY** that in accordance with the authorisation granted under Contract No B7477F17ANHA to the undersigned by certain Underwriters at Lloyd's hereinafter known as "Underwriters", whose names and the proportions underwritten by them which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein the said Underwriters are hereby bound, each for his own part and not for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

E.U. Disclosure Clause (U.K.): Notice to the Proposer/Assured. The Parties are free to choose the law applicable to this Insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law. Any enquiry or complaint should be addressed in the first instance to your Broker/Insurer. If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law. The address is: Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA. Telephone: 0207 327 5693/6059 or email [complaints@lloyds.com](mailto:complaints@lloyds.com).

**IN WITNESS WHEREOF** this Certificate has been signed at **LONDON**.

This 2<sup>nd</sup> day of May 2018

By 

Authorised Signatory

**BEAZLEY SOLUTIONS LTD**  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AD  
United Kingdom

Telephone: 020 7667 0623  
Facsimile: 020 7667 7100

**Underwritten by certain syndicates at Lloyd's.**

Beazley Solutions Limited is a service company that is part of the Beazley group of companies. Beazley Solutions Limited has authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicates 623 and 2623 which are managed by Beazley Furlonge Limited. Beazley Solutions Limited is an appointed representative of Beazley Furlonge Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK (ref 204896) in its capacity as insurer.

# Beazley Medical Malpractice Insurance

This Insurance contains some particularly important conditions which the Insured must satisfy or the Insured could lose some or all of the cover provided. Because these are particularly important, the Underwriters want to draw the Insured's attention to them and they will highlight them in bold and capital letters within the Policy.

Separately, there is also a warranty that the Insured must pay the premium when it is due, including when any instalment is due. If the Insured fails to do so, then the Insured's cover will be suspended and the Policy may be cancelled.

**NOTICE:** This Policy provides coverage on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, this insurance applies only to those **Claims** which are first made against the **Insured** and reported in writing to the underwriters during the **Policy Period** or **Extended Reporting Period** (if applicable). **Damages** and **Claims Expenses** shall be applied against the deductible. **Claims Expenses** under this Policy shall reduce and may exhaust the Limits of Liability. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

This schedule along with the completed and signed **Proposal** and the Policy with endorsements shall constitute the contract between the **Insureds** and underwriters.

**Policy Number:** W000885-18A

**Item 1. Named Insured**

Zoe Matthew trading as Serene Skin

**Address**

2 Alderton Drive, Westhoughton, Bolton, Greater Manchester, United Kingdom, BL5 2JD

**Item 2. Policy Period**

From: 06/02/2018

To 05/02/2019

Both days Inclusive Local Standard Time at the address of the Named Insured

**Item 3. Insuring Agreements and Extensions Included**

INSURING AGREEMENTS	Included
Insuring Agreement I.1.A, Medical Malpractice	Yes
Insuring Agreement I.1.B, Professional Indemnity	Yes
Insuring Agreement I.1.C, Public or General Liability	Yes
Insuring Agreement I.1.D, Product Liability	No
Insuring Agreement I.1.E, Loss of Documents	Yes
Insuring Agreement I.1.F, Breach of Professional Confidentiality	Yes
Insuring Agreement I.1.G, Libel and Slander	Yes
Insuring Agreement I.1.H, Inquest Costs	Yes
Insuring Agreement I.1.I, Licencing Body Investigation Costs	Yes

Extension I.2.A Information Security and Privacy Liability	Yes
Extension I.2.B Regulatory Defense and Penalties	Yes
Extension I.2.C Website Media Content Liability	Yes
Extension I.2.D PCI Fines and Costs	Yes
Extension I.2.E Forensic Defence Costs	Yes
Extension I.2.F Employee Privacy Breach Cover	Yes
Extension I.2.G Crisis Management Costs and Public Relations	Yes

#### Item 4. Limits of Liability

##### A. Insuring Agreements

###### 1. Medical Malpractice (Insuring Agreement I.1.A)

Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000

###### 2. Professional Indemnity (Insuring Agreement I.1.B)

Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000

###### 3. Public or General Liability (Insuring Agreement I.1.C)

Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000

###### 4. Product Liability (Insuring Agreement I.1.D)

Limit of Liability N/A

###### 5. Loss of Documents (Insuring Agreement I.1.E)

Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000

###### 6. Breach of Professional Confidentiality (Insuring Agreement I.1.F)

Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000

###### 7. Libel and Slander (Insuring Agreement I.1.G)

Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000

###### 8. Inquest Costs (Insuring Agreement I.1.H)

Limit of Liability (Each **Inquest**) GBP 25,000

###### 9. Licencing Body Investigation Costs (Insuring Agreement I.1.I)

Limit of Liability (Each **Investigation**) GBP 25,000

##### B. Extensions

###### 1. Information Security and Privacy Liability (Extension I.2.A)

GBP 1,000,000

###### 2. Regulatory Defense and Penalties (Extension I.2.B)

GBP 100,000

###### 3. Website Media Content Liability (Extension I.2.C)

GBP 1,000,000

###### 4. PCI Fines and Costs (Extension I.2.D)

GBP 10,000

	<b>5. Forensic Defence Costs (Extension I.2.E)</b>	GBP 100,000
	<b>6. Employee Privacy Breach Cover (Extension I.2.F)</b>	GBP 1,000,000
	<b>7. Crisis Management Costs and Public Relations (Extension I.2.G)</b>	GBP 25,000
	<b>C. Policy Aggregate Limit of Liability</b> including <b>Claims Expenses</b>	GBP 1,000,000
<b>Item 5.</b>	<b>Deductible</b> Each <b>Claim</b> including <b>Claims Expenses</b> unless varied in the Treatment and Deductible Endorsement or specified within the Conditions Section	GBP 250
<b>Item 6.</b>	<b>Gross Premium</b> GBP 645.00 plus Insurance Premium Tax at 12.0%, payable by the Named Insured on 07/04/2018	
<b>Item 7.</b>	<b>Extended Reporting Period</b>	N/A
<b>Item 8.</b>	<b>Retroactive Date</b> 06/02/2018	
<b>Item 9.</b>	<b>Notifications under this Policy</b> Peter Travelyan at peter.trevelyan@insyncinsurance.co.uk 8 Albany Park Cabot Lane Poole BH17 7AZ  Or Internationalhealthcare@beazley.com	
<b>Item 10.</b>	<b>Insured's Business</b> Aesthetic Medicine as per proposal form	
<b>Item 11.</b>	<b>Currency</b> GBP	
<b>Item 12.</b>	<b>Medical Practitioners</b> N/A	
<b>Item 13.</b>	<b>Subsidiaries and Joint Ventures</b> N/A	
<b>Item 14.</b>	<b>Additional Medical Practitioners</b> N/A	

**Item 15. Additional Other Staff**

N/A

**Item 16. Jurisdictional Limits (countries where the claim is first made against the Insured)**

Great Britain, Northern Ireland, the Isle of Man, Channel Islands, Guernsey or Gibraltar

**Item 17. Endorsements Effective at Inception**

Laser Endorsement - as attached

Patch Test Condition - as attached

Botox Endorsement - as attached

Dermal Filler Endorsement - as attached

Named Insured Facility Endorsement - as attached

**BEAZLEY MEDICAL MALPRACTICE INSURANCE - AESTHETIC WORDING**

**This Insurance contains some particularly important conditions which the Insured must satisfy or the Insured could lose some or all of the cover provided. Because these are particularly important, the Underwriters want to draw the Insured's attention to them and they will highlight them in bold and capital letters within the Policy.**

**Separately, there is also a warranty that the Insured must pay the premium when it is due, including when any instalment is due. If the Insured fails to do so, then the Insured's cover will be suspended.**

**NOTICE:** This Policy provides coverage on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, this insurance applies only to those **Claims** which are first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Extended Reporting Period** (if applicable). **Damages** and **Claims Expenses** shall be applied against the deductible. **Claims Expenses** under this **Policy** shall reduce and may exhaust the Limits of Liability. Please review the coverage afforded under this Insurance **Policy** carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium, the Underwriters agree with the **Named Insured** to provide the insurance coverage where specified as purchased in Item 3 of the Schedule, as follows:

**I. INSURING AGREEMENTS AND EXTENSIONS**

Subject to the Limit of Liability, exclusions, conditions, limitations and other terms of this **Insurance**, the Underwriters agree:

**1. INSURING AGREEMENTS****A. Medical Malpractice**

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of a **Malpractice Incident** which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

**B. Professional Indemnity**

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of financial loss to third parties caused by any negligent act, error or omission committed by the **Insured** in or about the conduct of the **Insured's Business** and which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**

**C. Public/General Liability**

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of **Bodily Injury** and/or **Property Damage** caused by an **Accident** in connection with the **Insured's Business** which occurred on or after the **Retroactive Date** stated in Item 8. of the Schedule and before the end of the **Policy Period**.

D. Product Liability

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of **Bodily Injury** and/or **Property Damage** caused by an **Accident** in the course of the **Insured's Business** and in relation to the **Insured's Products** which occurred on or after the **Retroactive Date** stated in Item 8. of the Schedule and before the end of the **Policy Period**.

