



CORPORATE
INDEMNITY
SOLUTION

Policy



This insurance *policy*, which includes the Schedule and any endorsements, is a legally binding contract. It is agreed that the information the *insured entity* has provided or which *we* hold about the *insured entity*, *insured persons* and the *practice*, on which *we* have relied and which *we* have used to assess the premium payable by the *insured entity*, will form the basis of this *Policy*. The accuracy and completeness of such information is a condition precedent to the validity of this *Policy*. If any such information is inaccurate or incomplete, *we* will be entitled to treat this *Policy* as invalid and of no legal effect.

The *insured entity* must tell *us* if its circumstances change. The *insured entity* must also tell *us* about any change to its professional or personal situation which has or may have a material bearing on the *practice* or on the *insured entity's provision of practice professional services*, or on the *insured entity's* or a *specified member's* membership of the *MDU*, or on the cover provided by this *Policy*. In addition the *insured entity* must tell *us* about any change to the circumstances of any *insured person*, or any change to the professional or personal situation of any *insured person* which has or may have a material bearing on the *practice* or on the *insured person's provision of practice professional services*, which in any such case either comes to the knowledge of the *insured entity* or which would, on reasonable enquiry, have come to the knowledge of the *insured entity*. Such changes in each case can include the type or amount of work, medical, dental or clinical procedures, the *insured entity's* or an *insured person's* address, the location from which the *insured entity* or an *insured person provides practice professional services* and anything else which may increase or decrease the *insured entity's* or an *insured person's* risk or exposure to risk. This includes, without limitation, the acquisition or disposal by the *insured entity* or its *holding company* of any *group company*. The *insured entity* must also tell *us* if it becomes aware that any information *we* hold about it, the *practice* or an *insured person* or a *specified member* is incorrect. If the *insured entity* fails to do any of these things without delay, it or an *insured person* may lose its or their right to *claim* under this *Policy*.

An additional premium may be payable in the event of certain of the above-mentioned matters.

Please read this *policy*, the Schedule and any endorsements carefully and keep them in a safe place.

MDU Services Limited is an agent of SCOR UK Company Limited and International Insurance Company of Hannover Limited which are members of the Association of British Insurers (ABI).

CONTACTING US

If the *insured entity* or an *insured person* is required or needs to contact *us* under any of the terms of this *Policy*, or for any other reason, it or the *insured person* should do so at the following address:

MDU Services Limited

230 Blackfriars Road

London

SE1 8PJ

Telephone: 0800 716 376, e-mail: membership@the-mdu.com



COMPLAINTS PROCEDURE

We have tried to write this *Policy* in plain English but if there is anything that the *insured entity* or an *insured person* does not understand please contact *us*. If the *insured entity* or an *insured person* has a query or cause for complaint regarding this *Policy*, firstly the *insured entity* or the *insured person* should contact the Head of Membership at the above address.

If the *insured entity* or the *insured person* can provide details of this *Policy* and in particular the *Policy* number this will assist in dealing with such enquiry.

If we cannot settle the *insured entity's* or an *insured person's* complaint, the *insured entity* or the *insured person* may refer it to the Financial Ombudsman Service:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
LONDON
E14 9SR

THIS POLICY

1. This insurance policy, which includes the Schedule and any endorsements, sets out the terms, conditions, exclusions and other provisions on which we agree to insure the *insured entity* and *insured persons*. We have used the information about the *insured entity*, *insured persons* and the *practice* which the *insured entity* has provided or which we hold, to assess the premium payable by the *insured entity*. When reading this *Policy*, please note the use of specially defined words, which appear in italics. There is a list of these defined words in clause 23.

PERIOD OF INSURANCE

2. This *Policy* is for the period shown in the Schedule.

WHAT WE INSURE THE *INSURED ENTITY* AND *INSURED PERSONS* FOR UNDER THIS *POLICY*

3. We agree to indemnify the *insured entity* against civil liability (including civil liability for claimants' legal costs):
 - (a) for *professional negligence* by the *insured entity*, arising from a *claim*:
 - (i) which is first made against the *insured entity*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*;
or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to the *provision of practice professional services* by the *insured entity* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*;
 - (b) for *professional negligence* by an *insured person* for whom the *insured entity* is vicariously liable, arising from a *claim*:
 - (i) which is first made against the *insured entity*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*;
or



