

MALPRACTICE INSURANCE (NOVAEMM17AN)

The **Policy** wording, the **Schedule** and any **Endorsements** should be read as if they were one document and if they do not meet your needs please contact your broker or agent.

POLICY NUMBER: 8F9200MMA180

This is to certify that, in consideration of the payment of the premium specified herein, the **Insurer** is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Please read this Policy carefully.

Authorised Signatory



.....
Jonathan Butcher,
Director,
For and on behalf of Novae Underwriting Limited.

Date: 09/02/2018

SCHEDULE

- 1) **Policy Number:** 8F9200MMA180
- 2) **Name and Address of the Company:** Ashley Simpson Davies
Church View House
Seighford
STAFFORD
ST18 9PQ
United Kingdom
- 3) **Period of Insurance** **From:** 10/02/2018
To: 09/02/2019
Both days inclusive, local standard time, at the address of the **Company**
- 4) **Limit of Indemnity:** GBP 1,000,000.00
In all incl **Defence Costs and Expenses**
- 5) **Excess:** GBP 1,000.00
Each and every **Claim** and each and every claimant including **Defence Costs and Expenses**
- 6) **Premium:** GBP 800.00
Plus UK Insurance Premium Tax 12%
- Total Premium:** GBP 896.00
- 7) **Your Profession:** Beauty Therapist performing the following treatments - botox, fillers, aqualyx & POD threads.
- 8) **Jurisdiction:** United Kingdom
- 9) **Territorial Limits:** United Kingdom
- 10) **Retroactive Date:** 10/02/2018

INTRODUCTION

Thank **You** for choosing Novae Underwriting Limited for **Your** insurance. Please check that this document and the **Schedule** meet **Your** needs and that **You** understand them.

If **You** have any questions about these documents, please contact **Your** broker or agent who will be pleased to help **You**.

This **Policy** wording, the **Schedule** and any **Endorsements** should be read as if they were one document and, together, they represent the contract between **You** and **Us**.

This document sets out what is and what is not covered, it is a legal document and should be kept in a safe place.

In return for payment of the **Premium** shown in the **Schedule**, **We** agree to insure **You**, in the manner and to the extent provided in this contract during the **Period of Insurance**, subject to the terms and conditions contained in or endorsed on this **Policy**.

Please read this **Policy** wording and the **Schedule** carefully. Please also pay particular attention to any **Endorsements** which have been added to the back of **Your Policy**. If any Conditions or **Endorsements** are a condition precedent to the right to be indemnified under the **Policy** and **You** fail to follow these requirements then this may invalidate **Your Claim** or the **Policy** as a whole. If these documents do not meet **Your** needs, please contact **Your** broker or agent.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. **You** have a duty to inform **Us** of every material circumstance that **You** know or ought to know or anyone responsible for **Your** insurances knows or ought to know, in a way that is reasonably clear and accessible to **Us**. **You** also have a duty to answer any questions **We** have asked **You** accurately and to ensure that any information **You** do provide is correct.

If **We** establish that **You** deliberately or recklessly provided **Us** with false information **We** will treat this insurance as if it never existed, decline all **Claims**, and retain the **Premium**. A breach will be deliberate if **You** know that **You** are in breach of the duty. It will be reckless if **You** do not care whether **You** are in breach of the duty.

If **You** have been in breach of **Your** duty in providing **Us** with the information **We** have relied upon in accepting this insurance and setting its terms and **Premium**, but **Your** breach has not been deliberate or reckless, **We** may:

- treat this insurance as if it had never existed and refuse to pay all **Claims** and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** will then apply these amended terms as if they were already in place at the time of the circumstances giving rise to a **Claim**; and/or
- reduce the amount **We** pay on a **Claim** in the proportion the **Premium** **You** have paid bears to the **Premium** **We** would have charged **You**; and/or
- cancel **Your Policy** in accordance with the cancellation condition detailed in this document.

We or **Your** insurance broker or agent will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your Policy**; or
- require **You** to pay more for **Your** insurance.

INSURING CLAUSES

1.1 **We** shall indemnify **You** for all sums which **You** shall become legally liable to pay as damages (including Claimants' costs) as the result of any **Claim** first made against **You** during the **Period of Insurance** resulting from any **Wrongful Act** committed by **You** or by any of **Your Employees** or by any person or organisation acting on **Your** behalf when so acting, in the course of services or contractual obligations undertaken by **You** to a patient or patients in the course of **Your Profession** or in the provision of **Good Samaritan Acts**.

