



**MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE)
& PUBLIC LIABILITY INSURANCE FOR INDIVIDUALS AND SMALL COMPANIES**

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

POLICY NUMBER: MEDMAL00000815

This is to certify that, in consideration of the payment of the **Premium** specified, **We** are bound to insure in accordance with the terms and conditions contained in this **Policy** and any **Endorsements**.

Please read this Policy carefully.

Authorised Signatory

A handwritten signature in black ink, appearing to read "Ross Loudon". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ross Loudon,
Director,
For and on behalf of Axis Underwriting Limited.

Date: 30/01/2019



SCHEDULE

| | | |
|-----|--|--|
| 1. | Policy Number | MEDMAL00000815 |
| 2. | Name(s) and Address of the Insured(s) | Miss Sylvia Dryden 11 The Hermitage, CHESTER LE STREET, DH2 3RG |
| | Business Name | Sylvia Dryden ta Sylvia Dryden |
| 3. | Period of Insurance | From: 31/01/2019 To: 30/01/2020 Both days inclusive, local standard time, at the address of the Insured |
| 4. | Aggregate Limit of Indemnity | £1,000,000 inclusive of Defence Costs and Legal Expenses |
| 5. | Limit of Indemnity for Medical Professional Liability | £1,000,000 Each and every Claim , each and every claimant inclusive of Defence Costs and Legal Expenses |
| 6. | Limit of Indemnity for Public Liability | £1,000,000 Each and every Claim , each and every claimant inclusive of Defence Costs and Legal Expenses |
| 7. | Excess | £500 inclusive of Defence Costs and Legal Expenses Except where a different sum is stated within an Insuring Clause |
| 8. | Premium | £375.00 Plus UK Insurance Premium Tax: £45.00 Total Premium: £420.00 |
| 9. | Your Profession | Nurse - Aesthetic (Botox / Dermal Fillers) |
| 10. | Jurisdiction and choice of Law | Jurisdiction: High Court of England and Wales Choice of Law: England and Wales |
| 11. | Territorial Limits: | UK |
| 12. | Retroactive Date | 31/01/2019 |
| 13. | Address for notification of Circumstances, Claims and Court Proceedings, and for cancellation requests. | Insync Insurance Solutions Ltd, 9 Albany Park, Cabot Lane, Poole, Dorset, BH17 7BX |



INTRODUCTION

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**. They set out what is and what is not covered, are legal documents and should be kept in a safe place.

Please check that this **Policy** (including the **Schedule** and any **Endorsements** added at any time) meet **Your** needs and that **You** understand them. If **You** have any questions about this **Policy**, or if you consider that they do not meet **Your** needs, please contact **Your** broker or agent who will be pleased to help **You**.

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 **Policy** during the **Period of Insurance**, subject to its terms and conditions.

Some of the clauses in the **Policy** are described as conditions precedent to the right to be indemnified. If you fail to follow these requirements then **We** may have the right to reject your request for indemnity.

INFORMATION GIVEN TO US

In deciding to accept **You** as an **Insured** for 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 information that **You** know or ought to know. Anyone else responsible for **Your** insurance arrangements also has a duty to inform **Us** of every material information that they know or ought to know. All such material information should be provided 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.

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1 WHAT IS COVERED

1.1 Medical Professional Liability (Medical Malpractice)

We shall indemnify **You** for all sums which **You** shall become legally liable to pay to a claimant (including damages, interest and the claimant's legal costs and expenses) as the result of any **Claim** first made against **You** during the **Period of Insurance** resulting from any **Wrongful Act** alleged to have been committed by **You** (or any director, partner or employee of **Yours**, if **You** are a company), in the course of services provided by **You** (or any director, partner or employee of **Yours**, if **You** are a company) to a patient or patients in the course of **Your Profession** or in the provision of **Good Samaritan Acts**.

We shall also indemnify **You** for all sums which **You** shall become legally liable to pay to the Compensation Recovery Unit as the result of any such **Claim**.

We will also indemnify **You** against **Defence Costs and Expenses** incurred with **Our** prior written consent in the investigation, defence, handling or settlement of any **Claim** covered under this Insuring Clause.

Our maximum payment under this Insuring Clause in respect of each and every such **Claim** and each and every such claimant, and in respect of any payment to the Compensation Recovery Unit resulting from that same **Claim** and in respect of any **Defence Costs and Expenses** incurred in relation to that same **Claim** together shall not exceed the **Limit of Indemnity for Medical Professional Liability** stated in the **Schedule** in any **Period of Insurance**

1.2 Public Liability

We shall indemnify **You** for all sums which **You** shall become legally liable to pay to a claimant (including damages, interest and claimant's legal costs and expenses) for any **Claim** in respect of any alleged:

- bodily injury, mental injury, illness, disease or death, and/or
- wrongful arrest or false imprisonment (but not any detention allegedly in breach of the Mental Health Act 1983, the Mental Health Act 2007 or the Mental Capacity Act 2005), and/or
- loss of or damage to tangible property,

as long as that **Claim** arises from an accident or incident that took place during the **Period of Insurance**, and as long as the accident or incident was in connection with **Your Profession**.

We shall also indemnify **You** for all sums which **You** shall become legally liable to pay to the Compensation Recovery Unit as the result of any such **Claim**.

We will also indemnify **You** against **Defence Costs and Expenses** incurred with **Our** prior written consent in the investigation, defence, handling or settlement of any **Claim** covered under this Insuring Clause.