- (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to the *provision of practice professional services* by such *insured person* for whom the *insured entity* is vicariously liable on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*;
 - (c) in respect of a *Good Samaritan act* by an *insured person* for whom the *insured entity* is vicariously liable, arising from a *claim*:
 - (i) which is first made against the *insured entity*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*;
or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to a *Good Samaritan act* by such *insured person* for whom the *insured entity* is vicariously liable on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*.
- 4. We agree to indemnify *insured persons* against civil liability (including civil liability for claimants' legal costs):
 - (a) for *professional negligence* by an *insured person*, arising from a *claim*:
 - (i) which is first made against the *insured person*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*;
or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to the *provision of practice professional services* by the *insured person* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*;
 - (b) in respect of a *Good Samaritan act* by an *insured person*, arising from a *claim*:
 - (i) which is first made against the *insured person*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*;
or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
 - (ii) which relates to a *Good Samaritan act* by the *insured person* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*.
- 5. We also agree to indemnify the *insured entity* against:
 - (a) *defence costs* for any *claim* for *professional negligence* or in respect of a *Good Samaritan act*, as referred to in clauses 3(a) to (c);
 - (b) *defence costs* (but not any damages) for any *claim* which arises from:
 - (i) allegations of defamation against the *insured entity* arising from the *provision of practice professional services* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*, by the *insured entity* or by an *insured person* for whom the *insured entity* is vicariously liable;
 - (ii) allegations of defamation against the *insured entity* arising from a *Good Samaritan act* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*, by an *insured person* for whom the *insured entity* is vicariously liable;



- (iii) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by the *insured entity* or by an *insured person* for whom the *insured entity* is vicariously liable arising in any such case from the *provision of such practice professional services* as are defined by clause 23(x)(i) or (ii) on or after the *retroactive date* when the *insured entity* was a member of *the MDU*, even if the fact or matter alleged would, if proven, fall outside the proper scope of the *provision of such practice professional services*;
 - (iv) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by an *insured person* for whom the *insured entity* is vicariously liable arising in any such case from a *Good Samaritan act* on or after the *retroactive date* when the *insured entity* was a member of *the MDU*, even if the fact or matter alleged would, if proven, fall outside the proper scope of a *Good Samaritan act*; or
 - (v) allegations, which are not proven or admitted, of corporate manslaughter against the *insured entity* arising in any such case from the *provision of practice professional services* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of *the MDU*, by the *insured entity* or by an *insured person* for whom the *insured entity* is vicariously liable,
in each case where the *claim* is first made against the *insured entity*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*;
or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
- (c) *investigative matter costs*.
6. We also agree to indemnify *insured persons* against:
- (a) *defence costs* for any *claim* for *professional negligence* or in respect of a *Good Samaritan act*, as referred to in clauses 4(a) and (b);
 - (b) *defence costs* (but not any damages) for any *claim* which arises from:
 - (i) allegations of defamation against an *insured person* arising from the *provision of practice professional services* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of *the MDU*, by the *insured person*;
 - (ii) allegations of defamation against an *insured person* arising from a *Good Samaritan act* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of *the MDU*, by the *insured person*;
 - (iii) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by an *insured person* arising in any such case from the *provision of such practice professional services* as are defined by clause 23(x)(i) or (ii) on or after the *retroactive date* when the *insured entity* was a member of *the MDU*, even if the fact or matter alleged would, if proven, fall outside the proper scope of the *provision of such practice professional services*;
 - (iv) allegations, which are not proven or admitted, of sexual harassment, sexual misconduct, unlawful discrimination or any other alleged conduct by an *insured person* arising in any such case from a *Good Samaritan act* on or after the *retroactive date* act when the *insured entity* was a member of *the MDU*, even if the fact or matter alleged would, if proven, fall outside the proper scope of a *Good Samaritan act*; or



- (v) allegations, which are not proven or admitted, of manslaughter against an *insured person* arising in any such case from the *provision of practice professional services* on an *incident date* on or after the *retroactive date* when the *insured entity* was a member of the *MDU*, by the *insured person*, in each case where the *claim* is first made against the *insured person*:
 - (A) during the period of insurance other than in relation to a *previously notified circumstance*;
or
 - (B) after the period of insurance in relation to a *reported circumstance*; and
- (c) *investigative matter costs*.