E. Loss of Documents

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of the destruction, irrevocable damage or loss of any **Documents**, the property of or entrusted to the **Insured**, occurring during the **Policy Period** and in or about the conduct of the **Insured's Business**.

The Underwriters will indemnify the **Insured** all costs and expenses incurred by the **Insured** with the written consent of Underwriters in replacing or restoring such **Documents**, provided such costs and expenses are supported by bills and accounts.

F. Breach of Professional Confidentiality

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of a breach of professional confidentiality in or about the conduct of the **Insured's Business** which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

G. Libel and Slander

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of libel and/or slander committed on or after the **Retroactive Date** and before the end of the **Policy Period** without malice by reason of words written or uttered by the **Insured** in or about the conduct of the **Insured's Business**.

In the event of a **Claim** the **Insured** shall, upon the reasonable request of the Underwriters, issue an apology and expression of regret, the form and content of which are to be approved by the Underwriters. If on receipt of such a request from the Underwriters the **Insured** refuses to issue such an apology and expression of regret, the Underwriters shall not be liable to defend or pay on behalf of the **Insured Damages, Claims Expenses** or any other costs incurred after the date of such refusal.

H. Inquest Costs

To indemnify the **Insured** the costs of legal representation at any **Inquest** occurring and notified in writing to the Underwriters during the **Policy Period**, involving the **Insured** and in respect of unexpected deaths occurring and notified in writing to the Underwriters during the **Policy Period** and which may give rise to a **Claim** under Insuring Agreement I.1.A., (Medical Malpractice) of this Policy.



## I. Licensing Body Investigation Costs

To indemnify the **Insured** the costs of legal representation at any investigation by the official licensing body that concerns the **Insured's** fitness to practice, first made against the **Insured** and notified in writing to the Underwriters during the **Policy Period** which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

## 2. EXTENSIONS

Subject to the Limit of Liability, exclusions, conditions, limitations and other terms of this **Insurance**, the Underwriters agree:

### A. **Information Security & Privacy Liability**

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Claim**, including a **Claim** for violation of a **Privacy Law**, first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable)for:

#### 1. Data Breach

theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** or **Third Party Corporate Information** that is in the care, custody or control of the **Named Insured**, or a third party for whose theft, loss or **Unauthorised Disclosure** of **Personally Identifiable Non-Public Information** or **Third Party Corporate Information** the **Named Insured** is legally liable, provided such theft, loss or **Unauthorised Disclosure** first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;

#### 2. Computer Security Failure

one or more of the following acts or incidents that directly result from a failure of **Computer Security** to prevent a **Security Breach**, provided that such act or, incident first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;

- i. the alteration, corruption, destruction, deletion, or damage to a **Data Asset** stored on **Computer Systems**;
- ii. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to **Third Party Computer Systems**; or
- iii. the participation by the **Computer System** of the **Named Insured** in a **Denial of Service Attack** directed against a **Third Party Computer System**;

#### 3. Failure to Disclose

The **Named Insured's** failure to disclose in a timely way an incident described in 2.A.1 (Data Breach) and 2.A.2 (Computer Security Failure) above in violation of any **Breach Notice Law**; provided such incident giving rise to **Your Organisation's** obligation under a **Breach Notice Law** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**; or



#### 4. Privacy Policy Failure

The **Named Insured's** failure to comply with that part of a **Privacy Policy** that specifically:

- i. prohibits or restricts the disclosure by the **Named Insured**, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
- ii. requires the **Named Insured** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person; or
- iii. mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**; provided the acts, errors or omissions that constitute such failure to comply with a **Privacy Policy** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and the **Named Insured** must, at the time of such acts, errors or omissions, have in force a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

#### B. Regulatory Defence and Penalties

To pay on behalf of the **Insured Claims Expenses** and **Penalties** which the **Insured** is legally obligated to pay because of any **Claim** in the form of a **Regulatory Proceeding**, first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable), resulting from a violation of a **Privacy Law** and caused by an incident described in Extension I.2.A.1 (Data Breach), I.2.A.2 (Computer Security Failure), and I.2.A.3 (Failure to Disclose) above that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### C. Website Media Content Liability

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** is legally obligated to pay resulting from any **Claim** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable), for one or more of the following acts first committed on or after the **Retroactive Date** and before the end of the **Policy Period** in relation to the website media content of the **Named Insured** while supporting the **Insured's Business**.

- i. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct or other tort related to disparagement of harm to the reputation or character of any person or organisation, including mental anguish or emotional distress resulting therefrom;
- ii. a violation of the rights of privacy of an individual, including false light, intrusion upon an individual's seclusion and public disclosure of private facts;
- iii. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
- iv. plagiarism, piracy, misappropriation of ideas under implied contract;
- v. infringement of copyright;
- vi. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark, or service name; or

- vii. improper deep-linking or framing within electronic content.

#### D. **PCI Fines and Costs**

To indemnify the **Insured** for **PCI Fines and Costs** which the **Insured** shall become legally obligated to pay because of a **Claim** first made against the **Insured** during the **Policy Period** and reported in writing to **Us** during the **Policy Period** or any **Extended Reporting Period** (if applicable), subject always to the **PCI Fines and Costs** limit specified in the Schedule. The Underwriters shall have no duty to defend any **Claim** or pay **Claims Expenses** with respect to any **Claim** referred to under this Extension.

#### E. **Forensic Defence Costs**

To pay reasonable forensic costs and expenses of a computer security expert incurred defending a **Claim** covered under Extension I.2.A (Information Security and Privacy Liability) arising from a **Security Breach**, subject always to the forensic defence costs sub limit set out in the Schedule.

#### F. **Employee Privacy Breach Cover**

Exclusions D, I and J are amended to provide cover for any **Claims** brought by current or former **Employees** of the **Insured** for **Claims** that would otherwise be covered under Extensions I.2.A.1. (Data Breach), I.2.A.2. (Computer Security Failure), and I.2.A.3. (Failure to Disclose) above.

#### G. **Crisis Management Costs and Public Relations**

To pay **Public Relations and Crisis Management Expenses** incurred by the **Named Insured** resulting from a **Public Relations Event**. **Public Relations Event** means:

- i. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio, television or electronic media of a covered **Claim** under this Policy ; or
- ii. an incident described in Extensions I.2.A.1 (Data Breach) and I.2.A.2. (Computer Security Failure) which reasonably may result in a covered **Claim** under this Policy and which the **Named Insured** has notified the Underwriters as a **Circumstance** as stated in this Policy.

**Public Relations and Crisis Management Expenses** shall mean the following costs agreed in advance by the Underwriters in the Underwriters' reasonable discretion, and which are directly related to mitigating harm to the **Named Insured's** reputation or potential loss covered by the Policy resulting from the covered **Claim** or incident:

- i. costs incurred by a public relations or crisis management consultant;
- ii. costs for media purchasing or for printing or mailing materials intended to inform the general public about the event;
- iii. costs to provide notifications to customers where such notifications are not required by law ("voluntary notifications"), including notices to non-affected customers of the **Named Insured**;

- iv. costs to provide government mandated public notices related to breach events;
- v. costs to provide services to restore healthcare records of **Notified Individuals** whose **Personally Identifiable Non-Public Information** was compromised as a result of theft, loss or **Unauthorised Disclosure**; and
- vi. other costs approved in advance by the Underwriters

**Public Relations and Crisis Management Expenses** must be incurred no later than twelve (12) months following the reporting of such **Claim** or breach event to **Us** and, with respect to Extensions I.2.A.1. (Data Breach), I.2.A.2. (Computer Security Failure) above, within ninety (90) days following the first publication of such **Claim** or breach event.

The coverage available under this Extension is subject to a sublimit of Liability of GBP25,000 in the aggregate.

#### H. Automatic Run-off Cover

Notwithstanding Clause XXI of this Policy, the **Policy Period** shall be automatically extended:

- i. for 5 years in the event of any of the following happening from the date of its occurrence:
  - a. The death of the **Named Insured**;
  - b. The permanent retirement of the **Named Insured**; or
  - c. The permanent incapacity of the **Named Insured**.
- ii. for 12 months in the event of the **Named Insured** being placed into involuntary administration, insolvency, bankruptcy or liquidation from the date the **Named Insured** is placed into administration or declared insolvent, bankrupt or liquidated.

Cover shall only apply to any **Claim** which arises out of the conduct of the **Insured's Business** prior to events (i) – (ii) described above.

## II. DEFINITIONS

Words in bold face type shall have the meanings defined below or as the context may require.

- A. **Accident** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities;
- B. **Bodily Injury** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, shock, sickness, disease or disability;
- C. **Breach Notice Law** means any statute or regulation within the territories stated in the Schedule that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or reasonably may have been accessed by an unauthorised person.
- D. **Business** means the ordinary course of practice of the professional or occupational activities of the business as stated in Item 10. of the Schedule.