Our maximum payment under this Insuring Clause in respect of each and every such **Claim** and each and every such claimant, and in respect of any payment to the Compensation Recovery Unit resulting from that same **Claim** and in respect of any **Defence Costs and Expenses** incurred in relation to that same **Claim** together shall not exceed the **Limit of Indemnity for Public Liability** stated in the **Schedule** in any **Period of Insurance**.



1.3 Loss of Documents

We shall indemnify **You** for any reasonable cost or expense incurred by **You** in replacing or restoring **Documents** which **You** (or any director, partner or employee of **Yours**, if **You** are a company) discover to be lost or damaged during the **Period of Insurance**, up to a maximum payment of GBP5,000 in any **Period of Insurance**, and subject to the terms and conditions of this **Policy** and the specific conditions set out in the rest of this Insuring Clause.

For the purposes of this Insuring Clause only, "**Documents**" means written or printed (hard copy) documents that **You** (or any director, partner or employee of **Yours**, if **You** are a company) are required to keep for the purposes of the conduct of the **Your Profession**, and includes patient medical records, agreements, books, letters, certificates and forms. **Documents** does not include computer data, bearer bonds, coupons, bank-notes, currency notes or negotiable instruments.

It is a condition precedent to indemnity under this Insuring Clause that **You** notify **Us** of the loss of or damage to **Documents** as soon as practicable after **You** discover that loss or damage, and within the **Period of Insurance**.

It is a condition precedent to indemnity under this Insuring Clause that before **You** incur any cost or expense in replacing or restoring **Documents**, **You** obtain **Our** approval in principle to incur such costs.

Your claim for indemnity under this Insuring Clause must be supported by receipts, invoices, bills or accounts to evidence the costs and expenses incurred by **You**.

No **Excess** applies to this Insuring Clause.

This Insuring Clause will not indemnify **You** against any costs or expenses for which **You** are entitled to an indemnity under any other part of this **Policy**, or for which **You** (or any director, partner or employee of **Yours**, if **You** are a company) are entitled to any indemnity under any other insurance policy or indemnity arrangement.

1.4 Premises

We shall indemnify **You** for all sums which **You** shall become legally liable to pay to a claimant (including damages, interest and the claimant's legal costs and expenses) as the result of any **Claim** first made against **You** during the **Period of Insurance** resulting from any alleged loss or damage to premises (including fixtures and fittings) leased, rented or hired by **You** for the purposes of **Your Profession**, subject to the terms and conditions of this **Policy** and the specific conditions set out in the rest of this Insuring Clause.

We will also indemnify **You** against **Defence Costs and Expenses** incurred with **Our** prior written consent in the investigation, defence, handling or settlement of any **Claim** covered under this Insuring Clause.

Our maximum payment under this Insuring Clause in respect of each and every such **Claim** and each and every such claimant and in respect of any **Defence Costs and Expenses** incurred in relation to that same **Claim** together shall not exceed of GBP10,000 in any **Period of Insurance**.

For the purposes of this Insuring Clause only, the **Excess** is £100. If the loss or damage to the premises was caused by fire or explosion, no **Excess** applies.

We will not indemnify you in respect of any increased scope or amount of liability assumed by **You** under a contract, agreement express warranty or guarantee, which would not have attached in the absence of such contract, agreement warranty or guarantee.



1.5 Legal Costs and Other Expenses

We will indemnify **You** against **Defence Costs and Expenses** incurred with **Our** prior written consent in the investigation, defence, handling or settlement of any criminal court proceedings first commenced during the **Period of Insurance** against **You** (or against any director, partner or employee of **Yours**, if **You** are a company) in respect of an alleged breach of the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, and where the alleged breach took place in connection with **Your Profession**, subject to the terms and conditions of this **Policy** and the specific conditions set out in the rest of this Insuring Clause.

Where **We** have indemnified **You** against **Defence Costs and Expenses** in relation to criminal court proceedings, **We** will also indemnify **You** against **Defence Costs and Expenses** incurred with **Our** prior written consent in appealing against **Your** conviction (or the conviction of any director, partner or employee of **Yours**, if **You** are a company) in those specific proceedings, subject to the terms and conditions of this **Policy** and the specific conditions set out in the rest of this Insuring Clause.

Our maximum payment under this Insuring Clause in respect of any such **Defence Costs and Expenses** shall not exceed of GBP10,000 in any **Period of Insurance**.

No **Excess** applies to this Insuring Clause.

It is a condition precedent to indemnity under this Insuring Clause that if **You** (or any director, partner or employee of **Yours**, if **You** are a company) become aware of any circumstances that could lead to criminal court proceedings against **You** (or any director, partner or employee of **Yours**, if **You** are a company) under the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, that **You** notify **Us** of those circumstances as soon as practicable and within the **Period of Insurance**.

Where **You** have notified us of any such circumstances, if criminal court proceedings are commenced arising from those circumstances, for the purposes of this Insuring Clause **We** will treat those proceedings as if they were commenced during the **Period of Insurance**.

We shall not indemnify **You** in respect of criminal court proceedings which arise out of any deliberate act or omission by **You** (or out of any deliberate act or omission by any director, partner or employee of **Yours**, if **You** are a company). If **You** or any director, partner or employee of **Yours** is found by the criminal court to have breached the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 because of a deliberate act or omission, then **We** are entitled to recover from **You** any indemnity we may already have paid in respect of **Defence Costs and Expenses** incurred in relation to those criminal proceedings or appeal.

