



Policy Documentation



POLICY SCHEDULE

Policy Number: 0005DAMED221

The Insured: Jay Clayton t/a Luxe Aesthetics Ltd and/or The Luxe Lounge

Address: 34 Glastonbury Avenue
Lowton
Warrington
Cheshire
WA3 1ET
United Kingdom

Insureds Business: Aesthetician

Period of Insurance: From: 29/04/2022
To: 28/04/2023
both days inclusive

Premium: **GBP 2,756.87**

Applicable taxes: **GBP 330.82**

Total Amount Payable: **GBP 3,087.69**

Proposal Form Dated: 23/04/2021

Declaration Dated:

Payment Terms: This Policy could be cancelled if the premium is not paid within the terms and conditions contained within the General Conditions section of the wording

Signed by Omnyy LLP on behalf of Insurers as noted in each applicable Section.



Misan Boyo

25/04/2022

MEDICAL MALPRACTICE LIABILITY

Limit of Indemnity:	GBP 1,000,000
Excess:	GBP 250 GBP 500 in respect of PDO thread lifts and Injectables

PUBLIC LIABILITY

Limit of Indemnity:	_____
Excess:	_____

PRODUCT LIABILITY

Limit of Indemnity:	_____
Excess:	_____

Public/Products Liability Premium:	_____
Applicable Taxes:	_____

Medical Malpractice Liability Premium:	GBP 2,756.87
Applicable Taxes:	GBP 330.82

Basis Of Limit:	in the aggregate, per section Inclusive of Defence costs
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Basis of Excess:	Each and every claim, inclusive of Defence costs
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Written Line:	100%
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Territorial Limits:	Worldwide excluding USA & Canada
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Jurisdictional Limits:	Europe
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Governing Law & Jurisdiction:	England & Wales
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Retroactive Date:	26/03/2015
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The Underwriters:	Omnyy LLP writing on behalf of: Newline Insurance Company Limited
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Binding Authority attaching to:	B1519MED21001
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Wording:

Omnyy Combined Medical Malpractice Public and Products Liability Insurance 11_21

Endorsements:

Run-Off Cover for Laser IPL hair removal skin types 1-4 from 25/3/16

Covid 19 Freeze endorsement

It is noted and agreed that during period 05 November 2020 to 02 December 2020 that the Insured is to perform no activities relating to their business and as covered by this policy. It is further understood that incidents and/or claims that arise as a result of activities during period '1st April 2020 to 30th June 2020 are excluded under this Policy.

Information

Approved Treatments:

Botulinum Toxin Injections
Dermal Fillers
Skin Boosters, including Profilho
Botulinum Toxin
Hyaluronidase/Hyalse
PDO Thread Lifts (excluding cogs) treatments
Vitamin B12 Injections
Aqualyx

IMPORTANT NOTICE

In consideration of the payment of the premium by the **Insured** the **Insurer** shall, subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**, provide the insurance detailed in this **Policy**.

**Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, conditions, limitations, exclusions and any endorsement(s).
The insurance broker or other intermediary who arranged this Policy
should be contacted immediately if any correction is necessary.
This Policy is provided on a "Claims-Made" Basis.**

Who We Are

Omnyy LLP is a limited liability partnership registered in England & Wales at The St Botolph Building, 138 Houndsditch, London, EC3A 7AG. Company number: OC359366. Omnyy LLP and the Lloyd's Managing Agents of the Syndicates and/or the Companies on whose behalf we underwrite are authorised and regulated by the Financial Conduct Authority (FCA). A list of the Designated Members of Omnyy LLP is available for inspection at the registered office.

FAIR PROCESSING NOTICE

The **Insurer** limits the collection, disclosure and use of personal information to only what is needed to properly produce, quote, underwrite, service and administer our insurance and reinsurance products and / or to fulfil legal or regulatory requirements. The types of personal information we collect and how we use such information is set out in our Privacy Statement, which is available online via <https://newlinegroup.com/privacy-statement/> (or in other formats upon request).

The way insurance works means that personal information provided to us may need to be shared with and used by a number of third parties in the insurance sector, including our group companies, agents, brokers, other insurers, reinsurers, loss adjusters, professional advisers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose personal information in connection with the insurance cover we provide and to the extent required or permitted by law or regulation.

Other people's details you provide to us

Where you provide personal information to us (whether directly or indirectly), you must highlight this notice and our Privacy Statement to the individuals to whom the personal information relates and ensure you have their consent to provide such information to us. Unless you tell us otherwise, we will assume you have obtained their consent. If you have not obtained consent, or if any relevant individual withdraws consent, this may impact our ability to provide cover.

Want more details?

For more information about how we use personal information, please see our Privacy Statement.

Contacting us and your rights

Subject to certain exceptions, individuals have the right to access, rectify and erase personal information we hold about them. To exercise any such rights, or raise any questions or concerns about the personal information we hold, please contact our Data Protection Officer at:

Newline Group
4th Floor
55 Mark Lane
London
EC3R 7NE

Tel: +44 (0)20 7090 1700 (request the Data Protection Officer)
Fax: +44 (0)20 7090 1701
E-mail: DPO@newlinegroup.com

You may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office.

COMPLAINTS NOTICE

If you have any questions or concerns about this insurance or the handling of a claim you should, in the first instance, contact Newline Insurance Company Limited's Head of Compliance at the following address:

Newline Insurance Company Limited
Corn Exchange
55 Mark Lane
London
EC3R 7NE

Tel: + 44 (0)20 7090 1700 (request the Head of Compliance)
Fax: +44 (0)20 7090 1701
E-mail: complaintsofficer@newlinegroup.com

If you are not satisfied with the way a complaint has been dealt with, you may be able to request that the Financial Ombudsman Service (the "FOS") review your case. Further details are available in Newline Insurance Company Limited's Complaints Policy, a copy of which is available on request.

HOW TO MAKE A CLAIM

Notice to the **Insurer** shall be deemed to have been properly made if received in writing by:

Newline Insurance Company Limited
Corn Exchange
55 Mark Lane
London
EC3R 7NE

Tel: + 44 (0)20 7090 1700 (request the Claims Team)
Fax: + 44 (0)20 7090 1701

Or by E-mail to: omnyyclaims@newlinegroup.com

SANCTION LIMITATION AND EXCLUSION CLAUSE LMA3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

SEVERAL LIABILITY NOTICE LSW1001

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

08/94 LSW 1001 (Insurance)

Omnyy Combined Medical Malpractice, Public and Products Liability Insurance

1. General Interpretation

In this **Policy**, unless the context otherwise requires:

- 1.1. the singular form shall include the plural;
- 1.2. the male gender shall include the female, and vice-versa, and the neuter form shall include both genders;
- 1.3. the words “arising from” (and similar expressions) shall imply a factual connection and not necessarily a causal connection;
- 1.4. any reference to money is to that amount in pounds sterling;
- 1.5. headings are descriptive and are not intended to be an aid to interpretation; and
- 1.6. words and phrases defined in the Definitions section are printed in bold and shall bear the same meaning wherever used.

