



WESTFIELD SPECIALTY

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MEDICAL MALPRACTICE, PROFESSIONAL INDEMNITY & PUBLIC LIABILITY INSURANCE POLICY

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Welcome to Westfield Specialty

We are dedicated to providing **you** with a high-quality service.

This **policy** is designed to provide **you** with cover through specialised coverage sections. **You** can identify the cover **you** have purchased by looking at the **policy schedule**. This **policy** will form the contract between **you** as the insured and **us, your** insurers, subject to the terms and conditions detailed below.

The headings used in this policy are for ease of reference and identification purposes only. The singular includes the plural and vice versa. Any reference to any statutory provision includes any successor enactment. Any endorsement or other variation which relates to this **policy** is subject to the terms and conditions below. Words and phrases in bold have been given specific meanings and can be found in the definitions section of the policy.

Section 1: Definitions

Word or term	Specific Meaning
Abuse	Any action that intentionally harms or injures another person. For the purposes of this policy , abuse shall include any form of physical, sexual and psychological harm or injury arising in the course of your business.
Business	Professional services performed by you as stated in the proposal or declaration and as shown on the schedule .
Circumstance	Any event, incident, situation or complaint which it is reasonably foreseeable might give rise to a claim.
Claim	Any: <ul style="list-style-type: none"> a) written or verbal notice of demand for compensation made by a third party against you; or b) writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice served upon the insured. Also includes any circumstance .
Clinical trials	Any organized study or test that uses human or animal subjects to develop effectiveness or safety data for a designated treatment, procedure or product.
Cyber extortion	Any threat or malicious act or series thereof, including but not limited to a demand for funds, regardless of time or place, designed to extort, corrupt, damage or introduce a computer virus or a denial of service attack.
Communicable Disease	Any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ol style="list-style-type: none"> 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
Computer system(s)	Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by you or any other party, including any similar system and any associated input, output or data storage device or system, networking equipment or back up

Word or term	Specific Meaning
	facility. This includes a group of computer systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange data.
Cyber terrorism	An act or series of acts of any natural person or group(s) of persons, whether acting alone or on behalf of or in connection with any third party organisations, committed for political, religious, personal or ideological purposes including but not limited to the intention to influence any government and/or put the general public in fear for such purposes by using activities perpetrated electronically or otherwise that are directed towards the destruction, disruption or subversion of communications and information systems, infrastructure computers, digital assets , the internet, telecommunications or electronic networks and/or its content or sabotage and/or threat therefrom.
Computer virus(es)	Includes, but not be limited to, a virus, malicious code or worm which either damages your computer system or allows unauthorised use of or access to any digital asset .
Cyber liability	Means cyber loss and/or cyber incident .
Cyber Loss	All actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence costs, expense or any other amount incurred by or accrued to you , including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in any way connected with a cyber incident
Cyber Incident	<ol style="list-style-type: none"> 1. the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or 2. any alteration, modification, distortion, erasure, corruption of data processed or stored by any computer system or other equipment or component or system or item; or 3. loss or damage of or to a computer system or any digital assets; or 4. any loss whatsoever or any consequential loss, whether your property or not, where such loss is directly or indirectly caused by or contributed to by, resulting from, arising out of or in any way connected with:

Word or term	Specific Meaning
	<ul style="list-style-type: none"> a) Computer viruses; b) Security breaches; c) Cyber extortion; d) Cyber terrorism; e) a denial of service attack; f) any or alleged breaches of any data protection laws; g) any breach of duty, statutory duty or regulatory duty or trust or series thereof; or h) any failure to act, any error or omission or accident or series thereof.
Data protection laws	Any legislation or rules governing the use of personal data including, but not limited to the Data Protection Act 2018, EU General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679) and/or the Data Protection Directive 95/46/EC or equivalent or successive local legislation.
Defence costs	All costs, fees and expenses incurred with our prior written agreement in the investigation, mitigation, defence or settlement of a claim .
Denial of service attack	Any unlawful attempt by a party to temporarily or indefinitely interrupt or suspend service to a digital asset .
Digital assets	Any computer or mobile device or other electronic data processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing. Digital assets shall also include your computer system .
Documents	Includes any deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material. However, this shall not include any bearer bonds or coupons, stamps, bit-coins, bank or currency notes or any other negotiable instruments.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Good Samaritan Acts	Any treatment administered by you at the scene of a medical emergency, accident or disaster where you were present following such medical emergency, accident or disaster.
Investigation	Any official investigation , examination or inquiry by:

Word or term	Specific Meaning
	a) any court, tribunal or regulatory authority; or b) any committee of any association or professional body of which you are a member and which has been disclosed to and accepted by us arising out of any actual or alleged breach of your business .
Law and Jurisdiction	The Law and Jurisdiction of the policy is specified as 'The Law of England and Wales'. Law and jurisdiction are two different matters. 'Law states what country's laws are to apply to the contract, and the ' Jurisdiction ' is which country's courts are to have jurisdiction. Both are in relation to disputes arising out of the contract between the Insurer and the Policyholder.
Limit of indemnity	The limit of liability under this policy as stated in the schedule .
Malpractice	Any bodily injury, mental injury, illness, disease or death of any patient/customer caused by any negligent act, error or omission committed by you in or about the conduct of your business .
Period of insurance	The time for which this policy is in force as stated in the schedule .
Policy	This insurance document and the schedule , including any endorsements .
Premium	The premium specified in the schedule .
Product	Any digital, solid, liquid or gaseous substance or component part thereof.
Products liability	Any legal liability arising from any living body, goods or product supplied to others which were sold, repaired, installed, erected, altered, cleaned or treated by you but excluding your manufacture of any product except where permitted under Section 5.7 Supply of Products
Professional indemnity	Any legal liability arising from professional negligence that results in financial loss or damage to a third party
Public liability	Any legal liability arising from: a) bodily injury, mental injury, illness, disease or death of any person; or b) physical loss of or injury to or destruction of tangible property, including its resulting loss of use.
Retroactive date	Notwithstanding Section 5.1 Prior or pending acts and Section 6.7 Claims made policy , the retroactive date is the date specified in the schedule from which we will cover business you performed but only where such business was disclosed to and accepted by us .
Schedule	The schedule to this policy .

Word or term	Specific Meaning
Security breaches	Any unauthorised access or unauthorised use of digital assets .
Territorial limits	The Territorial Limits are the countries and territories where the policy will provide cover to the Policyholder. This is where the policy will accept the serving of formal legal action against the Policyholder. The insurers will respond to a valid claim from a country or territory within the Territorial Limits of the policy, and the courts of the country from which the claim arises shall have the jurisdiction to hear the dispute arising out of the contract.
We/us/our	The insurers named in the schedule .
You/your	The insured named in the schedule . Also includes and subject to payment of any additional premium where applicable, any limited liability partnership, partnership, corporation, institution or entity which has legal capacity and is named in the schedule including those principals, partners, directors, members, members of ethics committees, employees, volunteers working on your behalf or under your direction or any personal representatives of the estate of any person who would otherwise be indemnified under this policy .

Section 2: Important information

This document

This document, the **schedule** and any **endorsements** attached form **your policy** and sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully to ensure that it accurately reflects **your** circumstances and the level of cover **you** requested. Please contact Westminster Insurance Ltd immediately if **you** need to make changes.

Subject to payment of the **premium** or as agreed in writing, **we** agree to provide indemnity in accordance with and subject to the terms and conditions of this **policy**.

Your duty to provide accurate information

Before the conclusion of the insurance agreement, **you** must inform us of all **circumstances** of which **you** are aware, or ought to be aware, and of which **you** know or ought to know that **our** decision whether or not to enter into the insurance agreement, and if so, on which terms and conditions, depends or may depend on it.

If the interests of a third person, whose identity is known at the moment of the conclusion of the insurance agreement, are covered by the insurance, then the duty to inform **us** meant in the preceding paragraph also includes **circumstances** concerning that third person of which this third party is aware or ought to be aware and of which this person knows or ought to know that **our** decision depends or may depend on it.

Your duty to inform us does not relate

- to **circumstances** which **we** already know or ought to know, and neither
- to **circumstances** which could not lead to a more unfavourable decision for you.

You cannot appeal to the fact that **we** already know or ought to know certain circumstances if **you** have given an incorrect or incomplete answer to a specific question that **we** have asked to this end.

How to make a complaint

We are committed to treating **our** customers fairly, however, **we** realise that there may be times when things go wrong. If this happens, please contact Westminster Insurance in the first instance.

Complaints Manager
Westminster Insurance Ltd
Westminster House
5 Allberry Gardens
WEYMOUTH
DT3 6SQ

Phone: 01305 839 939 (please note that phone calls may be recorded)

E-mail: complaints@westminster.global

In the event that **you** remain dissatisfied or do not receive a response from **us** within two weeks then **you** are entitled to refer **your** complaint to the complaints department at Lloyds:

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Phone: 020 7327 5693

Email: complaints@lloyds.com

Following Lloyd's consideration of your complaint, if **you** remain dissatisfied **you** may have the right to refer the matter to the Financial Ombudsmen Service (FOS):

Financial Ombudsmen Service
Exchange Tower
London
E14 9SR

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Making a complaint does not affect **your** right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations to **you** under this **policy**, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk

Cancelling this policy

You can cancel this in accordance with **Section 7.8** of this **policy**.

Data Protection Notice

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (*individual insureds*). **We** collect and use relevant information about individual insureds to provide **you** with this insurance cover and to meet **our** legal obligations.

This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and any criminal convictions they may have. We will process individual insureds' details, as well as any other personal information **you** provide to **us** in respect of this insurance cover, in accordance with our *full privacy notice*, a copy of which is available online at www.westfieldinsurance.com/specialty-privacy-promise_ or on request.