1.6 Breach of Confidence

We shall indemnify **You** for all sums which **You** shall become legally liable to pay to a claimant (including damages, interest and the claimant's legal costs and expenses) as the result of any **Claim** first made against **You** during the **Period of Insurance** resulting from any alleged breach of confidence committed by **You** (or any director, partner or employee of **Yours**, if **You** are a company), in connection with **Your Profession**, and not arising as a result of the malfunction or misuse of any website, social media platform, electronic messaging service or computer system, subject to the terms and conditions of this **Policy** and the specific conditions set out in the rest of this Insuring Clause.

We will also indemnify **You** against **Defence Costs and Expenses** incurred with **Our** prior written consent in the investigation, defence, handling or settlement of any **Claim** covered under this Insuring Clause.

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Our maximum payment under this Insuring Clause in respect of each and every such **Claim** and each and every such claimant and in respect of any **Defence Costs and Expenses** incurred in relation to that same **Claim** together shall not exceed of GBP100,000 in any **Period of Insurance**.

No **Excess** applies to this Insuring Clause.

1.7 Defamation (Libel and Slander)

We shall indemnify **You** for all sums which **You** shall become legally liable to pay to a claimant (including damages, interest and the claimant's legal costs and expenses) as the result of any **Claim** first made against **You** (or any director, partner or employee of **Yours**, if **You** are a company) during the **Period of Insurance** resulting from any alleged defamation (libel and/or slander) committed by **You** (or any director, partner or employee of **Yours**, if **You** are a company), in connection with **Your Profession**, subject to the terms and conditions of this **Policy** and the specific conditions set out in the rest of this Insuring Clause.

We will also indemnify **You** (or any director, partner or employee of **Yours**, if **You** are a company) against **Defence Costs and Expenses** incurred with **Our** prior written consent in the investigation, defence, handling or settlement of any **Claim** covered under this Insuring Clause.

Our maximum payment under this Insuring Clause in respect of each and every such **Claim** and each and every such claimant and in respect of any such **Defence Costs and Expenses** incurred in relation to that same **Claim** together shall not exceed of GBP100,000 in any **Period of Insurance**.

No **Excess** applies to this Insuring Clause.

We shall not indemnify **You** (or any director, partner or employee of **Yours**, if **You** are a company) in relation to any such **Claim** or any such **Defence Costs and Expenses** where the words written or spoken by **You** (or any director, partner or employee of **Yours**, if **You** are a company) giving rise to the **Claim** were written or spoken maliciously, or not in good faith, or recklessly, or where **You** (or any director, partner or employee of **Yours**, if **You** are a company) knew that they were untrue. If **You** (or any director, partner or employee of **Yours**, if **You** are a company) admit, or if a court finds, that the words were written or spoken maliciously, or not in good faith, or recklessly, or that **You** (or any director, partner or employee of **Yours**, if **You** are a company) knew that they were untrue, then **We** are entitled to recover from **You** any indemnity we may already have paid in respect of **Defence Costs and Expenses** incurred in relation to that **Claim**.

2. THE EXCESS AND THE LIMIT OF INDEMNITY

We shall only be liable under this **Policy** to the extent that the amount to be paid in respect of any **Claim** or associated **Defence Costs and Expenses** exceeds the **Excess**, and as long as **You** have paid the applicable **Excess** in respect of that insured incident or **Claim** or associated **Defence Costs and Expenses**.

The **Aggregate Limit of Indemnity** for this **Policy** is stated in the **Schedule**. That is the maximum amount payable by **Us** under this **Policy**, under all the Insuring Clauses, and irrespective of the number of **Claims** made or the number of claimants or the number of insured incidents. A payment by **Us** under any Insuring Clause or in respect of any **Claim** or any **Defence Costs and Expenses** shall therefore reduce the indemnity available in respect of any other insured incident, **Claim** or **Defence Costs and Expenses**.

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3. AGGREGATION OF CLAIMS

A separate **Excess** shall apply to each and every **Claim** and each and every claimant.

A separate Limit of Indemnity or maximum payment under any Insuring Clause shall apply to each and every **Claim** and each and every claimant.

If a single claimant makes a **Claim** that includes allegations that fall to be indemnified under more than one Insuring Clause of this **Policy**, then for each and every Insuring Clause that is triggered **We** will treat that allegation as a separate **Claim** such that a separate **Excess** and a separate Limit of Indemnity or maximum payment applies.

The following exceptions apply.

If more than one claimant make separate **Claims** that fall to be indemnified under the Public Liability Insuring Clause of this **Policy**, and those **Claims** arise out of the same accident or incident, then **We** will treat that as one **Claim** such that only one **Excess** is payable and only one **Limit of Indemnity for Public Liability** is available.

If a single claimant makes a **Claim** that includes allegations that fall to be indemnified under the Medical Professional Indemnity Insuring Clause of this **Policy** and also under the Public Liability Insuring Clause of this **Policy**, then **We** will treat that as one **Claim** and only one **Excess** is payable and only one **Limit of Indemnity for Medical Professional Liability** is available, and the **Limit of Indemnity for Public Liability** will not be available.

4. EXCLUSIONS

We shall not be liable for:

4.1 Known **Claims** and circumstances

If **You** knew or ought to have known about a **Claim** before this **Policy** inception, or if **You** ought to have notified a **Claim** to a previous insurer or indemnity provider, then **We** shall not indemnify **You** in relation to that **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**).

If **You** knew or ought to have known, before this **Policy** inception, about circumstances or occurrences that a reasonable person would believe could give rise to a **Claim**, or if **You** ought to have notified such circumstances to a previous insurer or indemnity provider, then **We** shall not indemnify **You** in relation to any **Claim** arising out of those circumstances or occurrences (nor for any **Defence Costs and Expenses** relating to that **Claim**).