- E. **Circumstance** means any complaint, criticism, problem, act, error, omission or event happening on or after the **Retroactive Date** but prior to the end of the **Policy Period**, which appears likely to the **Insured** to result in a **Claim**.
- F. **Claim** means a written notice received by any **Insured** during the **Policy Period** or **Extended Reporting Period** of an intention to hold the **Insured** responsible for compensation in **Damages** including the service of legal proceedings, or the institution of arbitration or mediation or similar proceedings, or a written request to toll or waive a statute of limitation against any of the **Insureds**.
- Multiple **Claims** arising from the same or a series of related or repeated **Malpractice Incidents**, acts, errors, or omissions, **Accidents**, **Security Breaches**, failures of **Computer Security**, libel, slander, loss of **Documents**, breaches of professional confidentiality, other incidents or events or from any continuing **Malpractice Incidents**, acts, errors, omissions, **Accidents**, **Security Breaches**, failures of **Computer Security** libel, slander, loss of **Documents**, breaches of professional confidentiality, other incidents or events shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.
- G. **Claims Expenses** means reasonable legal and necessary experts' fees, costs and expenses incurred in the defence of a **Claim** that have been specifically consented to by the Underwriters. **Claims Expenses** do not include:
1. computer security expert or forensic investigator expenses;
  2. remuneration, salaries, wages, overhead, fees or benefits of any **Insured**; or
  3. costs of complying with any regulatory orders, settlements, judgments, or any non-monetary, injunctive, declaratory or administrative relief.
- H. **Computer Security** means software, computer or network hardware devices, as well as the written information security policies and procedures of the **Named Insured**, the function or purpose of which is to prevent **Unauthorized Access or Use**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorised users.
- I. **Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
1. operated by and either owned by or leased to the **Named Insured**; or
  2. systems operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Named Insured** or for processing, maintaining, hosting or storing electronic data of the **Named Insured**, pursuant to written contract with the **Named Insured** for such services.
- J. **Damages** means a monetary judgment, award or settlement, otherwise covered by this **Policy** and subject to the Limit of Liability, which an **Insured** is legally obliged to pay as a result of a **Claim**, including interest (unless punitive in nature) and a claimant's legal costs (if taxed, or agreed by the Underwriters).

**Damages do not include:**

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**;
  2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
  3. fines, sanctions, restitution, taxes, or penalties, whether pursuant to any civil or criminal law or statute;
  4. costs incurred by the **Insured** to correct, re-perform or complete any services in or about the **Insured's Business**;
  5. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
  6. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
  7. damages deemed uninsurable by law;
  8. the costs of complying with orders or agreements for equitable relief, injunctive relief, declarative relief or any other relief or recovery other than a monetary judgment, award or settlement; or
  9. punitive, exemplary (except in Scotland) or multiplied portions of compensation, whether imposed by law or comprising a portion or all of any monetary judgment, award or settlement.
- K. **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information maintained by the **Named Insured** in their ordinary course of business.
- L. **Denial of Service Attack** means an attack intended by the perpetrator to overwhelm the capacity of a **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorised access to such **Computer System**.
- M. **Documents** means deeds, wills, maps, plans, non-medical records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method, and does not include bearer bonds, coupons, tickets, bank notes, currency notes, negotiable instruments, medical records or any digital or computer records
- Employee** means any person employed by the **Named Insured** to perform services under a contract of service with the **Named Insured**, whose status as such can be verified by documentation existing at the time of the relevant **Malpractice Incident**, negligent act, error or omission, **Accident, Security Breach**, failure of **Computer Security**, libel, slander, loss of **Documents**, breach of confidentiality, other incident or event and includes:

1. any person hired by or seconded to the **Named Insured** including agency staff, staff locums, any person with a zero hour contract, and/or any **Volunteer** or intern or those obtaining work experience (or similar); and
2. any person whilst on a course of study with the **Named Insured**;

but only whilst such persons are acting within the scope of their duties for the **Insured**. **Employee** does not include any **Medical Practitioner**, whether or not employed by the **Named Insured**, unless specified in Item 12. of the Schedule or otherwise agreed and endorsed on this **Policy** and additional premium paid. **Employee** does not include any independent or self-employed contractor or individual;

- N. **Extended Reporting Period** means the period of time (specified in Item 7.b of the Schedule) after the end of the **Policy Period** for reporting **Claims** made against the **Insured** during the **Policy Period** or the **Extended Reporting Period**, arising out of **Malpractice Incidents**, negligent acts, errors or omissions, **Accidents**, libel, slander, breaches of confidentiality, incidents or events which take place on or after the **Retroactive Date** and prior to the end of the **Policy Period** or loss of **Documents** occurring during the **Policy Period**.
- O. **Good Samaritan Act** means those services performed in rendering, or failing to render, without remuneration, emergency medical treatment at the scene of a medical emergency, accident or disaster by any **Insured** who is present either by chance or in response to any general emergency call, but excluding such treatment performed on the **Named Insured's Facilities**.
- P. **Inquest** means any coroner's inquest or inquiry commenced in the exercise of the coroner's powers over the **Insured** in relation to a **Malpractice Incident**.
- Q. **Insured** means:
1. the **Named Insured**;
  2. any individual (including a principal, partner, director, a member of any Ethics Committee, Medical Director, **Employee** or **Volunteer**) but only whilst acting within the scope of and during the course of his duties for the **Insured**, other than a **Medical Practitioner**;
  3. any **Medical Practitioner** who is an **Employee**, but only whilst acting within the scope of and during the course of his duties for the **Named Insured** and only where specified in Item 12. of the Schedule; and
  4. any **Subsidiary**, or joint venture (to the extent of the **Named Insured's** percentage participation), if specified in Item 13. of the Schedule.
- R. **Malicious Code** means any virus, Trojan horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
- S. **Malpractice Incident** means any **Bodily Injury** or death of a **Patient** caused by any negligent act, error or omission committed by the **Insured** in breach of their professional duty in or about the conduct of the **Insured's Business** and which occurred on or after the **Retroactive Date** but prior to the end of the **Policy Period** at the **Named Insured's Facilities** or as part of any **Good Samaritan Act** which occurred on or after the **Retroactive Date** but prior to the end of the **Policy Period**.



- T. **Medical Practitioner** means a physician, doctor, surgeon or dentist currently qualified and registered with the General Medical Council and/or Irish Medical Council and stated in Item 12. of the Schedule.
- U. **Medical Research Services** means an organised study or test that uses human research subjects to establish the effectiveness, bioequivalence, or safety of a medical **Pharmaceutical Drug** or similar product, or to verify the safety and performance of a medical device, under proper conditions of use and including any pre-test assessment;
- V. **Merchant Services Agreement** means any agreement between the **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling the **Insured** to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.
- W. **Named Insured** means the entity or person identified in Item 1. of the Schedule;
- X. **Named Insured's Facilities** means all locations at which the **Insured's Business** is rendered, or fail to be rendered, by an **Insured**, acting within the scope of that person's duties to the **Named Insured** but shall not include the premises of any hospital, clinic, physician office, residential nursing facility or health care provider which is not owned or leased by the **Named Insured**.
- Y. **Patient** means any person or human body receiving services by the **Insured** in or about the conduct of the **Insured's Business**.
- Z. **PCI Fines and Costs** means the direct monetary fines and penalties owed by the **Insured** under the terms of a **Merchant Services Agreement**, but only where such fines or penalties result both from actual or alleged noncompliance with published PCI Data Security Standards by the **Insured** and from a data breach caused by an incident (or reasonably suspected incident) described in Extension I.2.A.1. (Data Breach), I.2.A.2. (Computer Security Failure) or I.2.A.3 (Failure to disclose); provided, **PCI Fines and Costs** shall not include, any charge backs, interchange fees, discount fees, or other service related fees, rates or charges.
- AA. **Penalties** means:
1. any civil fine or money penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by any national, federal, provincial, state, local or other governmental entity of any country (including an institution, agency or other body of the European Union), in such entity's regulatory or official capacity; and
  2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "consumer redress fund"); but shall not include payments to charitable organisations or disposition of such funds other than for payment of consumer claims for losses caused by a privacy or security event covered by Extension I.2.A.1. (Data Breach), I.2.A.2. (Computer Security Failure) or I.2.A.3 (Failure to disclose);
- but shall not mean (a) costs to remediate or improve **Computer Systems**, (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programmes or policies, (c) audit, assessment, compliance or reporting costs, or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Non-Public Information** from theft, loss or disclosure, even if it is in response to a **Regulatory Proceeding** or investigation.



**BB. Personally Identifiable Non-Public Information** means:

1. medical or health care information concerning the individual;
2. information concerning the individual that is defined as private personal information under statutes enacted to protect such information in any country, for **Claims** subject to the law of such jurisdiction;
3. information concerning the individual that is defined as private personal information under a **Breach Notice Law**; or
4. the individual's:
  - i. governmental identification number including a drivers licence or state or provincial identification number or a social security number;
  - ii. unpublished telephone number; or
  - iii. credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or pins;

if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information but does not include publicly available information that is lawfully made available to the general public from government records.