TERRITORIAL COVER

7. The indemnity we provide under this *Policy* is for the *provision of practice professional services* within the *United Kingdom* but for *Good Samaritan acts* worldwide. For this purpose:
- (a) the *insured entity* will only be regarded as *providing practice professional services* in the *United Kingdom* if:
 - (i) at the *incident date* the *practice* was located in the *United Kingdom*; and
 - (ii) any *practice clinical practitioner* providing the *practice professional services* on the *insured entity's* behalf was registered in the *United Kingdom* and was, when *providing such practice professional services* on the *insured entity's* behalf, present in the *United Kingdom*;
 - (iii) any person other than a *practice clinical practitioner* providing the *practice professional services* on the *insured entity's* behalf was, when *providing such practice professional services* on the *insured entity's* behalf, present in the *United Kingdom*;
 - (iv) any individual patient to or in respect of whom the *practice professional services* were *provided* was, at both the *incident date* and (if different) the *examination date*, present in the *United Kingdom*;
 - (v) every court to whom or for whose specific benefit the *practice professional services* were *provided* was, at the *incident date*, located in the *United Kingdom*;
 - (b) an *insured person* will only be regarded as *providing practice professional services* in the *United Kingdom* if:
 - (i) at the *incident date* the *practice* was located in the *United Kingdom* and when the *insured person* provided the *practice professional services* they were present in the *United Kingdom*; and
 - (ii) any individual patient to or in respect of whom the *practice professional services* were *provided* was, at both the *incident date* and (if different) the *examination date*, present in the *United Kingdom*;
 - (iii) every court to whom or for whose specific benefit the *practice professional services* were *provided* was, at the *incident date*, located in the *United Kingdom*.
 - (c) an *insured person* for whom the *insured entity* is vicariously liable will only be regarded as *providing practice professional services* in the *United Kingdom* if:
 - (i) at the *incident date* the *practice* was located in the *United Kingdom* and when such *insured person* provided the *practice professional services* they were present in the *United Kingdom*; and
 - (ii) any individual patient to or in respect of whom the *practice professional services* were *provided* was, at both the *incident date* and (if different) the *examination date*, present in the *United Kingdom*;
 - (iii) every court to whom or for whose specific benefit the *practice professional services* were *provided* was, at the *incident date*, located in the *United Kingdom*.



WHEN THE INSURED ENTITY AND AN INSURED PERSON ARE INSURED

8. We agree to insure the *insured entity* and each *insured person* under this *Policy* if the *insured entity* is a member of *the MDU* when this *Policy* commences and throughout the period of insurance.
9. This *Policy* will terminate if and when the *insured entity* ceases to be a member of *the MDU*. This will not affect the *insured entity's* or any *insured person's* entitlements under this *Policy* up to the date of termination.

CONDITION

10. It is a condition of continuing insurance under this *Policy* that:
 - (a) all *practice clinical practitioners*, have obtained and kept current either:
 - (i) professional indemnity insurance in respect of their professional practice, including acting as *practice clinical practitioners*, which provides indemnity at least equivalent to the *individual policy*; or
 - (ii) membership of a UK medical or dental defence organisation whose benefits of membership extend to their acting as *practice clinical practitioners*
 - (b) all *insured persons* who are required to hold membership of and/or registration with a professional body and/or to be insured or otherwise indemnified as a professional requirement, have taken and kept current such membership and/or registration and have obtained and kept current such insurance or indemnity (other than by virtue of this *Policy*); and
 - (c) all *short term locums* have obtained and kept current either:
 - (i) professional indemnity insurance in respect of their professional practice, including acting as *practice clinical practitioners*, which provides indemnity at least equivalent to the *individual policy*; or
 - (ii) membership of a UK medical or dental defence organisation whose benefits of membership extend to their acting as *practice clinical practitioners*.

HOW MUCH WE INSURE THE INSURED ENTITY AND INSURED PERSONS FOR

11. The Schedule sets out the maximum amount of *our* indemnity to the *insured entity* and *insured persons* (including *defence costs* and *investigative matter costs*) for each *one claim* and the total of all *claims* and all *investigative matters* in respect of the period of insurance. We may at any time pay the relevant maximum amount (or the balance of this amount) to the *insured entity* and/or *insured persons* and we will then have no further obligations under this *Policy*.
12. The *deductible* will be deducted from the amount we pay in respect of each *one claim* and if any payment is made by us under this *Policy* which includes all or part of the *deductible*, the amount of the *deductible* so paid will be repaid to us by the *insured entity* immediately on demand