4.2 Other Insurance

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) for which **You** are, or but for the existence of this **Policy** would be, entitled to indemnity under any other insurance or indemnity arrangements.

4.3 Fraud and Dishonesty

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) where the matters giving rise to the **Claim** were directly or indirectly caused or contributed to by any actual or alleged malicious, dishonest or fraudulent act or omission on **Your** part (or the part of any director, partner or employee of **Yours**, if **You** are a company).

4.4 Fines and Penalties

We shall not indemnify **You** in respect of any taxes, fines, penalties, or any other kind of non-compensatory damages.



4.5 Property Liability

Except to the extent specifically set out in Insuring Clause 1.4, **We** shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), loss, costs or expenses arising from any damage to or destruction of any property or loss of use of that property, caused by or relating to any property, equipment and/or fixtures and fittings owned by **You** and/or for which **You** are legally responsible.

Except to the extent specifically set out in Insuring Clause 1.5, **We** shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), loss, costs or expenses arising from any actual or alleged breach of any duty owed by **You** (or any director, partner or employee of **Yours**, if **You** are a company) as the owner or occupier of any land or buildings, including any obligation under any Health & Safety Legislation.

4.6 Vehicle

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) directly or indirectly arising from the use, ownership or possession of any aircraft (including drones), watercraft, hovercraft, vessel, motor vehicle or any other vehicle or mechanically propelled mobile machinery. However, this exclusion shall not exclude any **Claims** 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.

4.7 Product Liability

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) arising out of the manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, supplied or distributed by **You**.

4.8 Employers' and Employment Liability

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) by or on behalf of **Your** employee in respect of any actual or alleged breach of any duty owed by **You** as an employer.

4.9 Deliberate Acts

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), loss, costs or expenses arising from any of the following:

- a) any **Claim** or circumstance alleging or relating to sexual harassment and/or sexual molestation and/or sexual and/or racial discrimination by **You** (or any director, partner or employee of **Yours**, if **You** are a company).
- b) any **Claim** or circumstance arising out of or in any way relating to any deliberate or wilful misconduct by **You** (or any director, partner or employee of **Yours**, if **You** are a company).
- c) The performance of **Your Profession** while **You** (or any director, partner or employee of **Yours**, if **You** are a company) is under the influence of intoxicants or narcotics.

4.10 Directors' and Officers' Liability

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), loss, costs or expenses made against **You** in **Your** capacity as a Director or Officer of any company or other entity or as a Trustee of any trust, nor shall we indemnify **You** in relation to any other liability incurred by any person in their capacity as a Director or Officer of any company or other entity or as a Trustee of any trust.



4.11 Warranties and Guarantees

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) which arises under any express indemnity, warranty (except warranty of authority) or guarantee or similar provision provided by **You** (or any director, partner or employee of **Yours**, if **You** are a company), unless **Your** liability would have arisen to the same extent in the absence of such express indemnity, warranty, guarantee or similar provision.

4.12 Trading Losses

We shall not indemnify **You** in respect of any trading losses or trading liabilities.

4.13 Insolvency

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses arising out of or relating directly or indirectly to **Your** insolvency or bankruptcy.

4.14 Associated Companies

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) made against **You** by any parent company, subsidiary or other associated company, or by any person having a financial, executive or controlling interest in **You** (if **You** are a company), unless the original **Claim** emanates from an independent third party.

4.15 Defamation and Intellectual Property Rights

Except to the extent specifically set out in Insuring Clause 1.7, **We** shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**) for defamation, libel or slander, or for passing off or breach of any copyright, patent or other intellectual property right.

4.16 Information Technology

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses 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, electronic messaging service, 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 plagiarism, passing off, product disparagement or other harm relating to the disparagement or harm to the emotions, reputation or character of a third party. However, this exclusion does not affect the cover expressly set out in Insuring Clause 1.7.

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**. For the avoidance of doubt, this exclusion applies to a failure of any electronic patient appointments system, and any **Claims** brought by a patient as a result of any ensuing delay in treatment.

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, where these arise as a result of the malfunction or misuse of any website, social media platform, electronic messaging system or computer system. However, this exclusion does not affect the cover expressly set out in Insuring Clause 1.6.

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 (including **Your** own website, other websites, social media platforms and electronic messaging services), any intranet, any extranet, or via the transmission of electronic mail or documents by electronic means. However, 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 by these means.

4.17 Data Protection

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses arising from any data related loss, including but not limited to any misuse of data and/or any data breach, arising out of any applicable data protection law, directive or regulation and/or otherwise.

4.18 Maintaining Insurance

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses arising out of the failure to arrange and/or maintain insurance.

4.19 Specific Medical Conditions

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses 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 for a Wrongful Act made against **You** by or on behalf of a patient with any syndrome, condition or virus listed above.



4.20 Specific treatments

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses arising from treatments or procedures involving the use of implants or prostheses. This exclusion is not intended to apply to the use of injectable fillers.

4.21 Wrongful Detention under the mental health laws

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses arising from any unlawful detention in breach of the Mental Health Act 1983, the Mental Health Act 2007, or the Mental Capacity Act 2005. This exclusion is not intended to affect the indemnity provided by Insuring Clause 1.2 in respect of wrongful arrest or false imprisonment allegations.

4.22 Pollution

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses directly or indirectly caused by or contributed to by or arising from any pollution, seepage, discharge, dispersal, release or escape of any solid.

4.23 Radioactivity

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses 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.