2. Cover

Section 2.1 - Medical Malpractice Liability

2.1.

- 2.1.1. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury** arising from **Malpractice** within the **Territorial Limits** in the conduct of the **Insured's** business and provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.
- 2.1.2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under Clause 1.1 of this **Policy**.

Specific Extensions to section 2.1

Libel and Slander

- 2.1.3. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for libel or slander committed unintentionally in the conduct of the **Insured's** business which is first made against the **Insured** during the **Period of Insurance**.
- 2.1.4. It is a condition to the right of the **Insured** to be indemnified under this extension that in the event of a **Claim** the **Insured** shall, upon the request of the **Insurer**, issue an apology and expression of regret, the form and content of which are to be approved by the **Insurer**. If, upon receipt of such a request from the **Insurer**, the **Insured** refuses to issue an apology and expression of regret, the **Insurer** shall not be liable to indemnify the **Insured** in respect of such **Claim**.

Breach of Professional Confidentiality

- 2.1.5. Notwithstanding exclusions 5.25 [Data Protection] and 5.26 [Information Technology] and definition 3.12 [**Defence Costs**] the **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for the accidental release of data by the **Insured** leading to a breach of confidence in the conduct of the **Insured's** business which is first made against the **Insured** during the **Period of Insurance**.

Coverage under this clause (2.1.5) does not indemnify the **Insured** against any **Claim** or **Defence Costs**, resulting from, arising out of, in connection with or in any way involving:

- 2.1.5.1. any loss of any documents the property of or entrusted to the **Insured** or the costs and expenses incurred by the **Insured** in replacing or restoring such documents;
- 2.1.5.2. any Cyber Act;
- 2.1.5.3. any Cyber Incident;
- 2.1.5.4. any action taken in controlling, preventing, suppressing or remediating any of 2.1.5.1 – 2.1.5.3 (inclusive) above;

Loss of Documents

- 2.1.6. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for the destruction, damage, loss or theft of **Documents** belonging to, or in the custody of, the **Insured** in the conduct of the **Insured's** business, provided:

- 2.1.6.1. the **Documents** cannot be found after a diligent search;
- 2.1.6.2. the discovery of the destruction, damage, loss or theft of **Documents** by the **Insured** occurred during the **Period of Insurance**; and
- 2.1.6.3. the discovery of the destruction, damage, loss or theft of **Documents** is notified to the **Insurer** during the **Period of Insurance**.

Breach of Professional Confidentiality and Loss of Documents – Sub - Limit

- 2.1.7. Indemnity under these Sections 2.1.5 [Breach of Professional Confidentiality] and 2.1.6 [Loss of Documents] shall be subject to a sub-limit of GBP 100,000 any one Claim and In the Aggregate (including costs) for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under this Section.

Legal Costs for Disciplinary Proceedings

- 2.1.8. The **Insurer** agrees to indemnify the **Insured** against reasonable and necessary legal costs, fees and expenses incurred with the **Insurer's** prior written consent in any disciplinary proceedings brought against the **Insured** by its professional body in the conduct of the **Insured's** business.
- 2.1.9. Indemnity under this extension to Section 2.1.8 (Legal Costs for Disciplinary Proceedings) shall be subject to a sub-limit of GBP 50,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under this Section 1.

Loss of Reputation

- 2.1.10. The **Insurer** agrees to indemnify the **Insured** against reasonable and necessary costs, fees and expenses incurred with The **Insurer** prior written consent in mitigating negative publicity or media attention arising directly from circumstances related to a **Claim** likely to give rise to a payment indemnified insured under Section 2.1.1 of this **Policy**.
- 2.1.11. Indemnity under this extension to Section 2.1.10 [Loss of Reputation] shall be subject to a sub-limit of GBP 25,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under this Section 2.1.

Run-Off Cover

- 2.1.12. If, during the **Period of Insurance**, the **Insured's** business permanently ceases as result of retirement, permanent disability or death the **Policy** shall, upon notification of such cessation, be automatically extended with a period of three (3) years of run-off cover from the date of cessation without any further payment of premium to the **Insurer**. During the period of run-off cover, the **Insured** (or their estate) shall be entitled to notify the **Insurer** of any **Claim** or other loss indemnified by this **Policy**, provided that the acts, errors or omissions giving rise to the **Claim** occurred prior to the cessation of the **Insured's** business. Any such **Claims** or losses shall be deemed to have been made and reported during the **Period of Insurance**.
- 2.1.13. The run-off cover provided in this extension shall not:
 - 2.1.13.1. change the scope of cover provided by this **Policy**; or
 - 2.1.13.2. increase or reinstate any **Limit of Liability**.

Maternity cover

- 2.1.14. If, during the **Period of Insurance**, the **Insured's** business temporarily ceases as result of, maternity, the **Policy** shall, upon notification of such cessation, be automatically extended with a period of three (3) years of run-off cover from the date of cessation without any further payment of premium to

Newline. During the period of run-off cover, the **Insured** shall be entitled to notify **Newline** of any **Claim** or other loss indemnified by this **Policy**, provided that the acts, errors or omissions giving rise to the **Claim** occurred prior to the cessation of the **Insured's** business. Any such **Claims** or losses shall be deemed to have been made and reported during the **Period of Insurance**.

In the event that the Insured re-commences trading during the abovementioned three year period from temporary cessation, the run off coverage shall terminate immediately and from the first date trading recommences. For the avoidance of doubt, no coverage is afforded to the Insured for claims relating to activities performed during the period of run off and within the period of temporary cessation.

2.1.15. The run-off cover provided in this extension shall not:

- 2.1.15.1. change the scope of cover provided by this **Policy**; or
- 2.1.15.2. increase or reinstate any **Limit of Liability**

Data Breach Response Expenses

2.1.16. Notwithstanding General Exclusion 5.25 (Data Protection) the **Insurer** agrees to indemnify the **Insured** against reasonable and necessary **Data Breach Response Expenses** that the **Insured** incurs as a direct result of a **Data Breach Event** happening during the **Period of Insurance**, provided:

- 2.1.16.1. the **Data Breach Event** is discovered during the **Period of Insurance**.
- 2.1.16.2. the **Data Breach Event** is reported in writing to the **Insurer** as soon as practicable and, in any event, no later than thirty (30) days after it is first discovered or before the end of the **Period of Insurance**, whichever is earlier.
- 2.1.16.3. the **Data Breach Event** involves **Personal Data** that was in the **Insured's** care, custody or control in connection with the **Insured's** business.
- 2.1.16.4. the **Insurer** shall not be liable to indemnify the **Insured** under this extension (Data Breach Response Expenses) for:
 - (a) any gaining of any profit or advantage to which the **Insured** is not legally entitled.
 - (b) any **Data Breach Event**:
 - (i) that commences or occurs prior to the commencement of the **Period of Insurance**, whether known to the **Insured** or not; or
 - (ii) that occurs or continues after the expiry of the **Period of Insurance**.
 - (c) any **Data Breach Event** involving any fire, lightning, explosion, smoke, windstorm, hail, earthquake, flood, water, snowslide, landslide, subsidence or other earth movement, an act of God or any other physical event however caused.
 - (d) any costs, fees and expenses incurred in the investigation, adjustment, defence, negotiation and / or settlement of any claim or proceedings.
 - (e) any damages or compensation payable to any third party.
 - (f) any mechanical or electrical failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit over voltage or power fluctuation or any failure of telephone lines, wireless communication, data transmission lines, cable satellite or other infrastructure supporting the internet.