1.2 Defence Costs and Expenses

a) **We** will also, inclusive within the **Limit of Indemnity**, indemnify **You** against **Defence Costs and Expenses** incurred with **Our** prior written consent in the defence, handling or settlement of any **Claim** covered under Insuring Clause 1.1 above, including

b)

i) any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body;

ii) any Coroner's Inquest arising out of the death of any of **Your** patients;

iii) **Your** prosecution (criminal or otherwise); or

iv) any disciplinary proceedings against **You**

in connection with any such **Claim**

2 LIMIT OF INDEMNITY AND EXCESS

We shall only be liable under this **Policy** to the extent that such liability exceeds the **Excess**. A separate **Excess** shall apply to each and every **Claim** and each and every Claimant. **Our** liability shall not exceed the **Limit of Indemnity**.

3 EXCLUSIONS

We shall not be liable for:

3.1 Known Claims and Circumstances

Any **Claim** arising out of any circumstances or occurrences notified under any insurance attaching prior to the inception of this insurance or which should have been so notified, or any other circumstances or occurrences that a reasonable person would believe could give rise to a **Claim** under this **Policy** which were or ought to have been known to **You** prior to the inception of this **Policy**.

3.2 Other Insurance

Any **Claim** in respect of which **You** are, or but for the existence of this **Policy** would be, entitled to indemnity under any other insurance or indemnity arrangements.

3.3 Fraud and Dishonesty

Any **Claim** directly or indirectly caused or contributed to by any actual or alleged malicious, dishonest or fraudulent act or omission.

3.4 Fines and Penalties

Any taxes, fines, penalties, punitive, exemplary or other non-compensatory damages of any kind.

3.5 Public Liability Exclusion

Any **Claim** or loss arising from any of the following:

- a) death, sickness, disease, emotional distress, mental anguish, mental stress, personal injury or bodily injury, provided that this exclusion shall not exclude any **Claim** by or on behalf of a patient for a **Wrongful Act** in the course of services or contractual obligations undertaken by **You** to that patient in the course of **Your Profession** or in the provision of **Good Samaritan Acts**.
- b) damage to or destruction of any property or loss of use thereof.
- c) caused by or relating to any property, equipment and/or fixtures and fittings owned by **You** and/or for which **You** are legally responsible.
- d) breach of any duty owed by **You** as the owner or occupier of any land or buildings, including any obligation of **Yours** under any Health & Safety Legislation.

3.6 Vehicle

Any **Claim** directly or indirectly arising from the use, ownership or possession of any aircraft, watercraft, hovercraft, vessel, motor vehicle or any other vehicle or mechanically propelled mobile machinery, provided that this exclusion shall not exclude any **Claim** by or on behalf of a patient for a **Wrongful Act** arising out of any treatment given to a patient in any ambulance or other vehicle.

3.7 Product Liability

Any **Claim** arising out of the manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, supplied or distributed by **You** provided that this exclusion shall not exclude any **Claim** in respect of the supply of any **Medicinal Products** by **You** to a patient in the course of any treatment.

3.8 Employers' and Employment Liability

Any **Claim** for breach of any duty owed by **You** as an employer to any **Employee** or former **Employee** or applicant for employment, provided that this exclusion shall not exclude any **Claim** by any **Employee** of **Yours** who has been treated by **You** as a patient when such **Claim** is brought solely in that capacity and when such treatment is for matters unrelated to the patient's employment and only when such treatment is carried out in accordance with **Your** standard rules and procedures. For the purposes of clarification, such standard rules and procedures will include full consideration of required recovery periods and safety of all other staff and patients but **You** may waive payment of **Your** normal or any other charges.

3.9 Deliberate Acts

Any **Claim** or loss arising from any of the following:

- a) any **Claim** alleging or relating to sexual harassment and/or sexual molestation and/or sexual and/or racial discrimination.
- b) any **Claim** or circumstance arising out of or in any way relating to any deliberate or wilful misconduct.

3.10 Directors' and Officers' Liability

Any liability incurred by any person in his capacity as a Director or Officer of any **Company** or other entity or as a Trustee of any trust.