WHEN THE INSURED ENTITY AND INSURED PERSONS HAVE TO NOTIFY US

13. The *insured entity* must notify us as soon as reasonably practicable of:
 - (a) any *claim* against the *insured entity* or an *insured person* for *professional negligence* or in respect of a *Good Samaritan act* or arising from allegations against the *insured entity* of the type referred to in clause 5(b) or arising from allegations against an *insured person* of the type referred to in clause 6(b);
 - (b) any *investigative matter* relating to the *insured entity* or an *insured person*; or



- (c) the *insured entity* becoming aware of any *circumstance* that may give rise to any *claim* against the *insured entity* or an *insured person* for *professional negligence* or in respect of a *Good Samaritan act* or arising from allegations against the *insured entity* of the type referred to in clause 5(b) or arising from allegations against an *insured person* of the type referred to in clause 6(b) or an *investigative matter* relating to the *insured entity* or an *insured person*.

THE *INSURED ENTITY'S* AND *INSURED PERSONS' DUTY TO CO-OPERATE*

14. The *insured entity* and each *insured person* agree to act in good faith in all its and their dealings with *us* and at the *insured entity's* expense to:
- (a) give *us, our* investigators and legal representatives all information and assistance *we* may reasonably require; and
- (b) co-operate fully with *us, our* investigators and legal representatives.

OUR RIGHT TO THE CONDUCT AND CONTROL OF CLAIMS

15. If *we* make a payment under this *Policy*, *we* are subrogated to all the *insured entity's* and each *insured person's* rights of contribution and indemnity or recovery. This means *we* may act at *our* own expense in the *insured entity's* or the *insured person's* place to pursue these rights.
16. *We* may, if *we* so wish, take over and conduct in the *insured entity's* or an *insured person's* name the defence and/or settlement of any *claim* or *proceedings* or any *investigative matter*. If *we* do, the *insured entity* or the *insured person* will give *us* all such information and assistance as *we* may reasonably require.

CONSENT TO SETTLEMENT

17. The *insured entity* and each *insured person* agree that it and they will not, without *our* prior written consent:
- (a) admit any legal liability for a *claim*; or
- (b) settle a *claim*, in respect of which *we* may be required to indemnify the *insured entity* or the *insured person*.
18. *We* will not admit liability for, or settle, any *claim* against the *insured entity* or an *insured person* without the *insured entity's* prior consent.
- 19.
- (a) If the *insured entity* refuses to consent to *our* settling a *claim*, other than a defamation *claim*, *our* liability is then limited to the amount *we* recommend in settlement plus *defence costs* to the date *we* recommend settlement of the *claim* to the *insured entity* or the *insured person*.
- (b) If the *insured entity* refuses to consent to settlement of a defamation *claim* against it, *our* liability for *defence costs* is then limited to the amount of the *defence costs* incurred to the date *our* legal representatives recommend settlement of the *claim*.
20. The *insured entity* and each *insured person* agree not to surrender any right to, or settle any *claim* for, contribution, indemnity or recovery from any other party without *our* prior written consent.



WHAT WE EXCLUDE FROM THE POLICY

21. We will not indemnify the *insured entity* under this *Policy*:
- (a) to the extent that the *insured entity* or an *insured person* for whom the *insured entity* is vicariously liable is entitled to indemnity under any other policy with *us* or anyone else or have the benefit of NHS indemnity or of any other indemnification agreement;
 - (b) when the *insured entity* or an *insured person* for whom the *insured entity* is vicariously liable is entitled to be considered for a discretionary payment by any person including a medical and/or dental defence organisation other than *the MDU* under that organisation's usual practices (as if the *insured entity* did not have this *Policy*);
 - (c) in respect of a *claim* which is made or a *circumstance* which arises relating to the *provision of practice professional services* or a *Good Samaritan act* by another person as:
 - (i) a shareholder in or a director of the *insured entity*; or
 - (ii) the *insured entity's employee, contractor* or agent,except, if such person is an *insured person*, to the extent that the *insured entity* is vicariously liable for any such *insured person*;
 - (d) in respect of a *claim* which is made or a *circumstance* which arises from the *provision of practice professional services* as defined by clause 23(x)(iii), other than a *claim* which is or may be made by the *recipient* or court to whom or for whose specific benefit such *practice professional services* have been *provided*;
 - (e) in respect of:
 - (i) any trading or personal debt incurred by the *insured entity*;
 - (ii) any fine, or civil or criminal penalty or any punitive, aggravated, additional or exemplary damages;
 - (iii) compensation for damage to or destruction or loss of any property;
 - (iv) any withholding of remuneration in conjunction with a disciplinary hearing; or
 - (v) any indirect or consequential loss, or loss of profits or of earnings by the *insured entity*;
 - (f) for any judgement or order (except arising from or in connection with a *Good Samaritan act*) of, based on or derived from a court of any country outside the *United Kingdom*;
 - (g) when a person makes a *claim* against the *insured entity* or a *circumstance* arises because, and only because, the person is related to the *insured entity* as its *employee, contractor, locum tenens* or agent;
 - (h) in respect of a *claim* or *circumstance* arising in any way out of the ownership, lease, use or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises other than an *investigative matter* arising from the same;
 - (i) in respect of a *claim* or *circumstance* arising in any way out of the manufacture, distribution or sale of any products outside the proper course of the *provision of practice professional services* other than an *investigative matter* arising from the same;
 - (j) in respect of a *claim* or *circumstance* arising in any way out of the unlawful sale, supply, use or application of any substance other than an *investigative matter* arising from the same;
 - (k) in respect of a *claim* or *circumstance* arising in any way out of:
 - (i) actual or threatened pollution of the environment; or
 - (ii) any requirement for the *insured entity* to deal with that pollution, other than the *provision of practice professional services* or a *Good Samaritan act* to an individual patient injured or ill as a result of such pollution or an *investigative matter* arising from such pollution;
 - (l) in respect of a *claim* or *circumstance* arising from allegations of defamation, except for the indemnity for *defence costs* under clause 5(b)(i) and (ii);