- (g) any failure to continuously implement and comply with the **Insured's** data and privacy policies that were in force at the commencement of the **Period of Insurance**. This exclusion does not apply if:
 - (i) the **Insured's** data and privacy policies constitute an improvement to the previous data and privacy policies that were in force at the commencement of the **Period of Insurance**; or
 - (ii) any employee of the **Insured** has violated any data or privacy policy or procedure despite reasonable efforts by the **Insured** to ensure that the **Insured's** data and privacy policies and procedures are implemented and continuously in force, and such violation(s) took place without the knowledge of the **Insured** or any executive officer of the **Insured**.
- (h) any **Data Breach Event** resulting from the failure of the **Insured**:
 - (i) to use, maintain and update as a minimum every ninety (90) days, if necessary, anti-virus software, firewall software on all broadband or high speed connections to the internet and software security patches.
 - (ii) to comply with all data security standards issued by credit card issuers or financial institutions with whom the **Insured** transacts business if the **Insured** processes, stores or handles credit card information.
 - (iii) any delay, loss of market, loss of use or any other consequential loss.

Indemnity under this extension to Section 2.1, Data Breach Response Expenses shall be subject to a sub-limit of GBP 10,000 any one **Data Breach Event** and in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under this Section 2.1.

Errors and Omissions Extension: training

- 2.1.17. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Financial Loss** neither expected nor intended by the **Insured** arising from a negligent act, negligent error or negligent omission committed by the **Insured** in the conduct of the **Insured's Business** within the **Territorial Limits** which is first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 2.1.18. Indemnity under this endorsement shall be subject to a sub-limit of GBP 150,000 (inclusive of **Defence Costs**) in the aggregate for the Period of Insurance, which sum shall be part of, and not in addition to, the **Limit of Liability**.
- 2.1.19. This endorsement does not indemnify the **Insured** against any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
 - (a) any **Malpractice**.
 - (b) any liability more specifically insured under any other Section of this **Policy** or any endorsement.
- 2.1.20. For the purposes of this endorsement, "**Financial Loss**" shall mean a pecuniary loss, cost or expense not occasioned by **Bodily Injury** or property damage that is sustained by any party other than the **Insured**.

- 2.1.21. **Insured's** policy **schedule** must state that the provision of training is covered as a selected treatment for this endorsement to be applicable.

Limit Of Liability For Section 2.1

- 2.1.22. The any one **Claim Limit of Liability** under this Section 2.1 is the most the **Insurer** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.
- 2.1.23. The annual aggregate **Limit of Liability** under this Section 2.1 is the most the **Insurer** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

Specific Condition To Section 2.1

Photographs

- 2.1.24. The **Insured** shall use best endeavours to ensure that photographs of patients are taken both before and after treatment. For regular patients receiving repeat routine treatments where the results are not immediate, post treatment photographs may be taken by the patient and submitted to the **Insured**. The **Insured** shall retain these photographs with the patients records.
- 2.1.25. If a patient refuses to have photographs taken, the patient's refusal must be obtained in writing from the patient at the relevant time. The patient must sign and date the written declaration of their refusal to allow photographs to be taken and this should be retained by the **Insured**.
- 2.1.26. The **Insured** shall use best endeavours to obtain photographs of patients in all cases and refusal for pre and post treatment photographs should be an exception rather than the rule.

Botulinum Toxin

- 2.1.27. The **Insured** shall ensure that any Botulinum Toxin Products administered:
- 2.1.27.1. have been granted a licence in the UK from the Medicines and Healthcare products Regulatory Agency (MHRA); and
 - 2.1.27.2. are used in accordance with any specific instructions that are issued by the manufacturer; and
 - 2.1.27.3. are not altered by the Insured in any way; and
 - 2.1.27.4. are administered in the manufacturer's recommended target body area.

Dermal Fillers

- 2.1.28. The **Insured** shall ensure that all Dermal Filler products administered:
- 2.1.28.1. comply with the relevant health, safety and environmental protection legislation including but not limited to carrying a CE or UKCA marking where appropriate; and
 - 2.1.28.2. are non-permanent; and
 - 2.1.28.3. are used in accordance with any specific instructions that are issued by the manufacturer; and
 - 2.1.28.4. are not altered by the Insured in anyway; and
 - 2.1.28.5. are administered in the manufacturer's recommended target body area.

Products and devices

- 2.1.29. The **Insured** shall ensure that all products and devices sold, administered or used during the course of a treatment comply with all relevant health, safety and environmental protection legislation including but not limited to carrying a CE or UKCA marking where appropriate.

Batch Numbers

- 2.1.30. The **Insured** shall, at all times maintain accurate and descriptive records including but not limited to batch numbers of any injectable product, used in procedures which shall be available for inspection and use by the **Insurer** or our duly appointed representatives.

Laser / Intense Pulse Light

- 2.1.31. The **Insured** shall ensure that prior to any Laser or Intense Pulse Light Treatment being performed shall:

- 2.1.31.1. undertake a skin patch test on each area to be treated at least twenty-four (24) hours before the commencement of a course of treatment or in accordance with the manufacturer's instructions.
- 2.1.31.2. undertake a new skin patch test at least twenty-four (24) hours before a treatment if:
 - (a) six (6) months or more has elapsed since the last treatment;
 - (b) a different area of the body is to be treated;
 - (c) the laser or intense pulsed light machine has been replaced; or
 - (d) the machine has been re-calibrated.
- 2.1.31.3. record the results of all skin patch tests on the client's record card.

Appropriate Qualifications

- 2.1.32. The **Insured** shall ensure that they and anyone undertaking a treatment on their behalf have completed a certified training qualification in that treatment.

CQC Registration

- 2.1.33. The **Insured** shall ensure that they maintain a CQC registration where this is required to undertake a particular treatment.

Prescribing

- 2.1.34. The **Insured** shall ensure that any prescription issued by the **Insured** is in line with the guidance issued by their relevant regulatory body.

Specific Exclusions To Section 2.1

- 2.1.35. The **Insurer** shall not be liable to indemnify the **Insured** under this Section 2.1 against any liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
- 2.1.35.1. any **Bodily Injury** save where such **Bodily Injury** arises, or is alleged to arise, directly from **Malpractice**.