3.11 Warranties and Guarantees

Any **Claim** which arises under any express indemnity, warranty (except warranty of authority) or guarantee or similar provision save insofar as such liability would have arisen to the same extent in the absence of such express indemnity, warranty, guarantee or similar provision.

3.12 Trading Losses

Any trading losses or trading liabilities.

3.13 Insolvency

Any **Claim** arising out of or relating directly or indirectly to **Your** insolvency or bankruptcy.

3.14 Associated Companies

Any **Claim** made against **You** by any other Insured or by any parent, subsidiary or associated **Company** or by any person having a financial, executive or controlling interest in **You**, unless the original **Claim** emanates from an independent third party, provided that this exclusion shall not exclude any **Claim** by any principal, partner or director of **Yours** who has been treated by **You** as a patient when such **Claim** is brought in that capacity and when such treatment is carried out in accordance with **Your** standard rules and procedures. For the purposes of clarification, such standard rules and procedures will include full consideration of required recovery periods and safety of all other staff and patients but **You** may waive payment of **Your** normal or any other charges.

3.15 Defamation and Intellectual Property Rights

Any **Claim** for libel or slander or in Scotland defamation, or for passing off or breach of any copyright, patent or other intellectual property right.

3.16 Information Technology

Any **Claim** or loss directly or indirectly caused by or contributed to by or arising from any:

- a) transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance;
- b) functioning, non-functioning, improperly functioning, failure, availability or unavailability of:
 - i. any program, instruction or data for use in any computer or other electronic processing device, equipment or system;
 - ii. any plant and/or machinery, including without prejudice to the generality of the foregoing any computer, data processing equipment or media, microchip, integrated system, circuit, or similar device, or any software;
 - iii. the **Internet** or similar facility;
 - iv. any **Intranet** or private network or similar facility; or
 - v. any website, bulletin board, chat room, search engine, portal or similar application service.

- c) alteration, corruption, destruction, distortion, erasure, theft or other loss of or damage to data, software, information repository, microchip, integrated system, circuit or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set;
- d) use of media, including but not limited to social media and websites for defamation, libel, slander, plagiarism, passing off, product disparagement or other harm relating to the disparagement or harm to the emotions, reputation or character of a third party.
- e) loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure to conduct **Your Profession**.
- f) common law breach of confidentiality, infringement or violation of any right to privacy including, but not limited to, a breach of **Your** privacy policy, breach of any person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's privacy information.
- g) failure to disclose a breach of security affecting personal information, or failure to dispose of such information within the required time period in violation of notification laws or regulations in effect now or in the future.
- h) business conducted and/or transacted via the **Internet, Intranet, Extranet** and/or via **Your** own website, **Internet** site, web-address and/or via the transmission of electronic mail or documents by electronic means. This exclusion shall not apply if **You** can prove, to **Our** reasonable satisfaction, that the liability to **You** would have attached in the absence of the fact that the business was conducted and/or transacted via the **Internet, Intranet, Extranet** and/or via **Your** own website, **Internet** site, web-address and/or via the transmission of electronic mail or documents by electronic means.

3.17 Data Protection

Any **Claim** or liability directly or indirectly arising from any data related loss, including but not limited to any misuse of data and/or any data breach, whether brought pursuant to the Data Protection Acts 1984 and/or 1998 and/or any other applicable Act, directive or regulation and/or otherwise.

3.18 Maintaining Insurance

Any **Claim** arising out of the failure to arrange and/or maintain insurance.

3.19 Specific Medical Conditions

Any **Claim** or liability arising from Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or Creutzfeldt-Jakob Disease (CJD) or any other syndrome, condition or virus, howsoever it may be named. This exclusion shall not exclude any **Claim** made against **You** by or on behalf of a patient for a **Wrongful Act** committed in the course of providing care and/or treatment and/or testing of any person for any syndrome, condition or virus listed above.

3.20 Wrongful Detention

Any **Claim** or liability arising from any unlawful detention in breach of the Mental Health Act 1983, the Mental Health Act 2007, the Mental Capacity Act 2005, the Human Rights Act 1998 or common law.

3.21 Pollution

Any **Claim** or loss directly or indirectly caused by or contributed to by or arising from any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind.