**CC. Pharmaceutical Drug** means a synthetic or natural chemical recognised by any official regulatory body in the appropriate jurisdiction:

1. intended for use in the diagnosis, cure, mitigation, treatment or prevention of injury, sickness or disease in humans and which affects the structure or functioning of the human body; or
2. which is a component of any **Product**;

**DD. Policy and Insurance** means this contract of insurance agreed by the **Named Insured** and the Underwriters on the terms contained in and evidenced by this policy of insurance and the Schedule, including any variations, endorsements, the **Proposal** and any other representation by the **Insured** or on behalf of the **Insured**.

**EE. Policy Period** means the period of time between the Inception Date and the Expiry Date both specified in Item 2. of the Schedule unless terminated earlier, and specifically excludes any **Extended Reporting Period**.

**FF. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, other air emission, acids, toxic chemicals, alkalis, mould, spores, fungi, germs, odour, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field chemicals or waste (which includes medical waste and material to be recycled, reconditioned or reclaimed).

**GG. Privacy Law** means a statute or regulation of any national, federal, provincial, state, local or other governmental entity of any country (including an institution, agency or other body of the European Union) requiring the **Named Insured** to protect the confidentiality and/or security of **Personally Identifiable Non-Public Information**.

**HH. Privacy Policy** means a public declaration by the **Named Insured** of their policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information**.

II. **Product** means any products or goods manufactured, sold, supplied, distributed, processed, installed, serviced, repaired, altered, treated or renovated by the **Insured** or anyone on behalf of the **Insured** in connection with the **Insured's Business** provided that such products are not owned by or in the possession or control of the **Insured** at the time of any actual or alleged **Malpractice Incident, Accident**, negligent act, error or omission, libel, slander, loss of **Documents**, breach of professional confidentiality, other incident or event and includes their packaging, containers (other than a vehicle), labelling and instructions.

JJ. **Property Damage** means physical damage to or destruction of tangible property, including consequential loss of use thereof; or loss of use of tangible property which has not been physically damaged or destroyed.

KK. **Proposal** means:

1. all information provided by or on behalf of the **Insured** to the Underwriters as part of its request for this **Insurance** (or any renewal or variation), together with all particulars and details of the methodology on the basis of which any estimates within such information were calculated or derived; and
2. all material information regarding the **Insured** that is publicly available and is actually provided by the **Insured** to the Underwriters, including information and materials contained on any Internet websites maintained by or on behalf of any **Insured**, prior and in relation to formation or renewal or variation of this **Insurance**.

LL. **Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of any national, federal, provincial, state, local or other governmental entity of any country (including an institution, agency or other body of the European Union), in such entity's regulatory or official capacity in connection with such proceeding.

MM. **Retroactive Date** means the date specified in Item 8. of the Schedule.

NN. **Security Breach** means:

- a. **Unauthorised Access or Use of Computer Systems**, including **Unauthorised Access or Use** resulting from the theft of a password from a **Computer System** or from **You**;
- b. a **Denial of Service Attack** against **Computer Systems** or **Third Party Computer Systems**; or
- c. infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**,

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a continuing failure of **Computer Security** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.

OO. **Subsidiary** means:

1. any entity, while more than 50% of the outstanding voting securities representing the present right to vote for the election or appointment or designation of such entity's directors, managers or equivalent are owned or controlled by the **Named Insured** directly or indirectly; or

2. any joint venture while the **Named Insured** has managerial control, or while it has the right to elect or designate or otherwise appoint or directly or indirectly control the appointment of more than 50% of such entity's directors, trustees, managers or equivalent;

as designated in Item 13. of the Schedule.

PP. **Third Party Computer Systems** means any computer systems that: (1) are not owned, operated or controlled by the **Insured**; and (2) does not include computer systems of a third party on which the **Insured** performs services. Computer systems include associated input and output devices, data storage devices, networking equipment, and back up facilities.

QQ. **Third Party Corporate Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the **Insured** subject to a mutually executed written confidentiality agreement or which the **Insured** is legally required to maintain in confidence; however, **Third Party Corporate Information** shall not include **Personally Identifiable Non-Public Information**.

RR. **Volunteer** means a person who is not an **Employee**, and who donates his work and acts at the direction of and within the scope of duties determined by the **Named Insured**, and is not paid a fee, salary or other compensation by either the **Named Insured** or anyone else for their work performed by or on behalf of the **Named Insured**.

SS. **Unauthorised Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorised person or persons or the use of **Computer Systems** in an unauthorised manner.

TT. **Unauthorised Disclosure** means the disclosure of or access to information in a manner that is not authorised by the **Insured** and is without knowledge of, consent, or acquiescence of any senior management member of the **Insured**.

### III. DEFENCE AND SETTLEMENT

- A. The Underwriters shall defend the **Insured** for any **Claim** made against the **Insured**, even if any of the allegations of the **Claim** are groundless, false or fraudulent or a **Claim** in the form of a **Regulatory Proceeding** under Extension 2.B (Regulatory Defence and Penalties).
- B. The Underwriters shall choose a solicitor and/or counsel to conduct the defence in conjunction with the **Insured**, but in the event of disagreement the decision of the Underwriters is final.
- C. The Limit of Liability available to pay **Damages** and **Penalties** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages**, **Penalties** and **Claims Expenses** shall be applied against the Deductible specified in Item 5. of the Schedule.
- D. The Underwriters shall have the right to make any investigation they deem reasonably necessary in relation to this **Insurance**.
- E. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant or relevant party or body and elects to contest the **Claim**, the Underwriters' liability for any **Damages**, **Penalties** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defence of the **Claim** without further liability by tendering control of the defence to the **Insured**.

- F. The Underwriters shall not be obliged to pay any **Damages, Penalties, Claims Expenses** or any other costs covered under this **Policy** or to undertake or continue the defence of any **Claim**, after the applicable Limit of Liability has been exhausted by payment of **Damages, Penalties or Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, or by payment to the **Insured**, and that upon such payment the Underwriters shall have the right to withdraw from the further defence of the **Claim** without further liability to any **Insured** by tendering control of such defence to the **Insured**.

#### IV. TERRITORIAL AND JURISDICTIONAL LIMITS

This **Insurance** applies anywhere in the world (Territorial Limits) but only if the **Claim** is first made against the **Insured** in those countries stated in Item 16. of the Schedule (Jurisdictional Limits).

#### V. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS AND EXTENSIONS

This **Insurance** does not apply to **Damages, Penalties or Claims Expenses** incurred with respect to any **Claim** or any costs or **PCI Fines and Costs**:

- A. arising out of or resulting from the operation by the **Insured** of blood banks or human tissue banks except where these are provided solely by the **Insured** as part of its usual **Business**;
- B. arising out of or resulting from **Medical Research Services** or in any connection with medical trials or drug testing;
- C. arising out of or resulting from any **Malpractice Incident, Security Breach**, failure of **Computer Security**, act, error or omission, **Accident**, loss of **Documents**, libel, slander, breach of professional confidentiality, **Inquest**, other incident or event committed or occurring prior to the Inception Date:
  - 1. if any **Insured** on or before the Inception Date knew or could have reasonably foreseen that such **Malpractice Incident, Security Breach**, failure of **Computer Security**, act, error or omission, **Accident**, libel, slander, loss of **Documents**, breach of professional confidentiality, **Inquest**, other incident or event might be expected to be the basis of a **Claim**; or
  - 2. in respect of which any **Insured** has given notice of a **Circumstance** which might lead to a **Claim** to the underwriter of any other policy in force, or to any medical defence organisation, prior to the Inception Date;
- D. made against any **Insured** by any other **Insured**; except that this exclusion shall not apply to
  - a) **Bodily Injury** sustained by any **Insured** as a recipient of services in or about the conduct of the **Insured's Business** rendered, or which fail to be rendered, by any **Insured** or b) to an otherwise covered **Claim** under Extension I.2.F (Employee Privacy Breach Cover).
- E. arising out of or relating to any liability under any contract or agreement, whether written or oral: However, this exclusion does not apply:
  - 1. if such liability would have attached to the **Insured** in the absence of such contract or agreement;
  - 2. only with respect to coverage provided pursuant to Extension I.2.A.1 (Data Breach), to any obligation of the **Named Insured** to maintain the confidentiality or security of **Personally Identifiable Non-Public Information** or of **Third Party Corporate Information**;
  - 3. only with respect to Extension I.2.C (Website Media Content Liability), for misappropriation of ideas under implied contract;
- F. arising out of or resulting from any **Products**, the manufacture of any **Products** (unless covered under Insuring Agreement I.1.D., (Product Liability),

- G. arising out of the construction, alteration, repackaging, repair, recall, servicing, or treating of any **Products** sold, supplied or distributed by the **Insured** and 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; except that this exclusion shall not apply to any **Claim** in respect of the application or preparation of any medicinal or pharmacological **Products** (which have been approved by the relevant regulatory, licencing or registration authority) to a **Patient** in the provision of services in or about the conduct of the **Insured's Business**;
- H. made against any director or officer or **Employee** of the **Insured** (including shadow directors) arising from any 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;
- I. in relation to any obligation for which the **Insured** may be liable under any Employment Law, Workers' Compensation, Unemployment Compensation, Disability Benefits Law, employment protection legislation, employer's liability, or under any similar law, in respect of any **Employee**; except that this exclusion shall not apply to any **Claim** arising out of any **Bodily Injury** of an **Employee** which is caused by a **Malpractice Incident** by an **Insured** where the **Employee** is a **Patient** of the **Insured**;
- J. arising out of or resulting from discrimination including discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation, except where the claimant against the **Insured** is a **Patient** of the **Insured**;
- K. directly caused by or materially contributed to by the influence of intoxicants, alcohol or narcotics. If the Underwriters allege that this exclusion precludes coverage of any **Damages Claim Expenses** or other costs covered under this **Policy**, the burden of proving the contrary shall be upon the **Insured**;
- L. arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**, intentional **Security Breach**, intentional violation of **Privacy Policy** by any **Insured**;
- M. arising out of or resulting from:
  - 1. any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
  - 2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph M.1. above.
- N. directly or indirectly caused by, or contributed to by, 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.;
- O. directly or indirectly arising out of or resulting from:
  - 1. **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;
  - 2. the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the **Insured's** direction or control test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**; or



3. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

However, this exclusion shall not apply to the extent that any **Patient** is being treated for exposure to any **Pollutant**.