Information notices

To enable **us** to use individual insureds' details in accordance with current data protection laws, **you** have provided those individuals with certain information about how **we** will use their details in connection with this insurance cover.

You have agreed to provide to each individual insured our *Short Form Information Notice* set out below under the **Your Personal Information** heading on or before the date that the individual becomes an individual insured under this insurance cover or, if earlier, the date that you first provided information about the individual to us.

Consent

Under current data protection laws, **we** need **you** to make sure **you** have obtained the consent of individual insureds to process certain categories of information about them (including sensitive details) in connection with this insurance cover.

You have agreed to obtain the consent of each individual insured to the use of their sensitive details in connection with this insurance cover on or before the date that the individual becomes an individual insured under this insurance cover or, if earlier, the date that **you** first provided information about the individual to **us**.

We will assume that **you** have obtained the necessary consent from each individual insured unless **you** tell us otherwise. If **you** have not obtained the necessary consent from an individual insured, or the individual insured withdraws their consent, then this may impact **our** ability to provide you with this insurance cover in relation to the individual – and may even prevent **us** from providing cover for that individual or handling that individual's claims

Sharing

The way insurance works means that **your** information may be shared with, and used by, third parties **we** do business with in connection with insurance operations, for example insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose your personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide **us** or your agent or broker with details about other people, **you** must provide this notice to them.

Contacting us, more information, and your rights

You have rights in relation to the personal information **we** hold about **you**. If **you** want to find more information on these rights and how to exercise them or for additional details on how **we** handled your personal information, **you** can see our full global privacy notice which is available on our website or in other formats on request.

If you have any questions about your rights or our privacy and security practices, please contact:

Data Protection Officer
privacy@westfieldgrp.com
Floor 36, 22 Bishopsgate
London,
EC2N 4BQ

Your personal information

Minimisation and notification

We are committed to using only the personal information **we** need to provide you with this insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

You must promptly notify **us** if an individual insured contacts **you** about how **we** use their personal details in relation to this insurance cover so that **we** can deal with their queries.

Short form information notice for individual insureds

Who we are

We are the Lloyd's underwriter identified in the contract of insurance and/or in the certificate of insurance.

We take seriously the responsibility that accompanies **our** collection and use of your personal information.

We protect the privacy and security of **our** customers and their personal information as required by applicable privacy and security laws.

Security

We maintain technical and organizational security measures designed to secure and protect personal information.

Payment of premium

You must pay the **premium** to **us** as specified in the **schedule**.

This is an annual policy and payment by instalments is a service offered by the insurer. All 12 instalments are payable. In the event of a claim any remaining/outstanding instalments must be paid in full at that time.

Governing law and jurisdiction

This **policy** shall be governed by, and construed in accordance with, the laws of the jurisdiction set out in **your schedule**, and any dispute between the parties over the terms of this **policy** shall be subject to the exclusive jurisdiction of the courts of that jurisdiction. If the **schedule** does not stipulate the jurisdiction, the governing law and jurisdiction will be where **your business** is registered.

Interpretation

In this **policy**:

1. reference to any Act, regulation, 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**;
2. if any term, condition, exclusion or **endorsement** or part is found to be invalid or unenforceable the remainder shall be in full force and effect;
3. headings are for reference only and shall not be considered when determining the meaning of this **policy**.

Section 3: What is covered

3.1 Malpractice

We agree to indemnify **you** for valid **claims** made against **you** during the **period of Insurance**, for **malpractice**.

3.2 Professional indemnity

We agree to indemnify **you** for valid **claims** made against **you** during the **period of Insurance** for negligence or breach of a duty of care arising as a result of **your business**.

3.3 Public and products liability

We agree to indemnify **you** for valid **claims** made against **you** during the **period of Insurance**, for **public liability** or **products liability** arising as a result of **your business**.

3.4 Defence costs and expenses

We agree to indemnify **you** against all **defence costs** incurred in connection with any valid **claim** which falls within this **policy**, provided that the total amount payable in respect of damages and **defence costs** shall not exceed the **limit of indemnity** as stated in the **schedule**.

Section 4: Extensions of cover

In respect of any valid claim arising as a result of **your business**, **we** agree to provide indemnity under this section at no additional **premium**; however, **our** total aggregate liability during the **period of insurance** applicable to each specific section listed shall not exceed the amounts shown. Also, such limits shall be included within and not in addition to the overall **limit of indemnity** shown in the **schedule**. **You** must pay the **excess** for each **claim** unless otherwise stated.

4.1 Breach of confidentiality

We agree to indemnify **you** in respect of **your** civil liability for any valid **claim** for compensation arising from any breach of confidentiality except for any **cyber liability**.

4.2 Breach of intellectual property

We agree to indemnify **you** against **your** civil liability for compensation arising from any valid **claim** made against **you** for any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism.

The most **we** will pay **you** under this section is GBP25,000 each and every **claim** and in the aggregate.