3.22 Radioactivity

Any **Claim** or loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity (except for any **Claim** by a patient relating to the therapeutic use of radioactivity) from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.23 Claims against Medical Practitioners

Any **Claim** made against any medical practitioner, dentist or midwife alleging any act, error or omission committed in the course of their duties as qualified medical practitioners. This exclusion shall not exclude any **Claim** made against **You** by or on behalf of a patient for a **Wrongful Act** committed by any medical practitioner, dentist or midwife in the course of their duties as qualified medical practitioners whilst working for and on **Your** behalf only.

3.24 War

Any **Claim** or loss directly or indirectly caused by or contributed to by or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority.

Notwithstanding the above, this exclusion shall not exclude any **Claim** by or on behalf of a patient for a **Wrongful Act** committed in the course of services or contractual obligations undertaken by **You** to that patient in the course of **Your Profession** or in the provision of **Good Samaritan Acts**.

3.25 Terrorist Action

Any **Claim** or loss directly or indirectly caused by or contributed to by or arising from any **Terrorist Action**.

This exclusion also excludes loss, damage, costs or expense of whatsoever nature arising from a **Claim** or loss directly or indirectly caused by or contributed to by or arising from any action taken in controlling, preventing or suppressing any **Terrorist Action**.

In the event of any portion of this exclusion being found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Notwithstanding the above, this exclusion shall not exclude any **Claim** by or on behalf of a patient for a **Wrongful Act** committed in the course of services or contractual obligations undertaken by **You** to that patient in the course of **Your Profession** or in the provision of **Good Samaritan Acts**.

3.26 Jurisdictional and Territorial Limits

Any:

- a) legal proceedings brought outside the Jurisdiction stated in the **Schedule** or brought in a court of law within the Jurisdiction stated to enforce a judgment or order made outside the Jurisdiction; or
- b) any **Wrongful Act** occurring outside the Territorial Limits shown in the **Schedule**.

3.27 Retroactive Date

Any **Claim** or **Defence Costs and Expenses** arising directly or indirectly from any act, error, omission or event occurring wholly or in part before the Retroactive Date (if any) stated in the **Schedule**.

3.28 Change in Directors or Shareholders

Any **Claim** or **Defence Costs and Expenses** arising directly or indirectly from any change in Directors or Shareholders during the **Period of Insurance**, where:

- a) more than 50% of the **Company's** directors resign or are removed from office within any 90 day period; or
- b) any person, whether or not an existing shareholder, acquires a controlling interest in the **Company**

Notwithstanding the above, this exclusion shall not exclude any **Claim** by or on behalf of a patient for a **Wrongful Act** committed prior to the date of the first of such resignations or removals or such change of control.

"Controlling interest" means shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of the **Company** for the time being in issue 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.

4 CONDITIONS

4.1 Notification

It is a condition precedent to the right to be indemnified under this **Policy** that **You** shall give notice in writing as soon as reasonably practicable during the **Period of Insurance**:

- a) of any **Claim** made against **You**;
- b) of the receipt of notice from any person of an intention to make a **Claim** against **You**;
- c) of any circumstances of which **You** shall become aware during the **Period of Insurance** which may give rise to a **Claim** against **You**

Where **You** have during the **Period of Insurance** given written notice under sub-paragraph (b) or (c) including full particulars of the circumstances, including the dates and persons involved and the reasons for believing that they may give rise to a **Claim**, any **Claim** to which that notice or circumstance may give rise, after the expiration of the **Period of Insurance**, shall be deemed for the purpose of this **Policy** to have been made on the date of notification.

It is hereby understood and agreed that notwithstanding the **Excess**, any **Claim**, complaint or threat of action must be notified to **Us** immediately and handled and controlled by **Us** (as

provided below) or no indemnity shall be afforded by this **Policy** in respect of any such **Claim**, complaint or threat of action.

This condition precedent defines the risk as a whole and, subject to the application of, and **Your** compliance with, the other terms within this **Policy**, **Our** liability to indemnify **You** under this **Policy** will be triggered only by compliance with this condition precedent.