- P. directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores, organic pathogens, micro-organisms or mycotoxins of any kind, except where forming part of the usual provision of the **Insured's Business**;
- Q. arising out of or resulting from any **Insured's** digital or electronic data processing services, including:
  1. conversion of data from source material into media for processing on the **Insured's** electronic data processing system;
  2. processing of data by the **Insured** on the **Insured's** electronic data processing system;
  3. design or formulation of an electronic data processing program or system;
- R. against any **Subsidiary** designated in Item 13 of the Schedule or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in their capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, **Circumstance**, situation, transaction, event, **Accident**, **Security Breach**, failure of **Computer Security**, **Malpractice Incident** or negligent acts, errors or omissions, libel, slander, breach of professional confidentiality, other incident or series of facts, **Circumstances**, situations, transactions, events, **Accidents**, **Security Breaches**, failures of **Computer Security**, **Malpractice Incidents** or negligent acts, errors or omissions, libel, slander, breach of professional confidentiality, other incident or event happening before the date such entity became a **Subsidiary** or after the date it ceased to be a **Subsidiary**;
- S. relating to or arising out of asbestos, silica or lead, unless occurring as part of and during the provision of the **Insured's Business**;
- T. arising out of or resulting from **Bodily Injury** and **Property Damage**. However, this exclusion does not apply to **Bodily Injury** arising out of a **Malpractice Incident** or **Bodily Injury** and **Property Damage** covered under Insuring Agreements I.1.C. and I.1.D.;
- U. based on the wilful non-compliance of any **Insured** with any local or international rules, regulations and statutes in relation to food and drug health and safety or administration, or treating a **Patient** with any drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not then approved by any appropriate regulatory organisation;
- V. arising out of or resulting from any wrongful or unlawful detention in breach of the Mental Health Act 1983 or the Human Rights Act 1998;
- W. arising out of or resulting from the **Insured's** actual or alleged ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any automobiles, aircraft, watercraft and other kinds of conveyances including mechanically propelled vehicles, or any loading, or unloading of any motor vehicle, trailer, watercraft, aircraft, or other such conveyance, or at or on or near a helipad;
- X. arising out of or resulting from any **Bodily Injury** to any **Employee** during the course of his employment with the **Insured**, or to his spouse, child, parent, or sibling arising out of such **Bodily Injury**. However, this exclusion shall not apply to any **Claim** arising out of any **Bodily Injury** of an **Employee** which is caused by a **Malpractice Incident** of an **Insured** where the **Employee** is a **Patient** of the **Insured** and suffers **Bodily Injury** as a **Patient**; or
- Y. directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any **Act of Terrorism**.

An **Act of Terrorism** means an act, including the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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 **Policy** also excludes **Damages** or **Claim Expenses** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) or (2) above.

If the Underwriters allege that by reason of this exclusion any **Damages** or **Claim Expenses** are not covered by this **Insurance**, the burden of proving the contrary shall be upon the **Insured**;

- Z. arising out of or in connection with any acts, errors or omissions of an **Insured**, if a **Medical Practitioner**, which are outside the scope of work of, or are not conducted for or on behalf of, the **Named Insured** including all work carried out privately by an **Insured**; or
- AA. arising out of the ownership, possession or use of any land or building;
- BB. arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this **Policy** as an **Insured**.
- CC. arising out of any **Malpractice Incident, Accident, Security Breach**, failure of **Computer Security**, act, error, omission, libel, slander, breach of professional confidentiality, other incident or event, illness, disease of the human body, **Business** or operations committed or occurring wholly or in part before the **Retroactive Date**.
- DD. any costs relating to the defence of any regulatory, disciplinary or professional misconduct proceedings or investigation brought against the **Insured**, whether in respect of an **Inquiry** or otherwise, unless expressly provided for in this **Policy**.
- EE. arising out of any Hepatitis Non A or any condition directly or indirectly caused, or associated with, the human immunodeficiency syndrome (HIV) or the mutants, derivatives thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or syndrome or condition of a similar kind howsoever it may be named.
- FF. arising out of the bankruptcy or insolvency of any **Insured**.
- GG. made within or any judgement, award or settlement made within countries which operate 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 either in whole or in part), unless the **Insured** has requested that there shall no be limitation and has accepted the terms offered by Underwriters granting such cover which offer and acceptance must be signified by specific endorsement (including any reinstatement provision) to this policy.
- HH. arising out of any actual or alleged infringement of any patent or patent rights or misuse or abuse of any patent;
- II. arising out of any actual or alleged use or misappropriation of any ideas, plagiarism, misappropriation of likeness or misappropriation or infringement of any intellectual property right, including trademark, trade secret, trade dress and copyright or infringement of the Data Protection Act 1998.
- JJ. in relation to Insuring Agreement I.1.G., arising out of the contents of any journal or publication, or in any communication or contribution to the press or media.



KK. arising out of:

1. the actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Non-Public Information** or other personal information by, on behalf of, or with the consent or cooperation of the **Named Insured**; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of **Personally Identifiable Non-Public Information**; provided, that this exclusion shall not apply to the actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Non-Public Information** by a third party committed without the knowledge of the **Named Insured**; or
2. the distribution of unsolicited email(s), direct mail, or facsimiles, wire tapping, eavesdropping, audio or video recording, or telemarketing, if such distribution, wire tapping or recording is done by or on behalf of the **Named Insured**;

LL. arising out of any liability under a **Merchant Services Agreement** including any credit card company or bank wholly or partially reversing or preventing a payment transaction, except this exclusion does not apply to the PCI Fines and Costs covered under Extension I.2.D.

MM. any trading losses or trading liabilities incurred by the **Insured** including, without limitation, loss of any client account and/or custom, the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts.

NN. brought by or on behalf of any national, provincial, local or other governmental entity (including an institution, agency or other governmental body of the European Union), in such entity's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered **Claim** under Extension I.2.B (Regulatory Defense and Penalties).

#### VI. **ADDITIONAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENT I.1.B., (PROFESSIONAL INDEMNITY)**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any other costs:

- A. arising from any **Malpractice Incident** covered under Insuring Agreement I.1.A. (Medical Malpractice) or professional services rendered which are not within the conduct of the **Insured's Business**;
- B. made against any person who is during the **Policy Period** a principal, partner, director, a member of any ethics committee, employee or volunteer of the **Named Insured** in respect of **Claims** arising from work undertaken that is not on behalf of the **Insured**;
- C. made by any parent, **Subsidiary** or associated company.

#### VII. **ADDITIONAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENT I.1.C., (PUBLIC/GENERAL LIABILITY) AND I.1.D., (PRODUCT LIABILITY)**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any other costs:

- A. arising out of a **Malpractice Incident** or any actual or alleged breach of the **Insured's** professional duty;
- B. arising out of **Bodily Injury** to an **Employee** of the **Insured**;
- C. arising out of transmission of computer virus;

- D. arising out of **Property Damage** belonging to the **Insured** or which at the time of the damage is in the **Insured's** care, custody or control. However, this exclusion does not apply to:
1. vehicles or personal belongings of **Employees** and visitors, while they are located in the **Named Insured's Facilities**;
  2. premises rented to the **Insured**, for loss or damage not insurable under property insurance policies and for which the **Insured** would not be liable other than by the lease or agreement.
- E. arising out of **Property Damage** to work performed by or on behalf of the **Named Insured** arising out of work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