4.3 Continuous cover

We agree to indemnify **you**, notwithstanding **Section 5: What is not covered 5.1 Prior or pending acts** and claims made notice, for any valid **claim** arising from a fact or **circumstance**:

- a) of which **you** first became aware prior to the **period of insurance** and which **you** knew, or ought to have reasonably known, had potential to give rise to a **claim**; and -

- b) which should have, but was not, notified to **us** under an earlier policy under which **we** were indemnifying **you**.

Provided that:

- i. such indemnity shall not apply to any **claim** where **your** failure to notify such **claim** is fraudulent; and
- ii. **we** have continuously insured **you** between the date when the **circumstance** should have been notified and the date the **claim** was actually notified.
- iii. **we** have the discretion to apply either the terms and conditions of the policy when the Insured first became aware of the facts and **circumstances** including but not limited to the **Limit of Indemnity** and **Excess**, or the terms and conditions of this policy.

4.4 Coroners inquests

We agree to provide costs **you** incur arising from representation at any Coroner's inquest or enquiry following the death of any patient /customer of **yours** and of which **you** are legally required to attend.

4.5 Court attendance costs

We agree to provide court attendance costs **you** incur where **you** are legally compelled to attend a civil proceeding as a witness in a valid **claim** covered by this **policy**.

The most **we** will pay **you** per day under this section is GBP100 for employees/ GBP250 for directors, up to a maximum of GBP25,000 during any one **period of insurance**.

4.6 Defamation

We agree to indemnify **you** in respect of **your** civil liability for any valid **claim** for compensation arising from unintentional defamation, libel or slander but only where, upon **our** reasonable request, **you** issue an apology or expression of regret. **We** will not indemnify **you** in respect of any **claim** for defamation, libel or slander should **you** refuse such request by **us**.

The most **we** will pay **you** under this section is GBP25,000 each and every **claim** and in the aggregate.

4.7 Dishonesty of employees

We agree to indemnify **you** in respect of **your** civil liability for any valid **claim** for compensation arising from the dishonesty of **your** employees or self-employed freelancers directly contracted to **you** and working under **your** supervision, but only where **you** did not commit, condone or ignore any such dishonesty.

We will also indemnify **you** against **your** own direct financial loss where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission.

The most **we** will pay **you** under this section is GBP25,000 each and every **claim** and in the aggregate.

4.8 Extended notification period

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of premium then **you** have until such time that **you** effect another insurance **policy** or a sixty (60) days commencing on the day immediately following the expiry of this **policy**, whichever is the lesser period, during which to notify **us** of any **claims** first made against **you** during the **period of insurance**, provided that this extension:

- a) does not reinstate or increase the **limit of indemnity** or extend the **period of insurance**; and
- b) will only apply to acts, errors or omissions committed or alleged to have been committed by **you** before the end of the **period of insurance** of the cancellation date of this **policy** where this **policy** has been cancelled.

4.9 Good Samaritan acts

We agree to indemnify **you** for any valid **claim** made against **you** for any bodily injury, mental injury, illness, disease or death of any patient/customer arising as a result of a **Good Samaritan act**.

4.10 Loss of documents

In the event of loss or damage to **documents**, **we** will indemnify **you** against all costs and expenses **you** incur in replacing and restoring such **documents** provided that:

- a) such loss or damage is sustained during the **period of insurance** while the **documents** are either in transit or in **your** custody or any person to whom **you** have entrusted in the course of the normal conduct of **your business**;
- b) where the **documents** are in paper format, **you** ensure that adequate systems are in place for their storage and protection and **you** have taken reasonable steps to ensure that where applicable, copies of such documents are scanned and stored in an electric format;
- c) where the **documents** are in electronic format, **you**, or any person to whom **you** have entrusted, has in place sufficient and proper procedures for the security and daily back-up of such **documents**; and
- d) the amount of any valid **claim** under this section shall be supported by invoices or accounts which shall be subject to approval by **us** or a competent person nominated by **us**.

The most **we** will pay **you** under this section is GBP25,000 each and every **claim** and in the aggregate.

4.11 Public relations expenses

We agree to pay fees, costs, and expenses incurred by **you** for the appointment of a public relations consultant for the sole purpose of protecting **your** reputation that has been brought into question as a direct result of a valid **claim** covered by this **policy**,

Provided always that:

- a) **you** notify **us** on first becoming aware of **your** reputation being brought into question and **you** provide full written details outlining the circumstances surrounding the event; and
- b) **we** have given prior written consent to retain the services of such public relations consultant.

The **excess** stated in the **schedule** will not apply to cover under this section.

The most **we** will pay **you** under this section is GBP25,000 each and every **claim** and in the aggregate.

4.12 Representation costs

We agree to pay costs of representing **you** at any properly constituted **investigation**, first discovered during the **period of insurance**.

The most **we** will pay **you** under this section is GBP25,000 each and every **claim** and in the aggregate.