4.2 No Admission of Liability/Claims Control

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

- a) **You** shall not make any express or implied admission of liability or other arrangement, offer, promise or payment or incur or agree to incur any **Defence Costs and Expenses** without **Our** prior written consent. **We** are entitled at **Our** absolute discretion to take control of the investigation, defence and settlement of any **Claim** or to prosecute in **Your** name for **Our** own benefit any **Claim** for indemnity or otherwise against any third party. **You** shall give all such information, co-operation and assistance as **We** may reasonably require to enable **Us** or any person appointed to act on **Our** behalf to investigate any **Claim** under this **Policy** and **Our** possible liability and to conduct the investigation, defence or settlement of the **Claim**. **You** shall at **Your** own expense provide any person appointed by **Us** with all information, evidence, documents and assistance as may be required for the proper and efficient conduct of any **Claim**. **You** shall in the conduct of any **Claim** comply with all rules of Court and orders made by the Court, shall follow all reasonable advice given by any Solicitors appointed by **Us**, shall attend any hearings, meetings or conferences as may reasonably be required and shall sign any documents as may reasonably be required.
- b) **We** shall not settle any **Claim** without **Your** consent. If however **You** refuse to consent to any settlement recommended by **Us** and shall elect to contest a **Claim**, then **Our** liability for such **Claim** (including **Defence Costs and Expenses**) shall not exceed the amount for which the **Claim** could have been settled inclusive of **Defence Costs and Expenses** incurred up to the date of such refusal, and then only up to the **Limit of Indemnity**.

This condition precedent defines the risk as a whole and, subject to the application of, and **Your** compliance with, the other terms within this **Policy**, **Our** liability to indemnify **You** under this **Policy** will be triggered only by compliance with this condition precedent.

4.3 Fair Presentation

You shall comply and continue to comply with **Your** duty of **Fair Presentation**, and provide to **Us** a **Fair Presentation** of the risk at inception, renewal and variation of this **Policy**.

A "**Fair Presentation** of risk" means **You** must disclose to **Us**:

- a) every material circumstance which **You** know or ought to know (including matters known to those responsible for **Your** insurance, and, if **You** are not an individual, matters known to **Your** senior management); or
- b) information to put **Us** on notice that **We** need to make further enquiries for the purpose of revealing those material circumstances; and
- c) such disclosure is in a manner which would be reasonably clear and accessible to **Us**; and
- d) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence **Our** judgement as a prudent insurer in determining whether to take the risk insured by this **Policy** and if so on what terms.

In the event of any failure by **You** to provide such a **Fair Presentation** of risk:

- (i) **We** may avoid this **Policy** and refuse all **Claims** if:
 - (a) such failure was deliberate or reckless and/or
 - (b) **We** would not have entered into this **Policy** on any terms if **You** had made a **Fair Presentation** of the risk.

Should **We** avoid the **Policy**, **We** will return the **Premium** paid to **You** unless such failure was deliberate or reckless.

- (ii) if **We** would have entered into the **Policy** but on different terms had **You** made a **Fair Presentation** of the risk

We may:

- (a) reduce proportionately the amount to be paid on any **Claim** if **We** would have charged a higher **Premium** calculated by applying the percentage that the actual **Premium** charged bears to the higher **Premium**
- (b) treat the **Policy** as entered into on any such different terms (other than relating to the **Premium**) that **We** would have entered into had **You** made a **Fair Presentation** of risk.

A breach will be deliberate if **You** know that **You** are in breach of the duty. It will be reckless if **You** do not care whether **You** are in breach of the duty.

4.4 QC Clause

You shall not be required to contest any legal proceedings unless Counsel of not less than fifteen years standing (to be selected by **Us** after consultation with **You**) should advise that such proceedings can be contested with a reasonable prospect of success.

4.5 Premium Payment

- 4.5.1. **You** undertake that the **Premium** will be paid in full to **Us** within sixty days of inception of this **Policy** (or, in respect of instalment **Premiums**, when due).
- 4.5.2. If the **Premium** has not been so paid to **Us** by the sixtieth day from the inception of this **Policy** (and, in respect of instalment **Premiums**, by the date they are due) **We** shall have the right to cancel this **Policy** by notifying **You** via **Your** broker or agent in writing. In the event of cancellation, **Premium** is due to **Us** on a pro rata basis for the period that **We** are/were on risk but the full **Policy Premium** shall be payable to **Us** in the event that a notification is made prior to the date of termination which gives rise to a **Claim** under this **Policy**.
- 4.5.3. It is agreed that **We** shall give not less than 15 days prior notice of cancellation to **You** via **Your** broker or agent. If **Premium** due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.
- 4.5.4. Where the **Premium** is to be paid through a London Market Bureau, payment to **Us** will be deemed to occur on the day of delivery of a **Premium** advice note to the Bureau.