- 2.1.35.2. any **Property Damage**.
- 2.1.35.3. any retail sale or supply by the **Insured** of any goods or products (or any part thereof).
- 2.1.35.4. any libel or slander committed, or alleged to have been committed, against professional adversaries or business competitors.
- 2.1.35.5. any journal or publication or any communication or contribution to the press or media.
- 2.1.35.6. any destruction, damage, loss or theft of **Documents** due to wear, tear, vermin, mould, mildew or any other gradually operating cause.

Section 2.2 - Public Liability

2.2.

- 2.2.1. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury, Property Damage** or **Other Contingencies** within the **Territorial Limits** in connection with the **Insured's** business and provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.
- 2.2.2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under Section 2.1 of this **Policy**.

Limit of Liability for Section 2.2

- 2.2.3. The any one **Claim Limit of Liability** under this Section 2.2 is the most the **Insurer** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.
- 2.2.4. The annual aggregate **Limit of Liability** under this Section 2.2 is the most the **Insurer** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

Specific Exclusions to Section 2.2

- 2.2.5. The **Insurer** shall not be liable to indemnify the **Insured** under this Section 2.2 against any liability, **Claim, Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
- 2.2.5.1. any **Malpractice**.
 - 2.2.5.2. any libel, slander or defamation.
 - 2.2.5.3. any breach of confidentiality.
 - 2.2.5.4. any destruction, damage, loss or theft of **Documents**.
 - 2.2.5.5. any loss of reputation.
 - 2.2.5.6. any advice, design, specification, certification, testing or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).
 - 2.2.5.7. any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than **Property Damage** to the property of any employees, directors, business partners and/or visitors of the **Insured**.
 - 2.2.5.8. any goods or products (other than food or drink for consumption on the **Insured's** premises).
 - 2.2.5.9.
 - (a) any coronavirus disease (COVID-19);
 - (b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - (c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2;
 - (d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above;
 - (e) any action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above

Section 2.3 - Products Liability

2.3.

2.3.1. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for:

2.3.1.1. **Bodily Injury**; and/or

2.3.1.2. **Property Damage**,

provided that:

2.3.1.3. such liability arises from the retail sale or supply by the **Insured** of products within the **Territorial Limits** in the conduct of the **Insured's** business;

2.3.1.4. the products were made entirely within the European Union or sourced from a supplier based in the European Union;

2.3.1.5. the **Insured** has taken all reasonable steps to ensure that the products comply with health and safety regulations and standards within the European Union;

2.3.1.6. the **Insured** has obtained a copy of the contract or proof of sale of the products; and

2.3.1.7. the **Claim** is first made against the **Insured** during the **Period of Insurance**.

2.3.2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under Section 2.3.1 of this **Policy**.

Limit of Liability for Section 2.3

2.3.3. The any one **Claim Limit of Liability** under this Section 2.3 is the most the **Insurer** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.

2.3.4. The annual aggregate **Limit of Liability** under this Section 2.3 is the most the **Insurer** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

Specific Exclusions to Section 2.3

- 2.3.5. The **Insurer** shall not be liable to indemnify the **Insured** under this Section 2.3 against any liability, **Claim, Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
- 2.3.5.1. any **Malpractice**.
 - 2.3.5.2. any libel, slander or defamation.
 - 2.3.5.3. any breach of confidentiality.
 - 2.3.5.4. any destruction, damage, loss or theft of **Documents**.
 - 2.3.5.5. any loss of reputation.
 - 2.3.5.6. any advice, design, specification, certification, testing or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).
 - 2.3.5.7. any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**.
 - 2.3.5.8. any **Property Damage** to goods or products (or any part thereof) or contract work executed by the **Insured** (or any part thereof).

3. Definitions

It is understood and agreed that the following definitions apply to this **Policy**:

- 3.1. **Act of Terrorism** shall mean an act (including but not limited to the use of force or violence and/or the threat thereof) of any person or group(s) of persons (whether acting alone or on behalf of or in connection with any organisation(s) or government(s)) committed for political, religious, ideological or similar purposes. This definition shall include acts performed with the intention to influence any government and/or to put the public or any section of the public in fear.
- 3.2. **Bodily Injury** shall mean physical injury, sickness, disease or death sustained by a person and shall include mental injury, mental anguish or shock.
- 3.3. **Claim** shall mean the receipt by the **Insured** of any written demand for compensation made by a third party or an assertion of **Malpractice** against the **Insured** or any claim form, writ, summons or other originating process issued and served upon the **Insured**.
- 3.4. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 3.5. **Condition Precedent** shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean no payment or indemnity will be provided under this **Policy**.
- 3.6. **Controlling Interest** shall mean shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of the **Insured** for the time being issued and conferring the right to vote at general meetings and shall include shares held by all persons who, in relation to each other, are associates or persons acting in concert within the meaning of the City Code on Takeovers and Mergers.
- 3.7. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 3.8. **Cyber Incident** means:
 - 3.8.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - 3.8.2. 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**
- 3.9. **Damages** shall mean compensatory damages awarded against the **Insured** by a court or tribunal empowered to do so and settlements in respect of any **Claim** for compensatory damages, provided that such settlement has been entered into with the **Insurer's** prior written consent.
- 3.10. **Data Breach Event** shall mean any event involving the loss, theft, accidental or unintentional release, disclosure or accidental publication of **Personal Data** in the **Insured's** care, custody or control that has resulted in or could result in the fraudulent use of such information. All incidents resulting from the same, continuous or related event will be deemed to arise out of one event.
- 3.11. **Data Breach Response Expenses** shall mean reasonable and necessary expenses for the following services that are directly attributed to a **Data Breach Event** incurred by the **Insured** with the **Insurer's** prior approval and rendered by a service provider approved by the **Insurer**:
 - 3.11.1. expenses incurred to determine the individuals whose **Personal Data** is the subject of a **Data Breach Event**;