#### VIII. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 4.A.(1), (2), (3), (4), (5), (6) and (7) of the Schedule as "Each **Claim**" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of each **Claim** under Insuring Agreements I.1.A., I.1.B., I.1.C., I.1.D., I.1.E., I.1.F., and I.1.G. respectively.
- B. The Limit of Liability stated in Item 4.A. (8) of the Schedule as "Each **Inquest**" is the Underwriters' Limit of Liability for all **Inquest's** costs under Insuring Agreement I.1.H.
- C. The Limit of Liability stated in Item 4.A. (9) of the Schedule as "Each investigation" is the Underwriters' Limit of Liability for all **Inquest's** costs under Insuring Agreement I.1.I.
- D. The Limit of Liability stated in Item 4.B.(1) of the Schedule as "Each **Claim**" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of each **Claim** under Extensions I.2.A., I.2.C. and I.2.F.
- E. The Limit of Liability stated in Item 4.C of the Schedule as "Policy Aggregate" is the Underwriters' Limit of Liability for all **Damages**, **Penalties** and **Claims Expenses** arising out of all **Claims** and other costs which are covered by this **Policy**.
- F. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- G. Any **Claims**, **Damages** or **Claims Expenses** arising from any negligent act, error or omission, **Accident**, **Malpractice Incident**, **Security Breach**, failure of **Computer Security**, loss of **Documents** or breach of professional confidentiality notified to the Underwriters or other insurer prior to the Inception Date shall not be included as one **Claim** or payable under this **Policy** as **Damages** or **Claims Expenses** arising out of the same, continuing or related negligent act, error or omission, **Accident**, **Malpractice Incident**, **Security Breach**, failure of **Computer Security**, loss of **Documents** or breach of professional confidentiality of which any **Claim** is made or notice is first given during this **Policy Period**.
- H. Notwithstanding anything to the contrary contained in this **Policy**, if a **Claim** purports to trigger coverage under more than one Insuring Agreement of this **Policy**, the Underwriters' Limit of Liability under each Insuring Agreement shall continue to apply to that part of the **Claim** that properly falls within that Insuring Agreement but the total liability of the Underwriters shall in no event exceed the greater of the Limit of Liability available under the higher of any one of the Insuring Agreements relevant to the **Claim**.
- I. In the event that a **Claim** purports to trigger coverage under more than one policy issued by the Underwriters to the **Named Insured** and its subsidiary companies, any **Claim** or suit will only be covered under the policy with the highest limit of insurance available or, if the limits are the same, under only one of the policies.

**IX. DEDUCTIBLE**

The Underwriters shall only be liable under this **Policy** if the Deductible amount stated in Item 5. of the Schedule is satisfied in full by payments by the **Insured** of **Damages, Penalties** and/or **Claims Expenses** resulting from each **Claim**. The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limits of Liability in Item 4. of the Schedule. The **Insured** shall make direct payments within the Deductible to the appropriate parties designated by the Underwriters. The Deductible shall be and remain uninsured, unless otherwise agreed in writing by the Underwriters. Under no circumstances shall the Underwriters be required to pay the Deductible, but the Underwriters may do so at their sole discretion and may then collect the Deductible from the **Insured**. The existence of any other insurance shall not affect or abrogate the obligation of the **Insured** to pay the Deductible.

**X. MEDICAL PRACTITIONERS**

The **Named Insured** shall ensure and record that throughout the **Policy Period**:

- A. all **Medical Practitioners** during all their professional activities for the **Named Insured** maintain a relevant license approved by the appropriate regulatory, licensing or registration body or equivalent in respect of their area of practice;
- B. all **Medical Practitioners** maintain membership of their respective applicable professional association, if this membership is legally required; and
- C. all **Medical Practitioners** for whose acts, errors or omissions the **Insured** may be liable are otherwise fully insured (in accordance with the usual standards for **Medical Practitioners** and on no worse terms than required by their appropriate regulatory or professional association or body) for their own professional errors, omissions or negligence.
- D. all nurses engaged by the **Insured** or acting on the **Insured's** behalf maintain registration with the Nursing and Midwifery Council (NMC) and/or An Bord Altranais.

**XI. MEDICAL EQUIPMENT**

Any tool or implement used or intended for use in or about the conduct of the **Insured's Business** and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be:

- 1. handled, used and stored in accordance with the manufacturers' instructions, and
- 2. where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to each such use:
  - (i) using only sterilised apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer
  - (ii) in accordance with Department of Health guidelines or equivalent.

Any surface which such device is likely to come into contact with or which has been in contact with bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected in accordance with the manufacturers instructions and Department of Health guidance or equivalent.

**XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**

The following is an **IMPORTANT CONDITION** under this **Policy**. Coverage under this **Policy** will not be available unless the **Insured** complies with this important condition:

- A. The **Insured** shall notify the Underwriters in writing as soon as reasonably practicable through persons identified in Item 9. of the Schedule of any **Claim** made against the **Insured** during the **Policy Period** and promptly forward every demand, notice, summons, request to attend or other process received by the **Insured** or its representative.

- B. If during the **Policy Period** the **Insured** first becomes aware of a **Circumstance**, it must give written notice to the Underwriters as soon as reasonably practicable through persons identified in Item 9. of the Schedule and during the **Policy Period** of:
1. the specific, negligent act, error, or omission, **Accident, Security Breach, Malpractice Incident**, libel, slander, loss of **Documents**, breach of professional confidentiality;
  2. the injury or damage which may result or has resulted from the negligent act, error, or omission, **Accident, Security Breach, Malpractice Incident**, libel, slander, loss of **Documents**, breach of professional confidentiality;
  3. the circumstances by which the **Insured** first became aware of the negligent act, error or omission, **Security Breach, Accident or Malpractice Incident**, libel, slander, loss of **Documents**, breach of professional confidentiality; and
  4. the names and addresses of all potential claimants, witnesses and any parties potentially involved.
- C. Any subsequent **Claim** made against the **Insured** which is the subject of the written notice above shall be deemed to have been made at the time written notice was first given to the Underwriters.
- D. A **Claim** or **Circumstance** shall be considered:
1. known to the **Insured** when the **Named Insured's** Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Counsel, the Risk Management or Legal Department, or the relevant **Medical Practitioner** first becomes aware of it; and
  2. reported to the Underwriters when notice is received by the persons named in Item 9. of the Schedule.

### XIII. FRAUDULENT ACTS

If the **Insured** makes a fraudulent claim under this Policy, the Underwriters:

- A. are not liable for any payment for any **Claim, Damages, Penalties, Claims Expenses** or costs; and
- B. may recover from the **Insured** any sums that the Underwriters have paid to the **Insured** in respect of the claim; and
- C. may by notice to the **Insured** treat the policy as having been terminated with the effect from the date of the fraudulent act.

If the Underwriters exercise their right under Clause XIII.C above:

- A. the Underwriters shall not be liable to the **Insured** in respect of a relevant event occurring after the date of the fraudulent act. A relevant event is anything that gives rise to the Underwriters' liability under this Policy (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**): and
- B. The Underwriters need not return any of the premium paid.

### XIV. RECORDS

The **Insured** shall at all times:

- A. maintain accurate descriptive records of all **Business** and equipment used in procedures which shall be available for inspection and use by the Underwriters or their duly appointed representatives insofar as they relate to any **Claim** hereunder; and
- B. retain the records referred to in A. above for a period of at least ten (10) years from the date of treatment and, in the case of a minor, for a period of at least ten (10) years after that minor attains majority.

#### **XV. ASSISTANCE AND CO-OPERATION OF THE INSURED**

The following is an **IMPORTANT CONDITION** under this **Policy**. Coverage under this **Policy** will not be available unless the **Insured** complies with this condition:

- A. The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Proposal** for and coverage under this **Policy**. The **Insured** shall execute or cause to be executed all papers and render all reasonable assistance as requested by the Underwriters.
- B. Upon the Underwriters' request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Insured** because of negligent acts, errors or omissions, **Accidents, Security Breaches, failures of Computer Systems, Malpractice Incidents**, , loss of **Documents** or breaches of professional confidentiality which may be covered by this **Policy**; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the assistance and attendance of witnesses, the execution of all documentation, and to allow for compliance with any Practice Directions, Civil Procedure Rules, Pre-Action Protocols, or similar.
- C. The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, consent to any judgment or award or dispose of any **Claim** in excess of the Deductible, or agree to any finding, without the consent of the Underwriters; and
- D. No action shall be brought against the Underwriters until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration, or by written agreement of the **Insured**, the claimant and the Underwriters.
- E. The **Insured** shall not disclose to any person any of the terms of this **Policy** without written consent of the Underwriters.

Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters in accordance with this clause do not constitute **Claims Expenses** under the **Policy**.

#### **XVI. COOLING OFF PERIOD AND CANCELLATION**

- A. The **Insured** is entitled to cancel this **Policy** by sending notice to the other party within 14 days of the Inception Date without giving a reason. Providing the **Insured** has not made any claims, the Underwriters will allow a proportionate return of the premium for any unexpired **Policy Period** for which the **Insured** has paid.

- B. This **Policy** may be cancelled by the **Named Insured** or by the Underwriters by sending notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective (except that (i) the **Named Insured** shall not be entitled to cancel this **Policy** if a **Claim** has been made at the date of giving such thirty days' notice, or **Circumstance** then notified to the Underwriters, and (ii) the Underwriters shall not be entitled to cancel any part of the **Extended Reporting Period** except for non-payment of premium).
- C. Any failure of the **Named Insured** to pay the Premium when due may allow the underwriters to cancel this **Policy**, giving seven (7) days' notice to the **Named Insured** stating the effective date and hour of cancellation. In these circumstances, the Underwriters shall be entitled to set off any sum held by them in the discharge of any of the **Insured's** obligations to the Underwriters.
- D. If this **Policy** is cancelled the Expiry Date of this **Policy** shall be amended to be the effective date of such cancellation.
- E. If this **Policy** is cancelled:
1. by the **Named Insured**, the Underwriters shall retain the short rate proportion of the Premium for the period this **Policy** has been in force, calculated in accordance with the Underwriters' Short Rate Cancellation Table then in force, and all of the Premium in respect of any **Extended Reporting Period** (if applicable); or
  2. by the Underwriters, they shall retain the pro rata proportion of the Premium for the period this **Policy** has been in force.
- F. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium with such notice.