4.6 Dishonest and Fraudulent Claims

If **You** make any **Claim** for indemnity knowing the same to be false or fraudulent as regards amount or otherwise, **We** are not liable to pay the entire **Claim** (including any parts of the **Claim** which are genuine) and are entitled to recover from **You** any sums paid in respect of the fraudulent **Claim**. **We** are further entitled, at **Our** election, to give notice to **You** to terminate the **Policy**, with effect from the date of the fraudulent event, such notice to be given within 30 days of **Our** absolute knowledge of the fraudulent **Claim** and to retain the **Premium** in its entirety.

If **You** make a legitimate **Claim** but later deploy a fraudulent device to increase its chances of recovery, **We** may, at **Our** election, give notice to terminate the contract from the moment that the device was deployed, such notice to be given within 30 days of **Our** absolute knowledge of the deployment of the fraudulent device and to retain the **Premium** in its entirety.

If **We** discover at a later date that **You** have made a fraudulent **Claim**, **We** may, at **Our** election, give notice to **You** to terminate the **Policy** retrospectively, with effect from the date of the fraud, such notice to be given within 30 days of **Our** absolute knowledge of the fraud, and to retain the **Premium** in its entirety.

Our knowledge is "absolute" once **We** have completed **Our** investigation of any suspected false or fraudulent act, including, where appropriate, obtaining further information from **You**.

4.7 Subrogation

We agree not to exercise **Our** subrogated rights of recovery against any of **Your Employees** unless the payment giving rise to such right has been brought about or contributed to by the malicious, dishonest, fraudulent or criminal act or omission of that **Employee**, or that **Employee** has the benefit or was required under the terms of his or her contract with you to have the benefit of liability insurance or other indemnity arrangements in respect of any such **Claim**.

4.8 Avoidance of Policy

In the event of **Our** being at any time entitled to avoid this **Policy** ab initio by reason of **Your** breach of the duty of **Fair Presentation**, whether by deliberate or reckless breach of that duty or where, in the absence of that breach, **We** would not have agreed to insure **You** on any terms, **We** may at **Our** election, instead of avoiding this **Policy** ab initio give notice in writing to **You** that **We** still regard this **Policy** as of full force and effect save that there shall be excluded from the indemnity afforded hereunder any **Claim** which has arisen or which may arise and which is related to circumstances which ought to have been disclosed but which were not disclosed to **Us**. This **Policy** shall then exclude such **Claims** or circumstances as if such an exclusion had been specifically endorsed ab initio.

4.9 Cancellation

This **Policy** may be cancelled at any time by or on **Our** behalf by 30 days notice given in writing to **You** at the address stated in the **Schedule** or at **Your** last known address or Registered Office (if a **Company**), and the **Premium** shall be adjusted on the basis of **Us** retaining pro rata **Premium**.

4.10 Employee Indemnity

We agree at **Your** request to provide indemnity under this **Policy** to any of **Your Employees** or past **Employees** as though that person were an **Insured** hereunder, subject to that person agreeing to be bound by all the terms, conditions and limitations of this **Policy**, and subject to this Condition not increasing the **Limit of Indemnity**. This Condition is not intended to make **Your Employees** or past **Employees** parties to this **Policy**.

This Condition does not apply to any medical practitioner, dentist or midwife in respect of any

act, error or omission committed or alleged to have been committed in the course of their duties as qualified medical practitioners.

4.11 Registration and Licensing

You shall ensure and record throughout the **Period of Insurance** that all medical practitioners, dentists, nurses or midwives (whether they are an **Insured, Your Employee** or any sub-contractor of **Yours**) hold valid licences to practise in their respective specialisations and maintain registration with the GMC, GDC, NMC or equivalent organisation at all times.

4.12 Medical Unions and Societies and other Insurance

You shall ensure and record throughout the **Period of Insurance** that any medical practitioner, dentist or midwife (whether they are an **Insured, Your Employee** or any sub-contractor of **Yours**) shall belong to and shall subscribe to the Medical Defence Union or Medical Protection Society or the Royal College of Nursing or Royal College of Midwives or other equivalent organisation or shall be otherwise insured under a separate **Policy** of insurance against their own malpractice, professional acts, errors, omissions or negligence.