- (m) in respect of a *claim* or *circumstance* arising from any material published or broadcast by the *insured entity* or on its behalf or to which it has contributed in any way;
- (n) in respect of a *claim* or *circumstance* arising in any way from the *insured entity's* insolvency (except a failure to *provide practice professional services* as a result of such insolvency);
- (o) in respect of a *claim* or *circumstance* arising in any way from proven or admitted criminal activity or criminal behaviour, whether or not within the *provision of practice professional services* or a *Good Samaritan act*;
- (p) in respect of a *claim* or *circumstance* arising in any way from proven or admitted sexual harassment, sexual misconduct or unlawful discrimination;
- (q) in respect of a *claim* or *circumstance* arising in any way from alleged sexual harassment, sexual misconduct or unlawful discrimination, or from any other alleged conduct by the *insured entity* which in any such case:
 - (i) would not be within the proper scope of the *provision of such practice professional services* as are defined by clause 23(x)(i) or (ii) or a *Good Samaritan act*; and
 - (ii) is not proven or admitted,except for the indemnity for *defence costs* under clause 5(b)(iii) or (iv);
- (r) in respect of a *claim* or *circumstance* arising in any way out of the *insured entity's* deliberate intent to cause harm, or its fraudulent, dishonest, malicious or reckless act or omission or, where the *insured entity* was knowingly party to such act or omission, that of any *insured person* for whom it is vicariously liable;
- (s) in respect of the consequences of any *circumstance* which was:
 - (i) notified under any policy which was in force prior to the inception of this *Policy*; or
 - (ii) known to the *insured entity* at the inception of this *Policy*;
- (t) if the *claim* or *circumstance* arises from the *insured entity's* performance of its duties as a director of a *group company* or as the employer in respect of or a trustee, administrator or manager of any scheme or other benefit or welfare arrangement available for *employees*;
- (u) if the *claim* or *circumstance* arises from any actual or alleged breach of a shareholders' agreement or any other agreement or arrangement between those with any interest in or ownership of the *insured entity*;
- (v) in respect of a *claim* or *circumstance* arising in any way from the practice of midwifery; or
- (w) to the extent of the *deductible*.

22. We will not indemnify an *insured person* under this *Policy*:

- (a) to the extent that the *insured person* is entitled to indemnity under any other policy with *us* or anyone else or has the benefit of NHS indemnity or of any other indemnification agreement;
- (b) when the *insured person* is entitled to be considered for a discretionary payment by any person including a medical and/or dental defence organisation other than *the MDU* under that organisation's usual practices (as if the *insured person* did not have this *Policy*);
- (c) in respect of a *claim* which is made or a *circumstance* which arises relating to the *provision of practice professional services* or a *Good Samaritan act* by another person as:
 - (i) the *insured person's* partner in a firm, including a general medical or dental practice;
 - (ii) a shareholder in or director of a company (including the *insured entity*) of which the *insured person* is also a shareholder or director; or
 - (iii) an employee or agent of such a firm or company;



