

## BEAZLEY MEDICAL MALPRACTICE INSURANCE

### SCHEDULE

**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.

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:** B1649PHARM210017

#### Item 1. Named Insured

Cornwall Medical Group

#### Address

Across two sites - St Clare Medical Centre, Penzance and The Surgery, Probus, Truro

#### Item 2. Policy Period

From: 01/02/2022

To: 31/01/2023

Both Days Inclusive Local Standard Time at the Address of the Insured

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

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

**Item 4. Limits of Liability**

**1. Medical Malpractice**

Limit of Liability for Insuring Agreement I.A., (Medical Malpractice)

Each **Claim** including **Claims Expenses** GBP 1,000,000

**2. Professional Indemnity**

Limit of Liability for Insuring Agreement I.B., (Professional Indemnity)

Each **Claim** including **Claims Expenses** GBP 1,000,000

**3. General/Public Liability**

Limit of Liability for Insuring Agreement I.C., (General/Public Liability)

Each **Claim** including **Claims Expenses** GBP 1,000,000

**4. Product Liability**

Limit of Liability for Insuring Agreement I.D., (Product Liability)

Each **Claim** including **Claims Expenses** N/A

**5. Loss of Documents**

Limit of Liability for Insuring Agreement I.E., (Loss of Documents)

Each **Claim** including **Claims Expenses** GBP 1,000,000

**6. Breach of Professional Confidentiality**

Limit of Liability for Insuring Agreement I.F., (Breach of Professional Confidentiality)

Each **Claim** including **Claims Expenses** GBP 1,000,000

**7. Libel and Slander**

Limit of Liability for Insuring Agreement I.G., (Libel and Slander)

Each **Claim** including **Claims Expenses** GBP 1,000,000

**8. Inquest Costs**

Limit of Liability for Insuring Agreement I.H., (Inquest Costs)

Each **Inquest** GBP 25,000

**9. Policy Aggregate Limit of Liability including Claims Expenses**

GBP 1,000,000

**Item 5. Deductible**

Each **Claim** including **Claims Expenses** GBP 250

**Item 6. Gross Premium**

GBP 1250 plus Insurance Premium Tax at 12%, payable by the **Named Insured**

**Item 7. Extended Reporting Period**

a) Premium for **Extended Reporting Period** N/A

b) Length of **Extended Reporting Period** N/A

**Item 8. Retroactive Date**

01/02/2022

**Item 9. Notifications under this Policy**

Tristan Lennox-Gentle at [tristan.lennox-gentle@miab.co.uk](mailto:tristan.lennox-gentle@miab.co.uk)

Medical Indemnity Advisory Bureau (MIAB)

9 Walkern Road

Stevenage

Hertfordshire

SG1 3QD

and [International.Healthcare@beazley.com](mailto:International.Healthcare@beazley.com)

**Item 10. Insured's Business**

Aesthetic procedures using Botox, Dermal Fillers, skin booster (Mesotherapy) undertaken at the two sites above with all clinicians to hold their own indemnity.

**Item 11. Currency**

GBP

**Item 12. Medical Practitioners**

N/A

**Item 13. Subsidiaries and Joint Ventures**

N/A

**Item 14. Additional Medical Practitioners**

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**

1. Cover is for Botox, dermal fillers and Mesotherapy only
2. Healthcare scheduled communicable disease endorsement
3. Botox prescribing endorsement
4. Botox endorsement
5. Dermal fillers endorsement
6. Healthcare Scheduled Communicable Disease Exclusion
7. Cyber Endorsement Exclusion

## 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 on-selling or passing on of Dermal Filler to other practitioners.

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 Botulinum Toxin**

This is an **Important Condition** and cover under this Policy for the administering of Botulinum Toxin injections 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 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 the on-selling or passing on of Botulinum Toxin to other practitioners.

All other terms and conditions of this Policy remain unchanged.

## Prescribing of Botulinum Toxin Endorsement

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

### **Important Condition applicable to the prescribing of Botulinum Toxin**

This is an **Important Condition** and cover under this Policy for the prescribing 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 **Insured** is prescribing Botulinum Toxin injections for aesthetic purposes only that the following conditions are complied with:

1. Botulinum Toxin is prescribed by 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;
- g) The **Insured** delegates the administration or provision of the Botulinum Toxin to the **Provider**;
- h) the Botulinum Toxin will be prescribed by the **Insured** to the **Patient** face to face (no remote or repeat prescribing);
- i) a face to face assessment and consent of the **Patient** is undertaken by the **Insured** and this assessment and consent is to be recorded in writing and kept as part of the **Patient's** records;
- j) the Insured issues specific instructions to the **Provider** on how the Botulinum Toxin is to be provided or administered to the **Patient**;
- k) the Insured keeps a record of the **Provider's** name, registration licence number, contact details and details of the **Provider's** professional medical indemnity insurance cover; and
- l) 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:

2. **Provider** means the person providing or administering the Botulinum Toxin to the **Patient**.

### **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:

3. the prescribing of Botulinum Toxin for non aesthetic purposes;
4. the prescribing of Botulinum Toxin during or as part of or for the purpose of "botox parties", treatments on celebrities or well-known persons.