4.13 Loss Avoidance

You shall at all times take all reasonable steps to avoid or minimise loss hereunder.

You at all times shall ensure:

- a) all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
- b) no medication shall be administered to a patient except in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968);
- c) any device or instrument used or intended for use in the performance of **Your** professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be:

handled, used and stored in accordance with the manufacturers' instructions and where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:-

- i. using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer;
- ii. in accordance with Department of Health guidelines or equivalent.

In addition, any surface which such device or instrument are likely to come into contact with or which has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected by the use of an effective disinfectant in accordance with the manufacturers' instructions and Department of Health guidelines or equivalent

- d) before the commencement of the employment of any **Employee**, **You** use best endeavours to ensure that references are taken up and qualifications checked, all gaps in employment history are checked and all relevant local authority and police checks are undertaken.

4.14 Maintain Records

You at all times shall:

- a) maintain accurate descriptive records of all professional services and equipment used in

procedures which shall be available for inspection and use by **Us** or **Our** duly appointed representatives insofar as they pertain to any **Claim** hereunder; and

- b) retain the records referred to in 4.14(a) above for a period of at least seven (7) years from the date of treatment and, in the case of a minor, for a period of at least (7) years after that minor would attain majority; and
- c) give to **Us** or **Our** duly appointed representatives such information, assistance, signed statements or depositions as **We** may require; and
- d) assist in the defence of any **Claim** without any charge to **Us**.

4.15 Contracts (Rights of Third Parties) Act 1999

A 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** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

4.16 Data Protection Act 1998

It is agreed by you that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling **Claims**, if any, which may necessitate providing such information to third parties.

5. GOVERNING LAW AND DISPUTES

- 5.1 This **Policy** shall be governed by the Laws of England and Wales and **You** and **We** agree to submit to the non-exclusive jurisdiction of the English Courts.

6 SINGLE POLICY AND COMPANY AUTHORISATION

- 6.1 Save as expressly provided to the contrary, this **Policy** shall be deemed to be a single unitary **Policy** and not a severable **Policy** or a series of individual policies with each of the **Insureds**.
- 6.2 The **Insureds** and each of them agree that **We** may deal with the **Company** (or if there is more than one **Company**, the **Company** named first in the **Schedule**) who shall act on behalf of all other **Insureds** in respect of all matters under and in connection with this **Policy**.

7 POLICYHOLDER COMPLAINTS

Unless specifically agreed to the contrary this insurance shall be subject to English Law. Any enquiry or complaint should be addressed in the first instance to **Your** broker or agent.

If following the above procedure **Your** complaint has not been resolved **You** should write to:

The Chief Executive
Novae Underwriting Limited
21 Lombard Street, London
EC3V 9AH
E-mail: complaints@novae.com

If **You** are still not satisfied with the way a complaint has been dealt with **You** may ask the Complaints Department at Lloyd's to review **Your** case without prejudice to **Your** rights in law.

The address is:
Policyholder and Market Assistance Lloyd's
One Lime Street, London
EC3M 7HA
E-mail: compliance@lloyds.com

This complaints procedure is without prejudice to **Your** right to take legal proceedings.

8 DEFINITIONS

In this **Policy**:

- a) Reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this **Policy**, and where appropriate shall include references to equivalent foreign legislation.
 - b) If any term, condition, exclusion or **Endorsement** or part hereof is found to be invalid or unenforceable the remainder shall be in full force and effect.
 - c) The headings herein are for reference only and shall not be considered when determining the meaning of this **Policy**.
 - d) References to the singular shall include the plural; references to the male gender shall include the female.
 - e) The following words and phrases shall have the following meanings:
- 8.1 "**Claim**" means any demand from, or assertion of a right against, **You** alleging a **Wrongful Act** which is communicated to **You**.
- 8.2 The "**Company**" means the **Company** or other firm, partnership or individual stated in the **Schedule**.
- 8.3 "**Defence Costs and Expenses**" means legal costs and expenses reasonably incurred by or on **Your** behalf in the investigation and defence of a **Claim** with **Our** prior written and continuing consent. It does not include **Your** own costs and expenses or the costs of any of **Your Employees**.
- 8.4 "**Endorsement**" means any **Endorsements** issued by **Us**, attached to and expressly intended to form part of this **Policy**.
- 8.5 "**Employee**" means any person or volunteer other than a partner, principal or director of **Your Company**, who is under a contract of service or apprenticeship, supplied to, hired, or borrowed by **You**, or under any work experience or similar scheme, whilst employed or engaged by and under **Your** control in connection with **Your Profession**.
- 8.6 "**Excess**" means the amount stated in the **Schedule**, which shall apply to all **Claims** under all Insuring Clauses including **Defence Costs and Expenses**.
- 8.7 "**Extranet**" means a restricted-access group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 8.8 "**Fair Presentation**" means **Your** duty to provide **Us** with a **Fair Presentation** of the risk, as defined in Section 3 of the Insurance Act 2015.
- 8.9 "**Good Samaritan Acts**" means any first aid or emergency medical assistance provided by **You**