- (d) in respect of a *claim* which is made or a *circumstance* which arises from the *provision of practice professional services* as defined by clause 23(x)(iii), other than a *claim* which is or may be made by the *recipient* or court to whom or for whose specific benefit such *practice professional services* have been *provided*;
- (e) in respect of:
 - (i) any trading or personal debt incurred by the *insured person*;
 - (ii) any fine, or civil or criminal penalty or any punitive, aggravated, additional or exemplary damages;
 - (iii) compensation for damage to or destruction or loss of any property;
 - (iv) any withholding of remuneration in conjunction with a disciplinary hearing; or
 - (v) any indirect or consequential loss, or loss of profits or of earnings by the *insured person*;
- (f) for any judgement or order (except arising from or in connection with a *Good Samaritan act*) of, based on or derived from a court of any country outside the *United Kingdom*;
- (g) when a person makes a *claim* against the *insured person* or a *circumstance* arises because, and only because: the person is related to the *insured person* as their employee, locum tenens or agent; or the person is engaged by them as their contractor for the provision of any services; or the person is their fellow *employee* or *contractor*;
- (h) in respect of a *claim* or *circumstance* arising in any way out of the ownership, lease, use or occupation or state of any premises or anything done or omitted to be done in respect of the state of any premises other than an *investigative matter* arising from the same;
- (i) in respect of a *claim* or *circumstance* arising in any way out of the manufacture, distribution or sale of any products outside the proper course of the *provision of practice professional services* other than an *investigative matter* arising from the same;
- (j) in respect of a *claim* or *circumstance* arising in any way out of the unlawful sale, supply, use or application of any substance other than an *investigative matter* arising from the same;
- (k) in respect of a *claim* or *circumstance* arising in any way out of:
 - (i) actual or threatened pollution of the environment; or
 - (ii) any requirement for the *insured persons* to deal with that pollution, other than the *provision of practice professional services* or a *Good Samaritan act* to an individual patient injured or ill as a result of such pollution or an *investigative matter* arising from such pollution;
- (l) in respect of a *claim* or *circumstance* arising from allegations of defamation, except for the indemnity for *defence costs* under clause 6(b)(i) or (ii);
- (m) in respect of a *claim* or *circumstance* arising from any material published or broadcast by the *insured person* or on their behalf or to which the *insured person* has contributed in any way;
- (n) in respect of a *claim* or *circumstance* arising in any way from the *insured person's* insolvency or bankruptcy (except a failure to provide *practice professional services* as a result of such insolvency or bankruptcy);
- (o) in respect of a *claim* or *circumstance* arising in any way from proven or admitted criminal activity or criminal behaviour, whether or not within the *provision of practice professional services* or a *Good Samaritan act*;
- (p) in respect of a *claim* or *circumstance* arising in any way from proven or admitted sexual harassment, sexual misconduct or unlawful discrimination;
- (q) in respect of a *claim* or *circumstance* arising in any way from alleged sexual harassment, sexual misconduct or unlawful discrimination, or from any other alleged conduct by the *insured person* which in any such case:
 - (i) would not be within the proper scope of the *provision of such practice professional services* as are defined by clause 23(x)(i) or (ii) or a *Good Samaritan act*; and



- (ii) is not proven or admitted,
except for the indemnity for *defence costs* under clause 6(b)(iii) or (iv);
- (r) in respect of a *claim* or *circumstance* arising in any way out of the *insured person's* deliberate intent to cause harm, or their fraudulent, dishonest, malicious or reckless act or omission;
- (s) in respect of the consequences of any *circumstance* which was:
 - (i) notified under any policy which was in force prior to the inception of this *Policy*; or
 - (ii) known to the *insured entity* or the *insured person* at the inception of this *Policy*;
- (t) if the *claim* or *circumstance* arises from an *insured person's* performance of his duties as a director of a *group company* or as a trustee, administrator or manager of any pension scheme or other benefit or welfare arrangement available for employees;
- (u) if the *claim* or *circumstance* arises from any actual or alleged breach of a shareholders' agreement or any other agreement or arrangement between those with any interest in or ownership of the *insured entity*;
- (v) in respect of a *claim* or *circumstance* arising in any way from the undertaking by a *practice nurse* of
 - (i) clinical duties in which the *practice nurse* makes autonomous decisions as to treatment,
 - (ii) antenatal or postnatal examination,
 - (iii) inserting contraceptive implants or devices,
 - (iv) minor surgical procedures,
 - (v) independent prescribing, or
 - (vi) cosmetic work;
- (w) in respect of a *claim* or *circumstance* arising in any way from the practice of midwifery; or
- (x) to the extent of the *deductible*.