## **XVII. PREMIUM PAYMENT WARRANTY**

The following warranty is a term that defines the risk as a whole:

The **Named Insured** must pay all premiums under this policy on the date shown in Item 6. of the Schedule. If the Underwriters do not receive payment of such premium by midnight (local standard time) on the premium due date, this **Policy** will be suspended until the **Insured** complies with this warranty. If the **Insured** does not comply, the **Policy** may be cancelled.

## **XVIII. ARBITRATION AND CHOICE OF LAW**

Any dispute concerning this **Insurance** shall be the subject of arbitration in accordance with the ARIAS Rules prior to recourse to any court of law. The seat of the arbitration shall be in London, and the arbitration tribunal shall apply the laws of England and Wales as the proper law of this **Insurance** and the procedural and supervisory law of the arbitration.

## **MATERIAL ALTERATIONS**

## **XIX.**

The **Named Insured** must tell the Underwriters as soon as reasonably possible of any material change or changes in circumstances during the **Policy Period** that increases the risk covered and/or any material change in the matters declared to the Underwriters. The Underwriters will not provide any indemnity in respect of liability arising from such material change in the matters declared to the Underwriters unless the Underwriters have agreed in writing to accept the altered risk.



**XX. INNOCENT INSURED**

Whenever coverage under this **Insurance** would be excluded, suspended or lost owing to:

- A. the application of V., Exclusion L., relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**; or
- B. non-compliance with any condition relating to the giving of notice to the Underwriters where an **Insured** is in default solely as a result of the failure of another **Insured** so to comply;

such insurance coverage as would otherwise be afforded under this **Policy** shall remain in effect with respect to those **Insureds** who did not personally participate in, or acquiesce in or remain passive after having personal knowledge of, (a) one or more of the acts, errors or omissions described in any such exclusion, or (b) such failure to give notice;

provided that after becoming aware of such act, error or omission or any failure to give notice, any such **Insured** shall inform the Underwriters immediately in writing of such event, and shall not be entitled to the benefit of this clause if it fails to do so.

**XXI. EXTENDED REPORTING PERIOD**

- A. If either party cancels or this **Insurance** is not renewed:

- 1. notwithstanding the requirement in Clause XII.A to notify the Underwriters as soon as reasonably practicable, the **Insured** shall have fourteen (14) days from the Expiry Date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period**. Any such **Claim** not so notified will not be payable by the Underwriters under this **Policy**.
- 2. the **Named Insured** shall have the right, exercisable on written notice within 14 days of such cancellation or non-renewal of the Policy and upon payment of an additional Premium calculated at that percentage shown in Item 7(a) of the Schedule of the total Premium for this **Policy**, to a temporal extension of the coverage granted by this **Policy** for the period specified in Item 7(b) of the Schedule with respect to any **Claim** first made against any **Insured** during the **Policy Period** or **Extended Reporting Period**. Such additional Premium must be received by the Underwriters within thirty (30) days of such cancellation or expiry and if not so received the **Named Insured** shall not have any right to any **Extended Reporting Period**, and if exercised the **Extended Reporting Period** will replace the grace period provided above to the **Insured** to notify **Claims**.

- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in the **Policy** language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of Premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible or other material breach of this **Policy**.
- E. All notices and Premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 9. of the Schedule.



- F. At the commencement of the **Extended Reporting Period**, the entire Premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** prior to its natural expiry, the Underwriters will not be liable to return any Premium paid for the **Extended Reporting Period**.

## XXII. OTHER INSURANCE

This **Insurance** shall apply in excess of any other valid and collectible insurance or self-insurance, or of any kind of indemnity including one provided by any medical defence organisation or any similar scheme and available to any **Insured**, unless such other insurance is written only and identified as specific excess insurance over the Limit of Liability of this **Policy**.

If there is any other such insurance at the time of any event giving rise to a **Claim** under this **Policy** the **Insured** shall promptly provide the Underwriters in writing with full details of such other insurance, including the identity of the insurer and the policy number, and such further information as the Underwriters may reasonably require.

## XXIII. SUBROGATION

The Underwriters shall be subrogated to the extent of their liability under this **Insurance** to all the **Insured's** rights of recovery against any person or organisation, and the **Insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages, Penalties or Claims Expenses** by the Underwriters to prejudice such rights and shall take all reasonable steps to maintain them including positive action where necessary. The obligations of the **Insured** under this Clause XXIII. shall survive this **Policy**.

Any subrogated recovery shall first be paid to the Underwriters to the extent of any **Claims Expenses** paid by them, with the balance then being paid to the **Insured** for any uninsured loss in excess of the Limit of Liability, then to the Underwriters to the extent they have paid **Damages** in excess of the Deductible, and then to the **Insured** in respect of the Deductible.

Notwithstanding the above the Underwriters may at any time request an assignment from the **Insured** of any cause of action that the **Insured** may have against any third party in respect of which it has been, or appears likely to be, indemnified by the Underwriters, which the **Insured** shall promptly effect.

## XXIV. MERGERS AND ACQUISITIONS

- A. If, during the **Policy Period**, the **Named Insured** acquires an entity (including its **Subsidiaries**) or employs or is joined as part of its operations by more than the number of **Medical Practitioners** or Other Staff or purchases assets or acquires liabilities specified in Item 14. and 15. of the Schedule, and
1. the revenues of the acquired entity or such assets or liabilities immediately prior to the date of completion of such acquisition do not exceed 10% of the **Named Insured's** annual revenues or assets respectively as specified in its most recent application for insurance to the Underwriters;
  2. the business operations of the acquired entity are of a similar nature to those of the **Named Insured** as specified in such recent application;
  3. the total number of **Medical Practitioners** employed by the **Named Insured** does not increase by more than 20% or 15 (whichever is less); and
  4. the operations of the acquiring or acquired entity are primarily located in the same country as the **Named Insured**;

then this **Policy** will automatically cover the acquired entity from the date of completion of such acquisition but only for **Malpractice Incidents, Security Breaches, Accidents**, negligent acts, errors or omissions, , loss of **Documents**, incident, events or breach of professional confidentiality that take place subsequent to completion of such acquisition. In the event that immediately prior to the date of completion of any such acquisition the total amount of revenues or assets of all acquiring and acquired entities during the **Policy Period** would exceed 25% of the **Named Insured's** annual revenues or assets respectively as specified in such application, Paragraph A above shall no longer apply and any further acquisitions will be subject to Paragraph B below.

- B. If during the **Policy Period** the **Named Insured** acquires an entity that does not fall within the criteria detailed in Paragraph A above, or where Paragraph A above no longer applies by virtue of the provision contained in its last sentence, this **Policy** shall not apply after the date of completion of such acquisition and the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of such acquisition by or of the **Named Insured**, and to negotiate with the Underwriters in respect of the additional premium payable and the imposition of any amended terms and conditions in respect of any insurance similar to that provided hereunder that it may require.

#### XXV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable except as requested by the Underwriters, who may at any time request an assignment from the **Insured** of any cause of action that the **Insured** may have against any third party in respect of which it has been or appears likely to be indemnified by the Underwriters.

#### XXVI. SEVERAL LIABILITY

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

#### XXVII. CURRENCY

All Premiums and **Claims** under this **Policy** are payable in the currency stated in Item 10. of the Schedule.

#### XXVIII. DUTY TO MITIGATE

In the event of any **Malpractice Incident**, negligent act, error or omission, breach of professional confidentiality, any libel or slander or **Inquest**, or any **Circumstance**, the **Insured** shall promptly, at their expense, take all reasonable steps to prevent any other or further **Bodily Injury** or arising out of the same or similar negligent act, error, omission or conditions giving rise to such **Malpractice Incident**, financial loss arising out of the same negligent act, error or omission, damages arising of the same breach of professional confidentiality, libel and slander or **Circumstance**.

#### XXIX. NAMED INSURED AS AGENT

The **Named Insured** shall be considered the agent of all **Insureds**, and shall act on behalf of all **Insureds** with respect to the giving of or receipt of all notices relating to this **Policy**, the acceptance of any endorsements to this **Policy**, and the **Named Insured** shall be responsible for the payment of all Premiums and Deductibles.

**XXX. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this **Policy** and a person who is not a party to this **Policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**, unless an **Insured**.