- 3.11.2. expenses incurred to develop documents or material to notify any individual whose **Personal Data** is the subject of a **Data Breach Event**;
- 3.11.3. expenses incurred for correspondence or communication required to notify the individual whose **Personal Data** is the subject of a **Data Breach Event**;
- 3.11.4. expenses incurred for credit monitoring services for twelve (12) months for an individual affected by the **Data Breach Event**; or
- 3.11.5. expenses incurred to retain the services of a public relations consultant to avert or mitigate any damage to the **Insured's** brand, including any negative publicity resulting from a **Data Breach Event**.
- 3.11.6. **Data Breach Response Expenses** shall not mean or include:
- 3.11.7. loss, costs or expenses incurred by an individual whose **Personal Data** is the subject of a **Data Breach Event**, except as provided under **Data Breach Response Expenses**;
- 3.11.8. salaries, wages, fees or expenses of the **Insured** or employees of the **Insured**; or
- 3.11.9. any cost or expense incurred to maintain, upgrade, restore, replace, improve or correct a deficiency in the **Insured's** computer system, computer network or any other computer management system that may have contributed to the **Data Breach Event**.
- 3.12. **Defence Costs** shall mean reasonable and necessary costs, fees and expenses incurred with the **Insurer's** prior written consent in the investigation, adjustment, defence, negotiation and/or settlement of any **Claim**. **Defence Costs** shall not mean or include salaries, commissions, expenses, benefits, other remuneration or any internal or overhead expenses of the **Insured**. **Defence Costs** shall also not mean or include any data breach response expenses, including computer forensics, customer notification, and/or public relations expenses.
- 3.13. **Documents** shall mean physical documents of any nature, including books, deeds, forms, letters, maps, records, plans and wills. **Documents** shall not mean or include:
 - 3.13.1. any computer or electronic data or documents or any form of computer records or computer memory (whether programmes, software or otherwise);
 - 3.13.2. any bank notes, bonds, cheques, coupons, currency, negotiable or non-negotiable instruments, postal or money orders, registered cheques, share certificates, stamps, tickets, travellers' cheques or warrants; or
 - 3.13.3. medical records.
- 3.14. **Duty of Candour** shall mean the **Insured's** Statutory Duty of Candour, which shall include the obligations prescribed by the Health and Social Care 2008 (Regulated Activities) Regulations 2014.
- 3.15. **Excess** shall mean the amount stated in the **Schedule** for which the **Insured** is responsible. The **Insured** agrees to pay each excess amount due within thirty (30) days of the date of the written request for such payment. If the **Excess** is not paid when due and the **Insured** has not sought and obtained an extension of time for payment of the **Excess** from the **Insurer**, the **Policy** may be terminated on seven (7) days' written notice. Upon such termination, the **Insurer** shall be released from any and all liability under or in connection with the **Policy**. Upon such cancellation, the insurer shall be released from any and all liability under or in connection with the policy. Under no circumstances shall the insurer be liable for the excess.
- 3.16. **Insured** shall mean:
 - 3.16.1. the individual or individuals named as such in the **Schedule**;

- 3.16.2. the entity or entities named as such in the **Schedule**;
- 3.16.3. any individual who is, has been or may during the **Period of Insurance** become a principal, partner or director of the **Insured**, but only in respect of **Claims** arising from work carried out by or on behalf of the **Insured**,
- 3.16.4. and whose interests are protected by this insurance.
- 3.17. **Insurer** shall mean the underwriters stated in the **Schedule** or Certificate of Insurance.
- 3.18. **Jurisdictional Limits** shall mean the jurisdictional limits as stated in the **Schedule**.
- 3.19. **Limit of Liability** shall mean the limit(s) of liability under the applicable section of this **Policy** as stated in the **Schedule** (including **Defence Costs**).
- 3.20. **Malpractice** shall mean a negligent act, negligent error or negligent omission committed by the **Insured** or by any person or organisation acting on behalf of the **Insured** in the conduct of the **Insured's** business to a patient or patients. This definition is extended to include treatment administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present, either by chance or in response to an emergency call following such medical emergency, accident or disaster commonly known as a "Good Samaritan Act".
- 3.21. **Other Contingencies** shall mean accidental nuisance, trespass or interference with any easement, right of air, light, water or way.
- 3.22. **Period of Insurance** shall mean the period of insurance as stated in the **Schedule**.
- 3.23. **Personal Data** shall have the meaning set out in the Data Protection Act 2018 (as may be amended from time to time).
- 3.24. **Policy** shall mean the **Schedule**, Insuring Clauses, Definitions, **Limit of Liability**, Claims Conditions, Exclusions, General Conditions, proposal and other terms contained herein, together with any endorsement(s) attaching to and forming part of this **Policy** either at inception or during the **Period of Insurance**.
- 3.25. **Pollutants** shall mean any pollutants and shall include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapours, soot, dust, fibres, fungi, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned and reclaimed) or contamination of any kind.
- 3.26. **Property Damage** shall mean accidental physical damage to, loss of or destruction of material property. It shall not include loss of computer data.
- 3.27. **Retroactive Date** shall mean the retroactive date as stated in the **Schedule**.
- 3.28. **Schedule** shall mean the schedule to this **Policy**.
- 3.29. **Territorial Limits** shall mean the territorial limits as stated in the **Schedule**.

4. Claims Conditions

- 4.1. It is a **Condition Precedent** to the right of the **Insured** to be indemnified under this **Policy** that the **Insured** shall as soon as possible and, in any event within thirty (30) days of receipt or before the end of the **Period of Insurance**, whichever is earlier, give written notice to the **Insurer** of:
- 4.1.1. any **Claim** first made against the **Insured** during the **Period of Insurance**;
 - 4.1.2. any official investigation, examination, inquiry or other proceedings, coroner's inquest, prosecution or disciplinary proceedings first notified to the **Insured** during the **Period of Insurance**; and
 - 4.1.3. any **Data Breach Event**.
- 4.2. The **Insured** shall as soon as possible and, in any event within thirty (30) days of the **Insured** first becoming aware, give written notice to the **Insurer** of any circumstance(s) which may give rise to a **Claim**. If, during the **Period of Insurance**, the **Insured** gives written notice to the **Insurer** in accordance with this clause, any **Claim** subsequently made against the **Insured** arising out of the notified circumstance(s) shall be deemed to have been first made against the **Insured** during the **Period of Insurance**.
- 4.3. Notice of a **Claim**, circumstance or **Data Breach Event** shall be made in writing and delivered by fax, email or post to the **Insurer's** address stated on page 1 and full details of all material facts of which the **Insured** is aware shall be provided, including: (i) the date, time and place of the **Claim**, circumstance or event; (ii) a detailed description of what happened; (iii) the name and address of the injured party(ies); (iv) the names and addresses of all witnesses; and (v) copies of any demand, notice or legal papers received in connection with the **Claim**, circumstance or event.
- 4.4. The **Insured** shall, at all times, provide such information, assistance, signed statements or depositions as the **Insurer** or their appointed representatives may require to conduct the investigation, defence or settlement of any **Claim** or circumstance. The **Insured** shall, at all times, assist in the defence of any **Claim** without charge to the **Insurer**.
- 4.5. The **Insured** shall not settle any **Claim**, incur any **Defence Costs**, make any admission, offer, promise or payment or assume any contractual obligation with respect to any **Claim** without the **Insurer's** prior written consent. The **Insurer** shall not be liable for any settlement, **Defence Costs**, admission, offer, promise or payment or assumed obligation to which it has not consented.
- 4.6. The **Insurer** shall be entitled, but not obliged, to take over at any time and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any proceedings. In any such matter, the **Insurer** shall have sole discretion in the instruction of external solicitors and counsel and shall have sole discretion in the conduct of any proceedings.
- 4.7. The **Insured** shall not be required to contest any legal proceedings unless a Queen's Counsel of not less than fifteen (15) years call (to be selected by the **Insurer** after consultation with the **Insured**) should advise that such proceedings can be contested with a reasonable prospect of success.
- 4.8. The **Insured** shall, at all times, maintain accurate and descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by the **Insurer** or their duly appointed representatives. These records shall be retained 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.
- 4.9. In connection with any **Claim** against the **Insured**, the **Insurer** may at any time pay to the **Insured** the **Limit of Liability** under the applicable section of this **Policy** or any lesser amount for which such **Claim** can be settled and relinquish the control of such **Claim** and have no further liability in connection with that **Claim**.