when present at any emergency by chance or in response to any call for emergency assistance, but it does not include any assistance provided for any valuable consideration unless that consideration forms part of **Your** normal income.

- 8.10 “**Internet**” means the worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 8.11 “**Intranet**” means one or more inter-connected networks with access restricted to **You** or persons authorised by **You** via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 8.12 “**Limit of Indemnity**” means the amount stated in the **Schedule** and is the maximum amount payable by **Us** under this **Policy** irrespective of the number of **Claims** made and/or the number of Claimants and/or the number of Insureds. The payment of any **Claim** or any **Defence Costs and Expenses** in respect of any one Insured shall reduce the **Limit of Indemnity** available in respect of any other **Claim** or **Defence Costs and Expenses** involving the same or any other Insured.
- 8.13 “**Medicinal Product**” means any substance or combination of substances presented as having properties of preventing or treating disease in human beings and/or any substance or combination of substances that may be used or administered to human beings with a view to restoring, correcting or modifying a physiological function by exerting a pharmacological, immunological or metabolic action, or making a medical diagnosis.
- 8.14 “**Period of Insurance**” means the period stated in the **Schedule**.
- 8.15 “**Policy**” means this **Policy** wording, the **Schedule**, and **Endorsements** and any other documents expressly incorporated into this **Policy**.
- 8.16 “**Premium**” means the amount stated in the **Schedule**, which shall be subject to Insurance Premium Tax at the rate from time to time in force.
- 8.17 “**Proposal**” means all the information supplied to **Us** (whether by written, electronic or any other means) by **You** or any individual acting as a broker or agent of **Yours** in compliance with **Your** duty of **Fair Presentation** and which has been specifically seen and agreed by **Us**.
- 8.18 “**Schedule**” means the document entitled “**Schedule**” attached to this **Policy**.
- 8.19 “**Terrorist Action**” means any actual or threatened:
- a) use of force or violence against persons or property, or
 - b) commission of an act dangerous to human life or property, or
 - c) commission of an act that interferes with or disrupts an electronic or communications system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority, or military force, when any of the following applies:

- i. the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or
- ii. the apparent intent or effect is to cause alarm, fright, fear of danger, or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or

- iii. the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

8.20 “**You/Insured/Your**” means:

- a) The **Company**;
- b) Any individual who is, has been or may during the **Period of Insurance** become a principal, partner or director of the **Company**, but only in respect of **Claims** arising out of work carried out for or on behalf of the **Company**, or when providing **Good Samaritan Acts**.
- c) Where the **Company** is a partnership, any predecessor in business of the **Company**, but only to the extent of the liability attaching to the partnership.

8.21 “**Your Profession**” means the business, profession or services described in the **Schedule** and/or as specifically agreed by **Us**.

8.22 “**We/Insurer/Our/Us/Ourselves**” means Novae Underwriting Limited.

8.23 “**Wrongful Act**” means any negligent clinical/medical act, negligent clinical/medical error or negligent clinical/medical omission.

ENDORSEMENTS

The following **Endorsements** attach to and form part of **Policy** Number **8F9200MMA180** in the name of **Ashley Simpson Davies** :

It is a condition precedent to the cover provided by this **Policy** that **You** only use registered and regulated products and that where applicable no product is administered to a patient except in accordance with the prescription of an appropriate practitioner.

It is a condition precedent to the right to be indemnified under this **Policy** that patient consent / information / aftercare and medical history forms are completed, signed and dated by patients and **You** prior to any treatment and retained thereafter.

All other terms, conditions, exclusions and limitations in this **Policy** remain unaltered.