**XXXI. GENERAL CONDITION**

Throughout this **Policy**:

- A. The singular includes the plural, and the masculine includes the feminine, and vice versa;
- B. "Including" and "include(s)" mean without limitation;
- C. Any obligation or payment owed by the Underwriters shall in every case be subject to the Limits of Liability specified in Item 4. of the Schedule;
- D. Any reference to legislation shall include any similar or equivalent or related foreign, federal, state, provincial or local law, ordinance or regulation, any amendments, and any rules or regulations or executive orders promulgated thereunder, or by agencies or similar bodies thereof;
- E. Any reference to a regulatory or investigative or other state or local governmental body shall include any similar or related agency or body;
- F. Any requirement for notification to the Underwriters or the **Insured** shall be discharged if sent by email to the address specified in Item 9. of the Schedule (or other designated address), if received and there capable of being easily read;
- G. The descriptions in the headings and subheadings of this **Policy** are solely for convenience, and form no part of the terms and conditions of coverage;
- H. All or part of any provision of this **Policy** which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable, and if unable to agree such replacement provision shall proceed to arbitration in accordance with Clause XVIII.

## XXXII. COMPLAINTS

If the **Insured** has any questions or concerns about this Policy or the handling of a **Claim** the **Insured** should, in the first instance, contact

### Beazley Complaints

Beazley Group  
Plantation Place South  
60 Great Tower Street  
London EC3R 5AD

All correspondence should be addressed to the Beazley Complaints Manager.

Or by telephone - 0207667 0623

Or by email – [beazley.complaints@beazley.com](mailto:beazley.complaints@beazley.com)

In the event that the **Insured** remains dissatisfied and wish to make a complaint, it may be possible in certain circumstances for the **Insured** to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA  
Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If the **Insured** remains dissatisfied after Lloyd's has considered your complaint, the **Insured** may have the right to refer his/her/its complaint to the Financial Ombudsman Service.

## XXXIII. COMPENSATION

The Underwriters are covered by the Financial Services Compensation Scheme.

The **Insured** may be entitled to compensation from the Scheme if the Underwriters are unable to meet its obligations to the **Insured** under this contract. If the **Insured** is entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone: 0800 678 1100 or 020 7741 4100 or on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## Treatment and Deductible Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Item 5 of the Schedule is amended with the addition of the following table which sets out the deductible applicable to claims arising out of or related to the specified treatments as listed below:

<b>Band B – Policy Excess GBP 500 Each and Every Claim</b>	<b>Included</b>
Dermal Fillers (permanent) (Medical Practitioners only)	No
Laser (Non Ablative)	Yes
Micropigmentation/Microblading and SPMU	No
Non –invasive laser Body Contouring procedures	No
Non-cancerous Moles/skin tags/Cysts/wart/ milia removal	No
PlasmaBlast (Fibroblast)	No
Radio Frequency Treatments	Yes
Sclerotherapy	No
Tattoo	No
Tattoo Removal	No
Teeth Whitening (Licensed GDC Practitioners only)	No
Thread lifting - PDO/Silhouette Soft (Licensed Practitioners only)	Yes

<b>Band A – Policy Excess GBP 0 Each and Every Claim</b>	<b>Included</b>
Botulinum Toxin	Yes
Chemical Peels	No
Cryotherapy	No
Derma Planning	Yes
Derma Roller	Yes
Dermal Fillers (Non permanent)	Yes
Electrolysis	No
General Beauty Treatments	No
IV Infusion Therapy (Licensed Practitioners only)	No
Medical Needling	No
Mesotherapy all treatments	Yes
Microdermabrasion	Yes
Phlebotomy	Yes
Platelet Rich Plasma (PRP) for Facial/Neck rejuvenation	Yes

Platelet Rich Plasma (PRP) for scalp hair restoration, breast augmentation and genital rejuvenation (Medical Practitioners only)	No
Plasmablast	Yes

## Laser Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Important Condition applicable to the use of Laser**

This is an **Important Condition** and cover under this Policy for the use of a laser machine in performing treatments will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the **Policy Period** when the **Named Insured** is using laser that the following conditions are complied with:

- a) The **Insured** shall:
  - a. comply with the **Local Rules**;
  - b. conform to European Union Directives in respect to medical electrical equipment used for treatment purposes; and
  - c. maintain local rules documentation within the appropriate section of the **Certificated Laser Protection Adviser's** operational file.

For the purpose of this endorsement the following definitions apply:

1. **Local Rules** means the rules, which reflect safe working practices and relate to the day to day safety management of laser, IPL systems and LEDs, set by the Certificated Laser Protection Adviser to comply with the Health and Safety at Work Act 1974.
2. **Certificated Laser Protection Adviser** means a person who has been given the responsibility, by their employer or the company that they are contracted to, to oversee laser safety and who holds a Laser Protection Adviser certificate issued by RPA 2000 or the Association of Laser Safety Professionals or such other equivalent institution. A Certificated Laser Protection Adviser includes a person appointed as a Laser Safety Officer and/or Laser Protection Supervisor.

All other terms and conditions of this Policy remain unchanged.



## Patch Test Condition

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

The **Named Insured** shall ensure that throughout the **Policy Period** a patch test is undertaken and recorded within the **Patient's** record at least 24 hours prior to any treatment when:

- a) A patch test is standard practice for the treatment being undertaken and/or
- b) A patch test is specified by the manufacturer's instructions;

and, where one or more of the following applies:

- c) The treatment is a new course of treatment for the **Patient**;
- d) The area to be treated on the **Patient** is a new area which has not previously received the treatment;
- e) A new type of laser has been installed or the brand of product used has changed in the middle of a course treatment;
- f) The **Patient's** medical history has changed; or
- g) There has been a change to treatment parameters where the increase ratio levels are not in accordance with the **Named Insured's** practice guidelines and manufacturer's instructions.

If this condition is not complied with this may affect the cover available under the Policy.

All other terms and conditions of this Policy remain unchanged.

## Botulinum Toxin Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Important Condition applicable to administering of Botulium Toxin**

This is an **Important Condition** and cover under this Policy for the administering of Botulinum Toxin injections for aesthetic purposes only will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the Policy Period when the Named Insured is administering Botulinum Toxin injections for aesthetic purposes only that the following conditions are complied with:

- a) Botulinum Toxin is prescribed by a **Prescriber** and the **Prescriber** delegates the administration of the Botulinum Toxin to the **Insured**;
- b) the Botulinum Toxin will be prescribed by the **Prescriber** to the **Patient** face to face (no remote or repeat prescribing);
- c) a face to face assessment and consent of the **Patient** is undertaken by the Prescriber, this assessment and consent is to be recorded in writing and kept as part of the **Patient's** records;
- d) the Insured follows any specific instructions that are issued by the **Prescriber**;
- e) the Insured keeps a record of the **Prescriber's** name, registration licence number, contact details and details of the **Prescriber's** professional medical indemnity insurance cover; and
- f) full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required.

For the purpose of this endorsement the following definition applies:

1. **Prescriber** means a dentist, doctor, independent nurse prescriber or supplementary/pharmacist prescriber that is currently qualified and registered with the General Medical Council, the Irish Medical Council, General Dental Council, the Dental Council or Ireland, the Nursing and Midwifery Council and/or the General Pharmaceutical Council.

### **Botulinum Toxin Exclusion**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

1. the administering or use of Botulinum Toxin for non aesthetic purposes;
2. the administering or use of Botulinum Toxin during or as part of or for the purpose of "botox parties", treatments on celebrities or well-known persons;
3. the administering or use of Botulinum Toxin in unlicensed premises;
4. the on-selling or passing on of Botulinum Toxin to other practitioners.

All other terms and conditions of this Policy remain unchanged.

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## DermaL Filler Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Important Condition applicable to administering of Dermal Filler**

This is an **Important Condition** and cover under this Policy for administering Dermal Filler treatments for aesthetic purposes only will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the Policy Period when the Named Insured is administering Dermal Filler treatments for aesthetic purposes only that the following conditions are complied with:

- a) the Dermal Filler being used in the treatment complies with the relevant health, safety and environmental protection legislation including but not limited to carrying a CE Mark;
- b) the Insured follows any specific instructions that are issued by the manufacturer;
- c) the Insured does not alter the Dermal filler being used in the treatment;
- d) the Insured only administers the Dermal filler in the manufacturer's recommended target body areas and the Insured must have the appropriate certification and training to administer the Dermal Filler treatment to those body areas;
- e) the Insured keeps a record of the treatment including name of Dermal Filler, dosage; treatment site; follow up sessions, any adverse reactions and any results;
- f) full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required.

### **DermaL Filler Exclusion**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

- 1. the administering or use of Dermal Filler for non aesthetic purposes;
- 2. the administering or use of Dermal Filler during or as part of or for the purpose of "botox parties", treatments on celebrities or well-known persons;
- 3. the administering or use of Dermal Filler in unlicensed premises;
- 4. the on-selling or passing on of Dermal Filler to other practitioners.

All other terms and conditions of this Policy remain unchanged.

## Named Insured Facilities Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Named Insured Facilities Definition**

Section II, Definitions Named Insured's Facilities is deleted and replaced with the following:

**Named Insured's Facilities** means all locations at which the **Insured's Business** is rendered, or fail to be rendered, by an **Insured**, acting within the scope of that person's duties to the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.