- 4.10. The **Insurer** shall not be liable to pay any **Claim**, judgment, award or **Defence Costs** or to undertake or continue in the defence of any suit or proceeding after the **Limit of Liability** has been exhausted by payment or agreement to pay any **Claim**, judgment, award, settlement and **Defence Costs**. In such a case, the **Insurer** shall have the right to withdraw from the further defence thereof by tendering control of the said defence to the **Insured**.
- 4.11. If this **Policy** and any other policy issued to the **Insured** by the **Insurer** or any of its affiliated companies apply to the same **Claim**, the limit of liability that applies to that **Claim** shall not exceed the highest applicable limit of liability available under any one policy that applies. The terms and conditions of the policy with the higher (est) limit will apply to the extent that the terms and conditions differ between or among policies that otherwise would apply to the same **Claim**. However, this does not apply to any policy issued specifically to apply as excess insurance over this **Policy**.

5. General Exclusions

This **Policy** does not indemnify the **Insured** against any liability, **Claim, Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

5.1. Prior Claims / Circumstances

any **Claim** or circumstances which any **Insured** knew or should have reasonably foreseen may give rise to a **Claim**, of which the **Insured** was, or should have been, aware on or prior to the commencement of the **Period of Insurance**.

5.2. Retroactive Date

any **Malpractice**, circumstances, occurrences, events, acts, errors or omissions occurring, or alleged to have occurred, prior to the **Retroactive Date**.

5.3. Products Recall and Efficacy

any:

- 5.3.1. recall, withdrawal, inspection, removal, repair, alteration, replacement, repackaging or reinstatement of any goods or products (or any part thereof) or amounts claimed for the loss of use of any goods or products (or any part thereof).
- 5.3.2. failure of any goods or products (or any part thereof) to fulfil the use, function or purpose for which they were designed.
- 5.3.3. failure of any goods or products (or any part thereof) to meet the level of performance, quality, fitness or durability specified, promised, represented, warranted or guaranteed.
- 5.3.4. failure of any goods or products (or any part thereof) to achieve the results or appearance specified, promised, represented, warranted or guaranteed.

5.4. Clinical Trials / Research Projects

any clinical trial or research project.

5.5. Fines, Penalties and Punitive Damages

any:

- 5.5.1. fines or penalties of any kind.
- 5.5.2. punitive, exemplary, aggravated, treble, liquidated, penal, restitutional, non-compensatory, vindictive, multiple or any other damages resulting from the multiplication of damages.

5.6. Fraud / Dishonesty

any:

- 5.6.1. dishonest, fraudulent, criminal or malicious act, error or omission of any **Insured** or of any employee, consultant, sub-contractor or agent of any **Insured**.
- 5.6.2. dishonest failure on the part of any **Insured** to account for property belonging to another person.

5.7. Acts in Violation Of Law Or Ordinance

any act in violation of a law or ordinance.

5.8. Contractual Undertakings

any liability assumed by any **Insured** by way of contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity, unless such liability would have attached to the **Insured** in the absence of such contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity.

5.9. Trading Debts / Bankruptcy

any:

- 5.9.1. trading or personal debt or loss of any **Insured** (including, but not limited to, any tax liability due or payable by any **Insured** or any fees, costs or expenses connected therewith) or any guarantee given by any **Insured** for any debt or legal obligation to refund any fee charged to a patient.
- 5.9.2. insolvency, bankruptcy, administration or receivership of any **Insured**.
- 5.9.3. claim or demand by a liquidator, administrator or trustee in bankruptcy to account for any preferential payment or to make any payment in respect of a void or voidable transaction.

5.10. Charges of Any Insured

any claim or demand that any **Insured** refund, account for or pay damages calculated by reference to any fee, costs, charge, brokerage, commission, override or disbursement charged or incurred by any **Insured**.

5.11. Employers' Liability

any:

- 5.11.1. **Bodily Injury** to any employee of the **Insured** arising out of or in the course of their employment.
- 5.11.2. **Property Damage** to the property of any employee of the **Insured** arising out of or in the course of their employment.
- 5.11.3. obligation for which the **Insured** or his insurer may be held liable under any worker's compensation law, disability benefits law or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any employee).

5.12. Directors' And Officers' Liability / Trustee Liability

any **Insured** acting as a director, secretary or officer of the **Insured** or as a trustee, where such **Claim** is made solely by reason of his holding that position and having acted in that capacity.

5.13. Vehicles / Vessels / Aircraft / Watercraft

any ownership, possession, maintenance or use by or on behalf of the **Insured** of any:

- 5.13.1. aircraft or other aerial device;
- 5.13.2. vessel or craft;
- 5.13.3. hovercraft;
- 5.13.4. mechanically propelled vehicle in respect of which insurance or security is necessary to meet the requirements of road traffic legislation. This exclusion 5.13.4 shall not apply to any liability or claim arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- (a) the use of plant as a tool of trade; or
- (b) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance policy (or would be provided by such policy if this **Policy** did not exist) or where insurance or security is required by law.

5.14. Land / Buildings

any ownership, occupation, possession, leasing or use by or on behalf of any **Insured** of any land, buildings or other premises, or part thereof.

5.15. Pollution

any:

- 5.15.1. actual or alleged presence, imminent or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants** at any time.
- 5.15.2. direction or request to test for, inspect, monitor, clean-up, remove, contain, treat, rectify, detoxify or neutralise **Pollutants** or in any way respond to or assess the effects of **Pollutants**.

5.16. Asbestos

any existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos fibres, asbestos dust, asbestos products and/or any products or materials containing asbestos, other than in the provision of medical services for an asbestos related injury or disease.

5.17. Clinical Waste

any clinical waste that has not been disposed of by an appropriately qualified waste disposal contractor.

5.18. Nuclear Risks

any:

- 5.18.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear material from the combustion of nuclear fuel.
- 5.18.2. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion shall not apply to any **Claim** relating to the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures and away from the place where such substances are made.

5.19. War / Terrorism

any:

- 5.19.1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power.
- 5.19.2. strike, riot, civil commotion or labour disturbance.
- 5.19.3. **Act of Terrorism.**

- 5.19.4. action taken in controlling, preventing, suppressing or in any way relating to 5.19.1 and/or 5.19.2 and/or 5.19.3 above.

5.20. Intoxicants / Narcotics

any performance of a service while under the influence of intoxicants or narcotics.