4.24 Claims against Practitioners

We shall not indemnify **You** in respect of any demand against, or assertion of a right against (nor for any **Defence Costs and Expenses** relating to that demand or assertion) any other medical practitioner, dentist, dental practitioner, midwife or nurse.

4.25 Treatment of persons under the age of 16

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses directly or indirectly arising from treatment or advice in connection with any person who was under the age of 16 at the time the treatment or advice was provided. However, this exclusion will not apply if a parent or legal guardian of that person are present at all times whilst the advice and/or treatment are provided, and the parent or legal guardian expressly consents to the advice and treatment being provided.

4.26 War

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses 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.

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4.27 Terrorist Action

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses directly or indirectly caused by or contributed to by or arising from any **Terrorist Action**, and/or any action taken in controlling, preventing or suppressing any **Terrorist Action**.

4.28 Jurisdictional and Territorial Limits

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses where:

- a) legal proceedings are brought against **You** outside the jurisdiction(s) stated in the **Schedule**, or
- b) where legal proceedings are brought against **You** within the jurisdiction stated in the **Schedule**, for the purposes of enforcing a judgment or order made outside the jurisdiction stated in the **Schedule**; or
- c) the alleged **Wrongful Act** giving rise to the legal proceedings brought against **You** took place outside the territorial limits shown in the **Schedule**.

4.29 Retroactive Date

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses arising directly or indirectly from any act, **Wrongful Act**, error, omission, accident, incident or event occurring wholly or in part before the Retroactive Date stated in the **Schedule**.

4.30 Sanctions

We shall not indemnify **You** in respect of any **Claim** (nor for any **Defence Costs and Expenses** relating to that **Claim**), losses, costs or expenses, nor shall **We** provide any other benefit under this insurance to the extent that doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

4.31 Regulatory action

We shall not indemnify **You** in respect of any investigation or any procedural action (including fitness to practice proceedings) by **Your** professional regulator or other competent body, nor for any **Defence Costs and Expenses** relating to any such investigation or action), nor for any other losses, costs or expenses relating to or arising from any such investigation or action.

5. CONDITIONS

5.1 Notification of **Claims** and court proceedings

It is a condition precedent to the right to be indemnified under this **Policy** that **You** shall give **Us** notice in writing to the address stated in the **Schedule** as soon as reasonably practicable during the **Period of Insurance** of any **Claim** made against **You**.

If court proceedings are served on **You**, it is condition precedent to the right to be indemnified under this **Policy** that **You** shall give **Us** notice in writing to the address stated in the **Schedule** within 14 days and during the **Period of Insurance** of being served with those court proceedings.

5.2 Notification of circumstances that may give rise to a **Claim**

You must give **Us** notice in writing to the address stated in the **Schedule** as soon as reasonably practicable during the **Period of Insurance** of any circumstances which may give rise to a **Claim** against **You**.

If **Your** notice in writing during the **Period of Insurance** contains all of the following details, then if those circumstances give rise to a **Claim** after the expiration of the **Period of Insurance**, **We** shall deem that **Claim** to have been made on the date **We** received **Your** notice in writing of those circumstances, for the purposes of considering whether this **Policy** provides indemnity in respect of that **Claim**:



- a) the name of any potential claimant,
- b) a description of the specific act, omission or potential error which may give rise to a **Claim**, including the date or dates on which the specific act, omission or potential error occurred,
- c) if **You** are a company, the name of the individual who committed the specific act, omission or potential error which may give rise to a **Claim**,
- d) the nature of any compensation or other remedy that the potential claimant may be entitled to,
- e) the date on which **You** first became aware of the specific act, omission or potential error which may give rise to a **Claim**, and how **You** first became aware.

Unless and until **Your** notice in writing during the **Period of Insurance** contains all of those details, then **We** are entitled, in our discretion, to refuse to accept that notification of circumstances, such that if those circumstances give rise to a **Claim** after the expiration of the **Period of Insurance**, **We** will not deem that **Claim** to have been made during the **Period of Insurance** for the purposes of considering whether this **Policy** provides indemnity in respect of that **Claim**.

5.3 Notification of accidents or incidents

It is a condition precedent to the right to be indemnified under this **Policy** that **You** shall give **Us** notice in writing to the address stated in the **Schedule** as soon as reasonably practicable during the **Period of Insurance** of any accident or incident in connection with **Your Profession** that resulted or may have resulted in any bodily injury, mental injury, illness, disease or death, wrongful arrest, false imprisonment, or loss of or damage to tangible property.

Your notice in writing during the **Period of Insurance** must contain all of the following details:

- a) the name of any potential claimant, if known,
- b) a description of the accident or incident, including the date or dates on which the accident or incident occurred,
- c) the nature of any compensation or other remedy that the potential claimant may be entitled to,
- d) the date on which **You** first became aware of the accident or incident, and how **You** first became aware.

5.4 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 any 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 request for indemnity under this **Policy** and **Our** possible liability and to conduct the investigation, defence or settlement of any **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 investigation and defence of any **Claim**. Only information that **We** reasonably consider to be relevant to the request for indemnity or the **Claim** will be requested by **Us**. **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 or other representatives 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 to indemnify **You** in respect of 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.

5.5 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:

- a) **You** must disclose to **Us** every material circumstance which **You** know or ought to know (including matters known to those responsible for **Your** insurance, and matters known to **Your** directors, partners and senior management, if **You** are a company); or
- b) **You** must disclose to **Us** information to put **Us** on notice that **We** need to make further enquiries for the purpose of revealing those material circumstances; and
- c) **You** must provide such disclosure in a manner which would be reasonably clear and accessible to **Us**; and
- d) **Your** material representations as to matters of fact are substantially correct, and material representations as to matters of expectation or belief are made in good faith.