4.13 Prosecution defence costs

We agree to pay the costs **you** incur for your defence against prosecution under the provisions of the below, provided that the offence or alleged offence is alleged to have been committed during the **period of insurance**:

- a) the Health and Safety at Work Act 1974;
- b) the Health and Safety at Work (Northern Ireland) Order 1978;
- c) Part II of the Consumer Protection Act 1987.

4.14 Your work as a subcontractor or agency work

We agree to indemnify **you** where you perform **your business** as a subcontractor or agent of an employer or principal.

4.15 Your subcontractors

We agree to indemnify **you** for **business** performed on **your** behalf by subcontractors or outsourcers but only:

- a) where their work, including any additional income derived from such, has been included in the revenues disclosed to **us**;
- b) where they are otherwise insured for their own **malpractice** and/or errors and omissions and **public liability** and **products liability**; and
- c) where **you** made sufficient checks to ensure that such insurance is in force.

Section 5: What is not covered

We shall not be liable to indemnify **you** for:

5.1 Prior or pending acts

any valid **claim** arising from the performance of **your business** prior to the inception date of this **policy** if **you** knew or could have reasonably foreseen that such **claim** might arise.

5.2 Medical defence organisation

any valid **claim** which is the subject of insurance, indemnity or assistance provided by any medical defence organisation or their insurers. This **policy** shall not be drawn into any contribution.

5.3 Clinical trials

any valid **claim** arising from **clinical trials**.

5.4 Bodily injury insurable elsewhere

any valid **claim** arising from bodily injury, mental injury, illness, disease or death to any person or loss of or damage to tangible property of any person unless arising out of **malpractice**.

5.5 Directors, officers and employees

Any valid **claim** made against any Director or Officer or Employee of **yours** where such **claim** is made solely by reason their holding the position of Director or Officer or Employee and having acted in that capacity.

5.6 Supply of products

any valid **claim** arising out of the manufacture of any **products**, or the construction, alteration, repackaging, repair, servicing, or treating of any **products** sold, supplied or distributed by **you**, or any **claim** arising out of the failure of any **product** to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed.

However, this exclusion does not apply to the following where this forms part of your business and is related to the services for which **you** are insured:

- a) the relabelling of any **product**;
- b) the blending of aromatherapy oils, and manufacturing of homemade soaps and skincare products where ingredients are listed, and expiration dates are clearly identified to avoid adverse reactions from occurring;
- c) handmade products;
- d) any book, brochure, CD, DVD or downloadable item which is produced by **you** and where **you** obtained the appropriate permissions or licences prior to the use of any third-party content contained therein; or

- e) the dispensing of natural, herbal and alternative medicinal **products** (but excluding any prescribed medicines) which have been sourced from reputable suppliers and whom against **you** have a legal right of recourse.
- f) animals

5.7 Obligations of employers

any valid **claim** by any person for bodily injury, mental injury, illness, disease or death incurred, contracted or occurring whilst in the course of employment with **you** and by which any compensation is available under any Workers' Compensation Scheme and or similar legislation unless such bodily injury, mental injury, illness or death is caused by any negligent act, error or omission by **you** in the performance of **your business** and whereby such employee was in the capacity of a patient/customer.

5.8 Insolvency, bankruptcy or liquidation

Any valid **claim** directly or indirectly based upon, attributable to, or in consequence of **your** insolvency, bankruptcy or liquidation.

5.9 Trading debts

any valid **claim** directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by **you** or any guarantee given by **you** for a debt.

5.10 Assumed duty or obligation

any valid **claim** arising out of a specific liability assumed by **you** under any contract which goes beyond the duty to use such skill and care as is usual in the exercise of **your business** unless **our** prior agreement has been obtained and such specific liability is endorsed upon the **policy** and where applicable, with **your** acceptance of any additional Terms and Conditions **we** have imposed.

5.11 Rights of subrogation

any valid **claim** where **your** right of recovery is restricted by any contract, unless **our** prior agreement has been obtained to that contract.

5.12 Fraud and dishonesty

any valid **claim** directly or indirectly caused or contributed to by an intentional violation of any law, dishonest, fraudulent or criminal act by **you**, or any deliberate or reckless act which could with reasonable foresight result in a valid **claim** for damages. This does not apply to any valid **claim** under section **4.7 Dishonesty of employees**, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

5.13 Intoxication

any valid **claim** for **business you** performed whilst under the influence of intoxicants or narcotics.

5.14 Nuclear

any valid **claim** directly or indirectly caused by, contributed to, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste

from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.15 Pollutants

any valid **claim** arising from personal injury or bodily injury or loss of or damage to, or loss of the use of property directly or indirectly caused by seepage, subsidence, pollution or contamination.

5.16 Pollutant removal

any valid **claim** for the costs of removing, nullifying or cleaning-up seeping, pollution or contaminating substances.

5.17 Asbestos

any valid **claim** directly or indirectly based upon, attributable to, or in consequence of asbestos, asbestos fibres or derivatives of asbestos in whatever form or quantity.

5.19 War

any valid **claim** 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.