5.21. Specific Medical Conditions

any:

- 5.21.1. Hepatitis;
- 5.21.2. Human T-Cell Lymphotropic Virus Type III (HTLV III);
- 5.21.3. Lymphadenopathy Associated Virus (LAV);
- 5.21.4. Acquired Immune Deficiency Syndrome (AIDS);
- 5.21.5. Human Immunodeficiency Virus (HIV); or
- 5.21.6. Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD), new variant Creutzfeldt-Jakob Disease (nvCJD) or any syndrome, condition or virus of a similar kind to the foregoing specific medical conditions listed within this Clause 5.21.6, howsoever it may be named, or any mutation, derivative or variation thereof.

5.22. Discrimination

any form of discrimination or humiliation, including on the grounds of age, race, sex, sexual orientation, religion or ethnic origin.

5.23. Sexual Misconduct

any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination, whether or not under the guise of or in the course of treatment.

5.24. Related / Associated Entities

any **Claim** by any **Insured** indemnified under this **Policy** to or against any other **Insured** indemnified under this **Policy**.

This exclusion does not apply where the employee is being treated as a patient.

5.25. Data Protection

- 5.25.1. any actual or alleged breach of any data protection laws or regulations.
- 5.25.2. actual or alleged loss, release, disclosure and/or mismanagement of data in any form.

5.26. Information Technology

any:

- 5.26.1. failure of any programme, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended.

- 5.26.2. failure of any plant and/or machinery, and/or public utility.
- 5.26.3. transmission or receipt of any virus, programme or code that causes loss or damage to any computer system or data and/or prevents or impairs its proper function or performance.
- 5.26.4. business conducted and/or transacted via the internet, intranet, extranet and/or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

Clause 5.26.4 shall not apply if the **Insured** can prove, to the **Insurer's** reasonable satisfaction, that the liability to the **Insured** would have attached in the absence of the fact that the business was conducted and/or transmitted via the internet, intranet, extranet and/or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

- 5.26.5. defect or defective workmanship in the installation, repair or maintenance of any computer or other electronic equipment or system or computer hardware or software.
- 5.26.6. unauthorized access to the Insured's computer systems, networks, hardware, software, and/or data.

5.27. United States Of America / Canada

any **Claim**, judgment, award or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or any dependencies, protectorates or trust territories thereof) or any order made anywhere in the world to enforce such judgment, award or settlement, either in whole or in part.

5.28. Territorial and Jurisdictional Limits

any:

- 5.28.1. **Malpractice** committed outside the **Territorial Limits**.
- 5.28.2. **Claim** brought in any courts outside the **Jurisdictional Limits**.
- 5.28.3. **Claim** brought in a court of law within the **Jurisdictional Limits** to enforce a judgment or an order made outside the **Jurisdictional Limits**.
- 5.28.4. occurrence or circumstance outside the **Territorial Limits**.

5.29. Substances and Materials

any:

- 5.29.1. Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons.
- 5.29.2. Chromated Copper Arsenate (CCA).
- 5.29.3. electromagnetic fields (EMFs).
- 5.29.4. latex and/or latex protein and/or latex derivatives and/or latex substances (howsoever these are named, identified, described or classified).
- 5.29.5. lead.
- 5.29.6. Methyl Tertiary Butyl Ether (MTBE).

- 5.29.7. mould, toxic mould, fungi or bacteria on, within or arising from any building, structure or site.
- 5.29.8. Polychlorinated Biphenyls (PCBs), also known as Askarels, including polychlorinated biphenyl generated dibeneofurans and dioxins or any polychlorinated biphenyls-containing product or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal of any such product or material.
- 5.29.9. product containing silicon or silicone which is in any form implanted or injected in the body.
- 5.29.10. tobacco or any tobacco products (or ingredients thereof).
- 5.29.11. Formaldehyde.

5.30. **Unreasonable Force**

any **Bodily Injury, Property Damage or Other Contingencies** expected or intended from the standpoint of the **Insured**, except when such **Bodily Injury, Property Damage or Other Contingencies** arises solely from the use of reasonable force for the purpose of protecting persons or property.

5.31. **Loss of Shareholders Or Stockholders**

any loss sustained by shareholders or stockholders of the **Insured** in their capacities as such.

5.32. **Wholesaling**

any sale by the **Insured** of goods or products (or any part thereof) in large quantities to be retailed or on-sold by others.

5.33. **Professional Instruments**

any instruments used, or intended for use, in contact with skin tissue or to penetrate skin tissue or used, or intended for use, in contact with bodily fluid:

- 5.33.1. where there is a failure to store, handle or use instruments in accordance with the manufacturer(s) instructions; or
- 5.33.2. when approved by the manufacturer(s) and the Department of Health or equivalent to be used more than once, where there is a failure to sterilise prior to such use, using sterilising apparatus specifically approved by the manufacturer(s) in accordance with such manufacturer(s) instructions, recommendations and/or guidelines and in accordance with the guidelines of the Department of Health or equivalent.

5.34. **Non-Employed Doctors of Medicine**

any non-employed doctors of medicine providing medical services for or using the facilities of the **Insured**, unless:

- 5.34.1. they are members of a recognised medical defence union or association or protection society where professional liability insurance covering all work undertaken for or on behalf of the **Insured** is provided as a benefit of membership; or
- 5.34.2. they carry their own professional liability insurance policy covering all work undertaken for and on behalf of the **Insured**.

5.35. **Genital Work**

any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any treatment to any genitalia with the exception of intimate chemical peels, waxing and hair removal unless declared to **Insurers** and listed in the **Schedule**.

5.36. **Treatments on Minors**

any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any treatments provided to minors unless declared to us.

This exclusion does not apply to any Beauty Therapy or Advanced Beauty Therapy treatment provided to minors aged 14- 18 as long as parental consent is obtained and recorded with the patients records. Beauty Therapy and Advanced Beauty Therapy must be listed as covered treatment categories in your policy **schedule**.

6. General Conditions

6.1. Cancellation

This **Policy** may be cancelled:

- 6.1.1. at any time by the **Insurer** giving thirty (30) days written notice to the **Insured**; and
- 6.1.2. at any time by the **Insured** giving thirty (30) days written notice to the **Insurer**.
- 6.1.3. in the event of non payment of the premium due and by giving 15 days written notice to the **Insured**.

In the event of cancellation, premium is due to the **Insurer** for the period that the **Insurer** is on risk. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Insurer** of a **Claim** or of any circumstance(s) which may give rise to a **Claim**, no premium refund shall be payable to the **Insured**. If no **Claim** or circumstance(s) have been notified, the premium shall be adjusted on a prorated basis.

6.2. Other Insurance

The **Insured** agrees to give the **Insurer** written details of any other insurance it has which may indemnify or partially indemnify the **Insured** against a **Claim**.

The insurance afforded under this **Policy** is excess over and reduced by any other valid insurance available to the **Insured** and the **Insurer** shall not be liable to indemnify the **Insured** in respect of any **Claim** or **Defence Costs** until such other insurance is exhausted. Valid insurance includes any self insurance plan which would be applicable to the loss.