DEFINITIONS

23. In this *Policy*:

- (a) **Circumstance** means an event that may give rise to a *claim* for *professional negligence* or a *claim* in respect of a *Good Samaritan act* or an allegation against the *insured entity* or an *insured person* of the type referred to in clause 5(b) or 6(b) or an *investigative matter*;
- (b) **Claim** means:
 - (i) a demand for, or an assertion of a right to, compensation or damages; or
 - (ii) an intimation of an intention to seek compensation or damages;
- (c) **Contractor** means an individual who is not an *employee*, who is engaged by the *insured entity* whether full time or part time, for the *provision of practice professional services*, including any unpaid or voluntary worker;
- (d) **Deductible** means the amount (if any) for which the *insured entity* or the *insured person* is responsible as the first part of each *one claim*, as set out in the Schedule;
- (e) **Defence costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred by the *insured entity* or an *insured person* with *our* prior written consent or by *us* on the *insured entity's* or an *insured person's* behalf, in relation to a *claim* or *reported circumstance* relating to *professional negligence*, a *Good Samaritan act* or allegations against the *insured entity* or an *insured person* of the type referred to in clause 5(b) or 6(b):
 - (i) in investigating, defending, settling or mitigating any *claim*; or
 - (ii) in prosecuting any proceedings for indemnity, contribution or recovery;



- (f) **Employee** means an individual employed by the *insured entity*, whether full time or part time, including any unpaid or voluntary worker;
- (g) **Examination date** means the date on which an individual patient was examined. If there are multiple dates, this will be the earliest date;
- (h) **Good Samaritan act** means providing, or failing to provide: (i) the examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient, in each case in a clinical or medical emergency, accident or disaster when an *insured person* is not present in their professional capacity but as a bystander;
- (i) **Group company** means in respect of the insured named in the Schedule its *holding company* (if any) and the *subsidiaries* (if any) of the insured and such *holding company*, each as named in the Schedule;
- (j) **Holding company** means as defined in s1159 Companies Act 2006;
- (k) **Individual policy** means the individual policy of professional indemnity insurance provided by the Insurer to *specified members* as part of the benefits of such membership;
- (l) **Incident date** means the date of the *provision of practice professional services* or a *Good Samaritan act* or the matter alleged of the type referred to in clause 5(b) or 6(b) that gave rise to the *claim* or *circumstance* or to the *investigative matter*. If there are multiple dates, this will be the earliest date. If there was a course of treatment, this will be the date on which the course of treatment started or, if later, the earliest date on which it is claimed the alleged *professional negligence* occurred;
- (m) **Inquest** means a coroner's inquest which a representative of the *insured entity* or an *insured person* attends and/or at which the *insured entity* or an *insured person* is represented, in relation to the *practice* or *practice professional services*;
- (n) **Insured entity** means the *insured entity* named in the Schedule and its *group companies*, each as named in the Schedule;
- (o) **Insured persons** means those of the *insured entity's employees* and *contractors*:
 - (i) who are, and who are primarily employed or engaged by, the *insured entity* as *practice nurses*, health care assistants, counsellors, chiropractors, dispensers, phlebotomists, dental nurses, dental technicians and administration staff; and
 - (ii) who are not registered medical or dental practitioners;
- (p) **Investigative matter** means:
 - (i) an investigation or inquiry by any governmental, quasi-governmental or regulatory authority, or by a primary care trust (but not by any registration body) in respect of the *insured entity*, the *practice* or any *insured person*, in each case arising from the *provision of practice professional services* by the *insured entity* or the *practice*; or
 - (ii) an *inquest*;
- (q) **Investigative matter costs** means legal costs, disbursements and related expenses reasonably and necessarily incurred by the *insured entity* or an *insured person* with *our* prior written consent or by *us* on the *insured entity's* or an *insured person's* behalf, in relation to an *investigative matter*;
- (r) **the MDU** means The Medical Defence Union Limited;
- (s) **One claim** means:
 - (i) all claims by one or more claimants arising, directly or indirectly, from any *related practice professional services*;