5.20 Hepatitis, HIV or Aids

any valid **claim** arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.

5.21 Abuse

any valid **claim** arising from abuse.

5.22 Discrimination

any valid **claim** arising from discrimination.

5.23 Territorial Limits

any valid **claim** brought, or any judgement, award, or settlement made outside the Territorial Limits as stated in the Schedule

5.24 Fines and penalties

any award of punitive or exemplary damages, or any fines or penalties, whether contractual or other.

5.25 Related parties

any valid **claim** brought by any party falling within the definition of **you** or any party with a financial, executive, or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive, or managerial interest, including any subsidiary company. This does not apply to a valid **claim** based on a liability to an independent third-party directly arising out of the performance of **your business**.

5.26 NHS work

Any valid **claim** arising out of work done by **you** under the auspices of the NHS or which should be the subject of insurance, indemnity or assistance provided by the NHS Litigation Authority, the Clinical Negligence Scheme for Trusts, or other indemnification arrangements for NHS bodies including independent sector non-NHS organisations. This **policy** shall not be drawn into any contribution.

5.27 Documents

loss or damage to documents caused by:

- a) riot or civil commotion;
- b) fading, mould, vermin, pest infestation, wear, tear or any other gradually operating cause;
- c) any **computer virus**;
- d) interference with electronically stored data by any person who is not a current principal, partner, director or employee of yours.

5.28 Property damage

loss or damage to any property that belongs to **you** or which at the time of loss or damage was in **your** care custody or control. However, this does not apply to:

- a) any vehicles or personal effects belonging to employees' or visitors whilst on **your** premises;
- b) premises, including the contents therein, which are not owned or rented by **you**, where **you** are temporarily performing your **business**;
- c) premises rented to **you**, for loss or damage not insured under property insurance policies and for which **you** would not be liable other than by lease or other agreement;
- d) loss of documents, as described under section **4.10 Loss of documents**.

5.29 Product repair or replacement

the costs to repair, recondition or replace any **product** or any of its parts.

5.30 Pension and other liabilities

any valid **claim** arising from **your** operation or administration of any pension or employee benefit scheme or trust fund or the purchase or any dealing in stocks, shares or other securities or the misuse of any information relating to them or for **your** breach of any legislation or regulation relating to these activities.

5.31 Tax and other liabilities

any valid **claim** arising from **your** breach of any taxation competition, restraint of trade or anti-trust legislation or regulation.

- 5.32 Computer virus**
any valid **claim** arising from the transmission of a **computer virus**.
- 5.33 Loss of profits**
any **claim** arising from **your** lost profit or liability for VAT or its equivalent.
- 5.34 Business interruption**
any **claim** arising from any trading loss or trading liability including that arising from the loss of any client, account or business.
- 5.35 Member to member liability**
any bodily injury caused by one member to another member.
- 5.36 Financial and legal advice**
any financial or legal advice provided by **you**.
- 5.37 Indoctrination**
any indoctrination by **you**.
- 5.38 Procurement of goods**
the procurement of goods or services by you on behalf of your client unless your client's explicit consent was provided prior to the procurement of such goods or services.
- 5.39 Guarantees or warranties**
any guarantees, promises or warranties you make with regard to the outcome of any treatment or service **you** provide or perform as part of **your business**.
- 5.40 Use of sunbeds or UV tanning**
- a) cancer arising from, or contributed to by, the use of sun beds.
 - b) any use of sun beds or ultra-violet tanning unless
 - i. the tubes used within the equipment emit UVA and UVB rays only; and
 - ii. the equipment is used, maintained and serviced in accordance with manufacturers' instructions; and
 - iii. the manufacturer's training has been undertaken by all therapists operating or supervising the operation of the equipment; and
 - iv. equipment used is under 5 years old and is owned, hired or leased and used exclusively by you; and
 - v. a client record card is completed prior to each use and a Special Notice (see below) for the use of Tanning Equipment has been provided to the client and signed by the client prior to each use; and
 - vi. protective goggles are provided to the client prior to each use; and
 - vii. manufacturers' warning signs are clearly displayed around the vicinity of the solarium and located at eye level; and
 - viii. each sun bed operates an automatic shut off once the set time has elapsed.

SPECIAL NOTICE FOR USE OF SUNBEDS (as per point v. above)

Do not use if you - are under 18 years of age - burn easily or tan poorly - are taking drugs or cosmetics known to be photosensitizing - have had skin cancer - have or suffer from sunburn or windburn.

Consult with your doctor before use if you: - are taking a course of medication or other medical treatment Are pregnant - have abnormally high or low blood pressure or circulatory problems Have a recent fracture or scar tissue.

You must: - check with the operator as to your suitability for this treatment - remove all perfumes, cosmetics, oils, deodorants etc before treatment - wear the goggles provided at all time - not exceed the recommended exposure time and frequency - avoid the following treatment for 48 hours before and after use of tanning equipment (Aromatherapy Waxing or Sugaring Facial peeling Micropigmentation IPL or laser).