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

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

If **You** have been in breach of **Your** duty to provide us with complete and accurate information, but **Your** breach was not deliberate or reckless, **We** are entitled to do any of the following, in our discretion:

- treat this insurance as if it had never existed and refuse to indemnify you in relation to any **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 the **Policy** started; 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 the **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 exercise **Our** rights to these remedies.

5.6 'QC' Clause

You shall not be required to defend or pursue any legal proceedings unless Counsel with not less than fifteen years' experience in practice in the type of legal proceedings in question (to be selected by **Us** after consultation with **You**) advises in writing that such proceedings have a prospect of success greater than 50%.



5.7 Premium Payment

5.7.1 **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).

5.7.2 If the **Premium** has not been 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** were on risk but the full **Policy Premium** shall be payable to **Us** in the event that **You** have notified anything to **Us** in accordance with clauses 5.1 or 5.2 or this **Policy**.

5.7.3 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.

5.7.4 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.

5.8 Dishonest and Fraudulent Claims

If **You** seek indemnity under this **Policy** knowing that **Your** request for indemnity is false, fraudulent or exaggerated as regards amount of indemnity to which **You** are entitled or in any other way, **We** are not liable to indemnify **You** in respect of any part of that request for indemnity, including any part of that request for indemnity which may be legitimate, and including in respect of any **Claim** or **Defence Costs and Expenses** connected to that request for indemnity. **We** are also entitled, at **Our** discretion, to give notice to **You** to terminate the **Policy**, with effect from the date of the false or fraudulent act or event, and to retain the **Premium** in its entirety.

If **We** have indemnified **You** and **We** subsequently discover that any part of **Your** request for indemnity was false, fraudulent or exaggerated, **We** are entitled to recover from **You** any sums paid in respect of that request for indemnity, and/or to retrospectively terminate the **Policy** with effect from the date of the false or fraudulent act or event, and/or to retain the **Premium** in its entirety.

5.9 Cancellation

For the purposes of this Condition, any notice in writing should be sent by the Royal Mail Signed For 1st Class service, and shall be deemed to have arrived the second day after being posted.

If **You** change **Your** mind about wanting this **Policy**, **You** have thirty (30) days from the commencement of the **Period of Insurance** in which to cancel it. To cancel the **Policy** **You** must give **Us** notice in writing to the address stated in the **Schedule**. **You** will be entitled to a full refund of the **Premium** paid, unless by the time of cancellation **You** have notified anything to **Us** in accordance with clauses 5.1 or 5.2 or this **Policy**.

From the 31st day from the commencement of the **Period of Insurance**, **You** are still entitled to cancel this **Policy** by giving fifteen (15) days' notice in writing to the address stated in the **Schedule**. In the event of cancellation, **Premium** is due to **Us** on a pro rata basis for the period that **We** were on risk but the full **Policy Premium** shall be payable to **Us** in the event that **You** have notified anything to **Us** in accordance with clauses 5.1 or 5.2.

We are also entitled to cancel this **Policy** by giving fifteen (15) days' notice in writing. To cancel this **Policy** **We** must put **Our** decision to cancel in writing and send it to **You** at **Your** principal address as stated in the **Schedule**. If this **Policy** is so cancelled **Premium** is due to **Us** on a pro rata basis for the period that **We** were on risk but the full **Policy Premium** shall be payable to **Us** in the event that **You** have notified anything to **Us** in accordance with clauses 5.1 or 5.2.

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By way of an example of **Our** entitlement to **Premium** on a pro-rata basis, if you have sent **Us** written notice of cancellation, and from the 15th day after that notice is deemed to have arrived with us there would have been six (6) months remaining of a twelve (12) month **Period of Insurance**, then assuming that **You** have not notified anything to **Us** under clauses 5.1 or 5.2 then **We** will only be entitled to 50% of the **Premium** and must pay **You** a refund of **Premium** if **You** have already paid us more than that amount.

5.10 Registration and Licensing

You must ensure that **You** (or any director, partner or employee of **Yours**, if **You** are a company) hold all the professional and regulatory qualifications, licences and registrations necessary to carry out **Your Profession** throughout the **Period of Insurance**. **You** must ensure that **You** (or any director, partner or employee of **Yours**, if **You** are a company) comply with any conditions of practice that are imposed on **You** (or any director, partner or employee of **Yours**, if **You** are a company) by a professional regulator or any other competent body.

You must keep records of all those qualifications, licences and registrations, and of any conditions of practice, for at least seven (7) years after the **Period of Insurance** ends.

If **You** fail to comply with the requirements set out in this clause, and if that failure causes any difficulty in relation to any matter insured under any of the Insuring Clauses of this **Policy**, including (but not limited to):

- a) A reduction in the prospects of success of defending any **Claim**,
- b) An increase in the amount required to settle or otherwise resolve any **Claim**,
- c) An increase in the amount of **Defence Costs and Expenses** required to resolve any matter,

then **We** are entitled, at **Our** discretion, to reduce the amount of indemnity **We** will pay in relation to that matter to reflect the amount of difficulty caused.

5.11 Registered and regulated products and medicines

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

- a) any products and medicines administered to patients must be licenced and registered for use in humans in the **Territorial Limits**, and
- 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).