6.3. Acquisition or Creation Of New Entity

If, after the inception of this **Policy**, the **Insured** acquires or creates a new entity, it will be covered from the date it is acquired or created if the following conditions are met:

- 6.3.1. the **Insurer** receives written notice within ninety (90) days of its formation or acquisition;
- 6.3.2. it meets the **Insurer's** underwriting requirements; and
- 6.3.3. any additional premium the **Insurer** requires is paid.

6.4. More Than One Insured

Where there is more than one **Insured**, this **Policy** shall apply to each **Insured** as though a separate **Policy** had been issued to each, provided that the total liability of the **Insurer** shall not exceed the **Limit of Liability** under the relevant section of the **Policy**.

6.5. Assignment

No change in or modification to the terms or the assignment of interest under this **Policy** shall be effective, except when made by written endorsement to this **Policy** and signed by an authorised employee of the **Insurer**.

6.6. Reasonable Steps and Precautions

The **Insured** shall take all reasonable steps and precautions to prevent any circumstance or event which may give rise to liability under this **Policy**. This includes ensuring to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery the **Insured** shall cause any defect or danger to be made good or remedied while in the meantime causing such additional precautions to be taken as the circumstances may require.

6.7. Subrogation

- 6.7.1. In the event of any payment or indemnity being made or provided under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, indemnity or contribution against any third party.
- 6.7.2. The **Insured** shall not surrender any right or settle any claim arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights.
- 6.7.3. The **Insured** shall, at its own expense, co-operate fully with the **Insurer** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **Insurer** shall request.
- 6.7.4. If the **Insurer** makes a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:
- (a) firstly, to reimbursement of any outlay or anticipated outlay of the **Insurer** (including payments made to indemnify the **Insured**, costs and disbursements);
 - (b) secondly, to reimbursement of uninsured losses of the **Insured**; and
 - (c) thirdly, to reimbursement of the liability of the **Insured** in respect of the **Excess**.

6.8. Duty of Fair Presentation / Alteration Of Risk

The **Insured** confirms that it is aware of and has complied with the duty of fair presentation under the Insurance Act 2015.

During the **Period of Insurance** the **Insured** shall give written notice to the **Insurer**, as soon as practicable, of any alteration which materially affects the risk and shall agree to pay any additional premium that may be required. Failure to pay the additional premium shall entitle the **Insurer** to cancel the **Policy** in accordance with Clause 6.1.

6.9. Change in Control

If, during the **Period of Insurance**:

- 6.9.1. more than 50% of the **Insured's** directors resign or are removed from the office within any ninety (90) day period; or
- 6.9.2. any person, whether or not an existing shareholder, acquires a **Controlling Interest** in the **Insured**,

this **Policy** shall be restricted (unless the **Insurer** agrees in writing to the contrary) so as to apply only to acts, errors, omissions, circumstances, occurrences or events committed or occurring prior to the date of the first of such resignations or removals or such change of control.

6.10. Full Rights of Recourse

The **Insured** shall maintain full rights of recourse against any manufacturer or supplier from whom the **Insured** obtains any goods or products (or any part thereof) or anything which is incorporated into any goods or products (or any part thereof).

6.11. Employee Indemnity

6.11.1. The **Insurer** agrees, at the request of the **Insured**, to provide indemnity under this **Policy** to any employee or past employee of the **Insured** as though that person were an **Insured** under this **Policy**, subject to:

- (a) that person agreeing to be bound by all of the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**; and
- (b) this condition not increasing the **Limit of Liability**.

6.11.2. This condition is not intended to make employees or past employees of the **Insured** parties to this **Policy**.

6.11.3. This condition does not apply:

- (a) to any surgeon, physician, doctor, dentist, nurse or midwife in respect of any act, error or omission committed, or alleged to have been committed, in the course of their professional duties as qualified medical practitioners; or
- (b) if the employee or past employee of the **Insured** is entitled to indemnity under any other valid insurance, including any self insurance plan which would be applicable to the loss.

6.12. **Fraudulent Claims**

If any claim under this **Policy** is in any respect fraudulent, the **Insurer** shall be entitled to:

- 6.12.1. refuse to pay the claim;
- 6.12.2. recover any sums paid by the **Insurer** to the **Insured** in respect of the claim from the **Insured**; and
- 6.12.3. give notice of termination of the **Policy**, which shall be effective from the date of the fraud.

6.13. **Data Protection Legislation**

Any information provided to the **Insurer** regarding the **Insured** will be processed in compliance with the provisions of the relevant data protection legislation for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

6.14. **Waiver, Variation and Assignment**

- 6.14.1. No provision of this **Policy** may be waived or varied, save by an endorsement issued and signed by the **Insurer**. Notice given to any agent of the **Insured** or of the **Insurer** or knowledge possessed by any such agent or any other person shall not be held to effect a waiver or change in any part of this **Policy**.
- 6.14.2. No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Insurer**.

6.15. **Unenforceable / Void Provisions**

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

6.16. **Interlocking Clause**

In the event of any acts, errors, omissions, circumstances, occurrences, events or **Claims** in respect of which the **Insured** is entitled to indemnity under more than one section or extension of this **Policy**, the total amount of the **Insurer's** liability shall not exceed the greatest **Limit of Liability** available under one of the sections or extensions providing indemnity.

6.17. Contracts (Rights of Third Parties) Act 1999

Any person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**. This condition does not affect any right or remedy which exists or would be available but for the operation of that Act.

6.18. Sanctions

Whenever the cover provided by this **Policy** would be in violation of any US, EU or UK economic or trade sanctions, such cover shall be null and void.

6.19. Governing Law and Jurisdiction

Unless otherwise stated on the Schedule, this **Policy** shall be governed by and construed in accordance with English law and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of England and Wales.

6.20. Premium Payment

6.20.1. The **Insured** undertakes that the premium due under this **Policy** shall be paid to the **Insurer** in full within sixty (60) days of the commencement of the **Period of Insurance**. If the premium has not been paid to the **Insurer** in full within sixty (60) days of the commencement of the **Period of Insurance**, the **Insurer** shall have the right to cancel this **Policy** by giving fifteen (15) days written notice to the **Insured**. If the premium is paid to the **Insurer** in full before the expiration of the fifteen (15) day notice period, the notice of cancellation shall be automatically withdrawn. If not, this **Policy** shall automatically terminate at the end of the notice period.

6.20.2. In the event of cancellation, premium is due to the **Insurer** for the period that the **Insurer** is on risk. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Insurer** of a **Claim** or of any circumstances which may give rise to a **Claim**, no premium refund shall be payable to the **Insured**. If no **Claim** or circumstances have been notified, the premium shall be adjusted on the basis of the **Insurer** retaining the short-rate premium for time on risk detailed in Clause 6.1.

6.21. Duty of Candour

Notwithstanding any other term or condition of this **Policy**, the cover provided by this **Policy** will not be prejudiced by any acts to the extent they are necessary to discharge the **Insured's Duty of Candour**. If the **Insured** requires any guidance on the **Insured's** compliance with the **Duty of Candour** and this **Policy**, the **Insured** should consult with the insurance broker or other intermediary who arranged this **Policy**.