Use of tanning equipment should be restricted to 3 times a week with a break of at least 1 day between sessions.

5.47 Sanction endorsement

We shall not provide any indemnity under this **policy** to the extent of providing cover, payment of any **claim** or the provision of any benefit whereby doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

5.48 Terrorism or riot

any **terrorism** regardless of any other cause or event contributing to any liability or any action taken in controlling, preventing or suppressing **terrorism**, or riot.

For the purpose of this **policy**, terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or business and/or to put the public, or any section of the public, in fear.

5.49 Cyber liability

any **claim** arising from **cyber liability**

5.50 Photographs requirement

any claim arising from any practice which states 'Photograph Requirement applicable' unless photographs of the area(s) to be treated were taken both prior to treatment and immediately following treatment.

Such photographs should be stored on the client's file during the period of insurance including any applicable extended reporting period.

5.51 Patch test requirement

any claim arising from any practice which states 'Patch Test Requirement applicable' unless a skin patch test was carried out on the client at least 24 hours prior to such treatment and treatment commenced only where no adverse reaction occurred.

However, where a client refused to undergo a patch test, you obtained a waiver form signed by the client detailing their refusal and understanding of the risks associated. The waiver form must be recorded on the client's treatment files during the period of insurance.

5.52 Communicable Disease

Notwithstanding any provision to the contrary within this **policy**, this **policy** does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **communicable disease**.

Section 6: Claims Conditions

6.1 Reporting claims

You shall, as soon as practicable and prior to expiry of the **period of insurance**, provide Westminster Insurance Ltd with **written** notice of any **claim** made against **you**. Furthermore, every letter, demand, writ summons and legal process relating to such **claim** shall be forwarded to **us** as soon as practicable after receipt.

Claims Director
Westminster Insurance Ltd
5 Allberry Gardens
WEYMOUTH
DT3 6SQ

Phone: 01305 839 939 (please note that phone calls may be recorded)

E-mail: claims@westminster.global

6.2 Notification of circumstance

You shall, as soon as practicable, give **us** notice in writing of the receipt of notice from any person of an intention to hold **you** responsible for any breach of duty or obligation insured by this **policy** or of knowledge of any conduct or **circumstance** which could reasonably be expected to give rise to a **claim**.

6.3 Claims mitigation

You shall exercise reasonable care and skill in order to avoid or diminish the possibility of a **claim** being made against **you**.

6.4 Information and assistance

You shall, at all times and without charge, provide such information, assistance, signed statements or depositions as **we**, or **our** appointed representatives, may require to conduct **our** investigation, defence or settlement of any **claim** or potential **claim**.

6.5 Admission of liability

Without **our** prior written consent, **you** shall not admit that **you** are liable for what has happened or make any offer of settlement or otherwise enter into any arrangement to compromise a **claim**.

6.6 Control of defence

We may at **our** discretion take full responsibility for conducting, defending or settling any **claim** in **your** name and take any action we consider necessary to enforce **your** rights or **our** rights under this insurance.

However, **we** will not be held liable for **our** decisions or conduct in the defence or settlement of any **claim** and **you** waive any right to legal professional privilege concerning any enquiries made concerning any defence or coverage issue.

In connection with any **claim** against **you**, **we** may at any stage pay **you** the **limit of indemnity** or any lesser amount for which such **claim** can be settled. **We** shall transfer the control of

defence to **you** and shall have no further liability for such **claim** or its **defence costs** except for any costs and expenses which **we** already agreed to bear in respect of matters prior to the date of such payment.

6.7 **Claims made policy**

This **policy** is written on a claims made basis which means that the policy covers **you** for claims made against **you** and notified to **us** during the **period of insurance**. The **policy** does not provide cover in relation to:

- a) **claims** for any **business you** performed prior to the **retroactive date**;
- b) **claims** notified or arising out of **circumstances** notified under any previous policy, whether made or issued by **us** or any other insurer;
- c) **claims** made against **you** prior to commencement of the **period of insurance**;
- d) **claims** arising out of **claims** and circumstances declared on the proposal or declaration for the current **period of insurance** or on any previous proposal or declaration;
- e) **claims** made after expiry of the **period of insurance** even though the event giving rise to the **claim** may have occurred during the **period of insurance** notwithstanding **4.8. Extended Notification Period** extension of cover

However, where **you** give **us** notice in writing of facts that might give rise to a **claim** against **you** as soon as reasonably practicable after **you** become aware of those facts but before expiry of the **period of insurance**, the **policy** will, subject to its terms and conditions, cover **you** notwithstanding that a **claim** is only made after expiry of the **period of insurance**.

6.8 **Fraudulent claims**

If **you**, or anyone acting on **your** behalf, make a **claim** knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent **claim**, or any subsequent **claim**.

6.9 **Policies paid by instalments**

The insurance provided is an annual policy and payment by instalments is a service offered by the insurer. All 12 instalments are payable. In the event of a claim any remaining/outstanding instalments must be paid in full at that time.