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5.12 Risk management

You must ensure that throughout the **Period of Insurance**:

- a) **You** shall ensure that a medical history form, a record of all information provided to the patient, and a patient consent form are completed, signed and dated by **You** (or an director, partner or employee of **Yours**, if **You** are a company) and **Your** patient (and the patient's parent or guardian where applicable) prior to any treatment taking place;
- b) all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
- c) any device or instrument used or intended for use in the performance of **Your Profession** 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 using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer and in accordance with Department of Health guidelines or equivalent. 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) **You** (or any director, partner or employee of **Yours**, if **You** are a company) shall not carry out **Your Profession**, including handling food, medicinal products or equipment, when **You** (or any director, partner or employee of **Yours**, if **You** are a company) are experiencing any abdominal pain, vomiting, diarrhoea or septic skin lesions which could indicate the presence of typhoid para-typhoid or any other salmonella or amoebic, or bacillary dysentery or any other staphylococcal infection.
- e) **You** shall ensure that all handlers of food, medicinal products or equipment are required to notify **You** or their managers of any abdominal pain, vomiting, diarrhoea or septic skin lesions which could indicate the presence of typhoid para-typhoid or any other salmonella or amoebic, or bacillary dysentery or any other staphylococcal infection.

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If **You** fail to comply with the requirements set out in this clause, and if that failure causes any difficulty in relation to any matter insured under any of the Insuring Clauses of this **Policy**, including (but not limited to):

- a) A reduction in the prospects of success of defending any **Claim**,
- b) An increase in the amount required to settle or otherwise resolve any **Claim**,
- c) An increase in the amount of **Defence Costs and Expenses** required to resolve any matter,

then **We** are entitled, at **Our** discretion, to reduce the amount of indemnity **We** will pay in relation to that matter to reflect the amount of difficulty caused.

5.13 Maintain Records and cooperate with investigations

You must ensure that throughout the **Period of Insurance**:

- a) **You** maintain accurate descriptive records of all advice and procedures carried out as part of **Your Profession** (including for procedures carried out by any director, partner or employee of **Yours**, if **You** are a company), including records of medicinal products or equipment used or administered, and
- b) **You** must retain those records for the amount of time required by the professional regulations applicable to **You**, and for a minimum of seven (7) years from the date of treatment; and
- c) **You** must provide **Us** (or any legal representatives or investigation agents that **We** may retain) with copies of those records and any other information or statements of fact if **We** reasonably consider that they are relevant to any **Claim** or other insured event under this **Policy**, or to **Our** analysis of whether a matter falls to be indemnified under this **Policy**; and
- d) **You** must cooperate with any legal representatives or investigation agents that **We** retain to act for **You** (or that **You** retain with **Our** permission), including by promptly providing them with any documentation or other evidence that they may reasonably request, and by promptly providing them with such instructions as they may reasonably require; and
- e) **You** must assist in the defence of any **Claim** without any charge to **Us**.

If **You** fail to comply with the requirements set out in this clause, and if that failure causes any difficulty in relation to any matter insured under any of the Insuring Clauses of this **Policy**, including (but not limited to):

- f) A reduction in the prospects of success of defending any **Claim**,
- g) An increase in the amount required to settle or otherwise resolve any **Claim**,
- h) An increase in the amount of **Defence Costs and Expenses** required to resolve any matter,

then **We** are entitled, at **Our** discretion, to reduce the amount of indemnity **We** will pay in relation to that matter to reflect the amount of difficulty caused.

5.14 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.

5.15 Privacy Notice

AXIS values its relationship with **You**. Protecting the privacy of **your** personal information is of great importance to **Us**. **We** want **You** to understand how and why **we** collect personal information about **you**, how **We** use it, **Your** rights regarding this information, the conditions under which **we** may disclose it to others and how **We** keep it secure.

What type of information do we collect about you?

The personal information we collect about **You** may include:

- Name, address, phone number, email
- Gender
- Marital status
- Date and place of birth
- Government identification numbers - National Insurance, Social Security, Passport, Tax, Driver's Licence)
- Family information
- Banking information
- Health information / medical history
- Criminal history
- Credit history and credit score
- Claims/Policy Numbers

How do we collect information about you?

We primarily collect personal information from **You** or **Your** representative through the **Policy** application process. However, **We** may also collect information about **You** from **Your** family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim – claimants, witnesses, experts, adjusters, and others.

Why are we collecting your personal information?

We may collect **Your** personal information for the following purposes:

- Account setup, including background checks
- Evaluating risks to be covered
- Risk modelling and underwriting
- Customer service communications
- Payments to/from individuals
- Managing insurance or reinsurance claims
- Defending or prosecuting legal claims
- Investigating or prosecuting fraud
- Complying with legal or regulatory obligations
- Direct marketing activities

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Where does your information go?

We may need to transfer **your** personal information to **our** affiliates, agents or contractors, which are located outside of the European Economic Area (EEA). **We** will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep **Your** personal information only so long as is necessary to provide service to **You** under **Your Policy**. Specifically, **We** will keep **Your** information for so long as a claim may be brought under the **Policy**, or where **We** are required to keep **Your** personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, **You** have the right:

- To receive a copy of the personal information **We** have collected from **You**
- To receive further details of the use **We** make of **Your** information
- To update or correct the personal information **We** hold about **You**
- To require **Us** to delete any personal information **We** no longer have a lawful purpose to use
- To restrict **Our** use of **Your** personal information
- If **you** are not satisfied with **Our** use of **Your** personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where **We** may need to restrict the rights described above, in order to safeguard the public interest (e.g., the prevention or detection of crime) or **our** interests (e.g., to maintain legal privilege).