All other terms and conditions of this Policy remain unchanged.

## Healthcare Scheduled Communicable Disease Exclusion

This endorsement modifies insurance provided under the following:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following exclusion is added to any **Claim** arising out of, based upon, in connection with, resulting from, contributed to by, or attributable to, directly or indirectly, in whole or in part, any actual, alleged or suspected:

- a. transmission of any **Scheduled Communicable Disease** by (i) an **Insured**, (ii) an independent contractor who is providing services to, for, or on behalf of an **Insured**, (iii) a patient, or (iv) a visitor;
- b. transmission of any **Communicable Disease**, which has been declared an **Epidemic** or **Pandemic**, by (i) an **Insured**, (ii) an independent contractor who is providing services to, for, or on behalf of an **Insured**, (iii) a patient, or (iv) a visitor;
- c. rationing or withholding of medical care, due to a lack, shortage, limited availability, or following government directives; or unavailability of, or an inability to procure or otherwise obtain or retain any, medications, personnel, equipment or supplies actually or allegedly occurring in relation to or resulting from any **Scheduled Communicable Disease**, **Epidemic** or **Pandemic**;
- d. vicarious liability, other derivative liability, or joint and several liability of any **Insured** for or with, any other **Insured**, co-defendant, entity, business, manufacturer, medical care provider, person, or governmental entity that has been granted, enjoys, claims or asserts **Immunity**;
- e. use, hiring, retention, or supervision of medical providers actually or allegedly lacking any license, credential, privileges, or registration in violation of the regulations or other laws in force at the time of the alleged act, error or omission, or occurrence in relation to any **Scheduled Communicable Disease**, **Epidemic** or **Pandemic**;
- f. failure to act in good faith, gross negligence, or wilful misconduct resulting in the loss of **Immunity**.

2. For the purposes of this endorsement the following definitions are added:

**Communicable Disease** means an illness or disease caused by the infection, presence and growth of pathogenic biologic agents in an individual human or other animal host, including but not limited to any bacteria, virus, mold, mildew, fungi, parasite or other vector and which biologic agents or its toxins are directly or indirectly transmitted to infected individuals by physical contact with an infectious person, consuming contaminated foods or beverages, contact with contaminated body fluids, contact with contaminated inanimate objects, inhalation, being bitten by an infected animal, insect or tick, or other means. **Communicable Disease** includes **Scheduled Communicable Disease**.

**Epidemic** means a widespread occurrence of a **Communicable Disease** which affects a large number of individuals constituting an increase in the number of cases of such **Communicable Disease** above what is normally expected within a population, community or region over a particular period of time.

**Immunity** means any immunity from suit or liability, limitation on liability, or other legal protection against civil or criminal liability afforded to any person or entity pursuant to any statute, regulation, ordinance, executive order, declaration by any federal or state agency, or other applicable law with respect to any **Claim** arising from the provision of medical services in connection with or in response to any **Scheduled Communicable Disease**, **Epidemic** or **Pandemic**.

**Pandemic** means an **Epidemic**, which the World Health Organization has declared to be, or assessed or characterized as a pandemic in any public statement.



**Scheduled Communicable Disease** means coronavirus disease 2019 (COVID-19) or any other disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV 2) (previously known as 2019-nCoV), or any disease caused by any mutation or variation of SARS-CoV 2.

All other terms and conditions of this Policy remain unchanged.

## CYBER EXCLUSION ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Policy does not apply to any loss, damage, liability, claim, cost or expense directly or indirectly caused by, resulting from, or arising out of a Cyber Act, Cyber Incident or Data Breach, including any action taken in controlling, preventing, suppressing or remediating any Cyber Act, Cyber Incident or Data Breach.
2. For the purposes of this endorsement the following definitions are added:
  - a. Cyber Act means any actual or alleged unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any Computer System or Data.
  - b. Cyber Incident means:
    1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any Computer System;
    2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System; or
    3. any actual or alleged violation of any Privacy Law.
  - c. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
  - d. Data Breach means the actual or alleged theft, loss or unauthorised disclosure of Data that is in the care, custody or control of the Insured or a third party for whose theft, loss or unauthorised disclosure of Data the Insured is liable.
  - e. Data means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
  - f. Privacy Law means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information. **CYBER EXCLUSION ENDORSEMENT**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Policy does not apply to any loss, damage, liability, claim, cost or expense directly or indirectly caused by, resulting from, or arising out of a **Cyber Act, Cyber Incident or Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act, Cyber Incident or Data Breach**.
2. For the purposes of this endorsement the following definitions are added:
  - a. **Cyber Act** means any actual or alleged unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System or Data**.
  - b. **Cyber Incident** means:
    1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
    2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. any actual or alleged violation of any **Privacy Law**.
  - c. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or

operated by the **Insured** or any other party.

- d. **Data Breach** means the actual or alleged theft, loss or unauthorised disclosure of **Data** that is in the care, custody or control of the **Insured** or a third party for whose theft, loss or unauthorised disclosure of **Data** the **Insured** is liable.
- e. **Data** means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- f. **Privacy Law** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.