- (ii) all *claims* by one or more claimants arising, directly or indirectly, from the *provision of practice professional services* or a *Good Samaritan act* to a woman and her unborn or newly born child or children;
- (iii) all *claims* by one or more claimants arising, directly or indirectly, from any one error or omission or any one series of common or similar errors or omissions in the *provision of practice professional services* or a *Good Samaritan act*,
otherwise, each *claim* will be treated as being separate;
- (t) **Policy** means this document, the Schedule and any endorsements;
- (u) **Practice** means the *insured entity's* business, carrying on the work specified in the Schedule from the premises set out in the Schedule;
- (v) **Practice clinical practitioner** means a *contractor* or *employee* who is a registered medical or dental practitioner;
- (w) **Practice nurse** means a nurse who is not, and is not held out to be, a nurse practitioner or advanced nurse practitioner (within the definition(s) recognised by the Royal College of Nursing from time to time);
- (x) **Practice professional services** means, in a professional clinical or professional medical or professional dental capacity, those of the following professional services undertaken by the *practice*, as or to the extent set out in the Schedule:
 - (i) the examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
 - (ii) written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient; and/or
 - (iii) written or oral advice to or for the specific benefit of a *recipient* or court on or concerning clinical or medical or dental issues, without reference to an individual patient;
- (y) **Previously notified circumstance** means a *circumstance* which the *insured entity* or an *insured person* first notified to *us* or *our* agents or to *the MDU* or its agents prior to this period of insurance;
- (z) **Proceedings** means:
 - (i) any legal proceedings relating to a *claim* for *professional negligence*, a *Good Samaritan act* or allegations against the *insured entity* or an *insured person* of the type referred to in clause 5(b) or 6(b); and
 - (ii) proceedings by *us* in exercise of our rights under clause 17;
- (aa) **Professional negligence** means actual or alleged negligence or breach of duty owed to any person (including statutory or contractual duty) in the *provision of practice professional services*;
- (bb) **Provision of practice professional services** and **providing practice professional services** means providing, or failing to *provide practice professional services*, in each case by or on behalf of or within or in the name of the *practice*;
- (cc) **Recipient** means:
 - (i) a person or entity, other than a *group company*, who or which engages the *insured entity* or an *insured person* under a contract for the *provision of practice professional services*, in the course of the *insured entity* or the *insured person* carrying out the same;
 - (ii) a person or entity, other than a *group company*, to whom the *insured entity* or an *insured person* provides *practice professional services* as a contractor or agent of another person or entity, in the course of the *insured entity* or the *insured person* carrying out the same;



- (dd) **Related professional services** means the *provision of practice professional services* or a *Good Samaritan act* in connection with all medical, dental or clinical matters or issues which have a common cause or similar origin;
- (ee) **Reported circumstance** means a *circumstance* the *insured entity* first reports to *us* or *our* agents during the period of this insurance;
- (ff) **Retroactive date** means the date (if any) set out in the Schedule as such;
- (gg) **Short term locum** means a *practice clinical practitioner* who is contracted or employed by the *insured entity* for less than one month;
- (hh) **Specified member** means an individual member of *the MDU* in respect of at least such individual's work as a *practice clinical practitioner*;
- (ii) **Subsidiary** means as defined by s1159 Companies Act 2006.
- (jj) **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland, together with the Channel Islands and the Isle of Man;
- (kk) **We** means the insurers named in the Schedule for each period of insurance and *us* and *our* will be construed accordingly;
- (ll) the singular includes the plural and vice versa;
- (mm) the male gender includes the female and neuter, and vice versa; and
- (nn) where the *insured entity* and/or *insured persons* comprise more than one person and/or entity, each person and entity will be considered as a separate and distinct person or entity as though this *Policy* had been issued to each of them but nothing in this clause will increase the maximum amount of *our* indemnity as set out in the Schedule.

CO-INSURANCE

24. *Our* obligations under this *Policy* are several and not joint, in the proportions set out by *our* names in the Schedule. Neither of *us* is responsible for the obligations of the other.

ARBITRATION

25. If there is a dispute or difference between the *insured entity* or any *insured person* and *us* arising out of or in connection with this *Policy*, this will be referred to arbitration before a sole arbitrator who the *insured entity* or such *insured person* and *we* will appoint under the English arbitration legislation. Such a reference to arbitration and all proceedings relating to it will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment of that Act.

GOVERNING LAW

26. Unless *we* and the *insured entity* agree otherwise in writing, this insurance contract will in all respects be governed by and construed in accordance with English law and, except for any reference to arbitration under clause 24, is subject to the exclusive jurisdiction of the English Courts.