How to Contact Us

Address any questions regarding **our** privacy practices or this Notice to:

Name: Dan Gill, Data Protection Officer
Email: dpo@axiscapital.com
Address: Plantation Place South, 60 Great Tower Street, London EC3R 5AZ
Phone: +44 207 877 3833

6. GOVERNING LAW AND DISPUTES

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.

7. SINGLE POLICY

Save as expressly provided to the contrary, this **Policy** shall be deemed to be a single unitary **Policy** and not a severable **Policy**.

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8. POLICYHOLDER COMPLAINTS

We aim to provide You with a high standard of service at all times, although We appreciate that there may be occasions where You feel it is necessary to make a complaint.

Any enquiry of 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
AXIS Managing Agency Limited
21 Lombard Street, London
EC3V 9AH
E-mail: complaints@novac.com
Tel: 020 7050 9000

In the event that You remain dissatisfied, it may be possible in certain circumstances for You to refer the matter to the Complaints team at Lloyd's, or to the Financial Ombudsman Service.

The address of the Complaints team at Lloyd's is:

Policyholder and Market Assistance Lloyd's
One Lime Street, London
EC3M 7HA
E-mail: complaints@lloyds.com
Tel: 020 7327 5693
Fax: 020 7327 5225
Website: www.lloyds.com/complaints

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

If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to an alternative dispute resolution body.

If You live in the United Kingdom or the Isle of Man, see www.financial-ombudsman.org.uk, and the contact information is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk

If You live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.
Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

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

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9. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations to You under this insurance.

If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

10. DEFINITIONS AND UNDERSTANDING THIS POLICY

In this Policy:

- a) Reference to any Act, statute or statutory provision includes that Act, statute or statutory 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** is found to be invalid or unenforceable the remainder of this Policy shall continue in full force and effect.
- c) If only part of any term, condition, exclusion or **Endorsement** is found to be invalid or unenforceable the remainder of that term, condition, exclusion or **Endorsement** shall continue in full force and effect.
- d) The headings herein are for convenience only and shall not be considered when determining the meaning of this Policy.
- e) References to the singular shall include the plural.

The following words and phrases shall have the following meanings:

10.1 "**Aggregate Limit of Indemnity**" means the amount stated in the **Schedule** and is the maximum amount payable by Us under this Policy under all the Insuring Clauses irrespective of the number of insured incidents or **Claims** made or the number of claimants. A payment by Us under any Insuring Clause or in respect of any **Claim**, including any **Defence Costs and Expenses**, shall therefore reduce the indemnity available in respect of any other insured incident or **Claim**.

10.2 "**Claim**" means any demand from, or assertion of a right against, You which is communicated to You, whether orally or in writing.

10.3 "**Defence Costs and Expenses**" means legal costs and expenses reasonably incurred by Us on Your behalf in the investigation and defence of a **Claim** or other insured event under this Policy, or legal costs and expenses reasonably incurred by You with Our prior written and continuing consent. It does not include Your own costs and expenses nor the costs of any director, partner or employee of Yours, if You are a company.

10.4 "**Endorsement**" means a change in the terms and conditions of this Policy, issued in writing by Us, attached to and expressly intended to form part of this Policy.

10.5 "**Excess**" means the amount stated in the **Schedule**, which You will have to pay towards the resolution of any **Claims** under any Insuring Clauses, and/or towards the **Defence Costs and Expenses** incurred in respect of those **Claims**. An **Excess** is payable in respect of each and every **Claim** and each and every claimant, including **Defence Costs and Expenses**

10.6 "**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.

10.7 "**Good Samaritan Acts**" means any first aid or emergency medical assistance provided by You (or any director, partner or employee of Yours, if You are a company) 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.

10.8 "**Limit of Indemnity for Medical Professional Liability**" means the amount stated in the **Schedule**



10.9 "**Limit of Indemnity for Public Liability**" means the amount stated in the **Schedule**.

10.10 "**Period of Insurance**" means the period stated in the **Schedule**.

10.11 "**Policy**" means this **Policy** wording, the **Schedule**, and **Endorsements** and any other documents expressly incorporated into this **Policy**.

10.12 "**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.

10.13 "**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**.

10.14 "**Schedule**" means the document entitled "**Schedule**" attached to this **Policy**, showing **Your** name, the **Limit of Indemnity**, the **Period of Insurance** and other **Policy**-specific information.

10.15 "**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.

10.16 "**You/Your/Yours**" means:

The individual stated in the **Schedule**, or the personal representatives of the estate of the individual stated in the **Schedule**, and any corporate entity (company) stated in the **Schedule**.

10.17 "**Your Profession**" means the business, profession or services provided or carried out by **You** as described in the information **You** provided to **Us** in the process of purchasing this **Policy**, and as summarised in the **Schedule** and/or as specifically agreed by **Us**. **Your Profession** includes the provision of food and drink incidental to that business, profession or services.

10.18 "**We/Our/Us**" means Axis Underwriting Limited, for and on behalf of Certain Underwriters at Lloyd's.

10.19 "**Wrongful Act**" means any clinical, medical or therapeutic act or omission which was negligent or erroneous and which took place after the **Retroactive Date** stated in the **Schedule**.



ENDORSEMENTS

Please refer to your Statement of Fact document for any applicable **Endorsements** attaching to and forming part of **Your Policy**.

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

AXIS Underwriting Limited is authorised and regulated by the Financial Conduct Authority, FRN 311833. The company is a Lloyd's service company and acts for Certain Underwriters at Lloyd's. Registered Office: 21 Lombard Street, London EC3V 9AH. Company No. 3043816 England. VAT Reg No. 668 2895 74