Section 7: General Conditions

Where there has been a failure to comply with one or more of the following, other than a condition that defines the risk as a whole, and compliance with such condition would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, we cannot rely on the breach of such term to exclude, limit or discharge our liability if you show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

In addition, coverage may be suspended under this policy from the time of your failure to comply with one or more of the following until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to you for any loss which occurs, or which is attributable to something happening, during the period when our liability is suspended.

7.1 Record keeping

You shall at all times maintain accurate descriptive records of all professional services and equipment used in procedures including batch numbers of injectable products which shall be available for inspection and use by **us** or **our** duly appointed representatives and **you** shall retain these records 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 seven (7) years after that minor attains majority.

7.2 Use of instruments

In the performance of **your business**, **you** shall at all times handle, use, sterilise and store any tool or implement used which is intended to penetrate tissue or be in contact with bodily fluid, in accordance with the manufacturer's instructions.

7.3 Infection Control

In the performance of **your business** during the **period of insurance**, **you** shall at all times ensure that **you** are vigilant about **your** hygiene procedures. At all times **you** should follow the infection prevention and controls guidance provided by the Government of the United Kingdom.

7.4 Limit of indemnity

Our total aggregate liability during the **period of insurance** for **claims** and **defence costs** is the **limit of indemnity** shown in the **schedule**, irrespective of the number of **claims**.

7.5 Excess

Unless otherwise stated, **you** must pay the **excess** shown in the **schedule** for each **claim**, including **defence** costs.

7.6 Additional insureds

If more than one insured is specified in the **schedule**, unless otherwise stated, our total aggregate liability under this **policy** will not exceed the single **limit of indemnity** shown in the **schedule** for the total of all insureds. **You** agree that where there is more than one insured specified in the **schedule** the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

7.7 Policy payment

If **you** do not pay the entire **premium** by the **premium** due date specified in the **policy schedule** or the date agreed in your credit terms, **we** will lapse this policy from the date of non-payment and will write to **you** to this effect. In such circumstances **we** will not be liable to provide any indemnity in relation to any **claims** or **circumstances**. If **we** have already provided an indemnity, **we** will be entitled to recover those sums from **you** in full.

7.8 Policy cancellation

This **policy** has a cooling off period of fourteen (14) days which starts from either of the below dates, whichever comes later:

- a) The date you received this documentation; or
- b) The start of the period of insurance.

You can cancel this policy within the fourteen (14) day cooling off period by instructing Westminster Insurance Ltd or via the cancellation option in your online account. Provided **you** have not made a claim, **you** will be entitled to a refund of any **premium** paid, subject to a deduction of £15 of the policy fee which is retained to cover reasonable administrative costs. The **policy** will be cancelled with effect from the start date of the **period of insurance** and treated **as** if it never existed.

After the fourteen (14) day cooling off period **you** may cancel this **policy** at any time by instructing Westminster Insurance Ltd or via the cancellation option in your online account.

We can cancel this **policy** by giving **you** 30 days' written notice. **We** will only do this for a valid reason, for example, due to:

- a) non-payment of **premium**;
- b) changes in the risk which means that **we** can no longer provide **you** with insurance cover;
- c) **your** non-cooperation or failure to supply information or documentation **we** request; or
- d) threatening or abusive behaviour or the use of threatening or abusive language by **you**.

If this policy is cancelled after the fourteen (14) day cooling off period or following notice of cancellation by **us**, provided **you** have not made a **claim**, **you** will be entitled to a refund of any **premium** paid, subject to a deduction of a £35 policy fee and for any time for which **you** have been covered. This will be calculated on a pro rata basis based on the number of days covered.

If **we** pay any **claim**, in whole or in part, then no refund of **premium** will be allowed.

If **we** have agreed that **you** can pay **us** the **premium** by instalments and **we** have not received an instalment, we may give notice of cancellation and cancel the policy. In this event, the **period of insurance** will equate to the period for which **premium** instalments have been paid to **us**. The cancellation and amended **period of insurance** will be confirmed in writing by **us**.

7.9 Needle stick injury policy

Where needles or sharp instruments are used in the performance of **your business**, **you** shall at all times maintain and distribute to all relevant employees an up-to-date copy of **your** needle stick injury (or Sharps) policy and procedure document and where applicable provide full training on this subject. Attendance at such training shall be evidenced in writing and stored on all employee files.

7.10 Products

Where **products** are used in the performance of **your business**, **you** shall at all times use such **products** only in accordance with the manufacturer's instructions.

7.11 Treatment of, or care of minors

If you are providing a service where minors are participating in an activity or receiving a treatment it is essential that you comply with any laws and local legislation that are applicable. Consent should always be obtained from the legal guardian, and in the event that a third party (ie step-father/mother) without legal status is acting on behalf of the guardian, written authority from the legal guardian authorising the third party must also be obtained. All authorisations/consent forms to be kept on file.